



**Request for Proposal**

**for**

**POSITION OF INTEGRITY COMMISSIONER FOR THE REGIONAL MUNICIPALITY  
OF NIAGARA**

Request for Proposal No.: **2017-RFP-15**

Issued: **Friday March 24, 2017**

Submission Deadline: **2:00:00 PM Thursday April 20, 2017**

Submission Location: **THE PURCHASING OFFICE  
The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective proponents to submit proposals for the provision of **POSITION OF INTEGRITY COMMISSIONER FOR THE REGIONAL MUNICIPALITY OF NIAGARA**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

The Niagara Region is inviting proposals from qualified individuals or groups with pertinent expertise and experience for the provision of Integrity Commissioner Services to the Council of the Niagara Region, in accordance with sections of 223.3 and 223.8 of the Ontario Municipal Act, 2001, (“the Act”).

A successful individual candidate will be appointed as the Region’s Integrity Commissioner by By-Law, and there will be no substitutions of the successful candidate appointed except as expressly provided herein. The successful individual candidate may contract through another legal entity including but not restricted to a personal service corporation or a partnership or other entity of which the successful candidate is a partner or employee (the “Non-Arms’ Length Entity”). The resulting Contract shall be non-assignable. Notwithstanding section 223.3(3) of the *Municipal Act, 2001*, the successful candidate must understand that Niagara Region in choosing the successful candidate is relying on the expertise and qualities of that individual chosen. As such, the duties and responsibilities of the Integrity Commissioner including the giving of all opinions and exercise of any discretion shall rest with the chosen individual. The successful candidate may assign certain tasks to an associate under his or her direct supervision. The successful candidate may delegate his or her duties in accordance with this RFP or as otherwise provided by applicable law.

Neither the Integrity Commissioner, nor any partner or employee of the Non-Arms’ Length Entity, shall have any involvement in political campaigning, endorsements or any other related conflict of interest with respect to the Niagara Region during the term of the Contract and shall not have had such involvement at any time since the most recent municipal election.

Conflict of interest is further defined within section 3.4.1 of this RFP. In addition to the examples in section 3.4, any financial interest in other work undertaken by Niagara Region could be considered a conflict of interest that could or could be seen to exercise an improper influence over an objective, unbiased and impartial exercise of its independent judgement.

Niagara Region recognizes that the Integrity Commissioner as an individual may belong to or contract through a Non-Arms’ Length Entity which might as a separate legal entity have a financial interest in work undertaken by Niagara Region. Niagara Region agrees that if the Non-Arms’ Length Entity is retained or engaged by Niagara Region on matters unrelated to the successful candidates appointment, such retainers shall not be deemed to constitute a conflict of interest. However should a matter arise for consideration of the Integrity Commissioner that directly involves any file that the Non-Arms’ Length Entity is handling or involved with, the Integrity Commissioner shall recuse himself or herself from dealing with the matter and provide Niagara Region with recommendations as to an alternate Integrity Commissioner who may be delegated the responsibility to deal with the matter.

Since the successful individual candidate will be appointed as the Region’s Integrity Commissioner by By-Law, then there will be no substitutions of the successful candidate

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appointed. The successful individual candidate may contract through another legal entity including but not restricted to a personal service corporation or a partnership or other entity of which the successful candidate is a partner or employee. Notwithstanding section 223.3(3) of the *Municipal Act, 2001*, the successful candidate must understand that Niagara Region in choosing the successful candidate is relying on the expertise and qualities of that individual chosen. As such, the duties and responsibilities of the Integrity Commissioner including the giving of all opinions and exercise of any discretion shall rest with the chosen individual. The successful candidate may assign certain tasks to an associate under his or her direct supervision. The successful candidate may delegate his or her duties in accordance with this RFP or as otherwise provided by applicable law.

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 e-mail enquiries.

The Niagara Region has not previously held a retainer fee for these services therefore the hourly rate supplied shall only be paid when working on approved work by the Regional Clerk.

### Lower Tier Municipality Participation – Non Mandatory

Lower Tier Municipalities and Local Boards (Agency) who originally did not participate in the initial bid, who wish to acquire the services at the same prices and under the same terms and conditions which the Integrity Commissioner is providing to the Region under this Agreement, and provided that the Integrity Commissioner agrees to provide such services to the Agencies, then each such member Agency may make individual arrangements with the Integrity Commissioner (e.g. issuing a purchase order) and the terms and conditions of this Agreement shall apply as between the member agency and the Integrity Commissioner.

Proponents shall provide a Yes or No answer to the above applicability to their own Proposal. It is not a mandatory requirement to do so. If a Proponent has limitations to a limited number of lower tier municipalities, Proponents should provide that list within their technical proposal.

Please refer to Appendix D – RFP Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the proponent must satisfy if selected to enter into a contract for the Deliverables.

### 1.2 Niagara Region's Procurement Bylaw

Niagara Region's procurement processes are governed by its Procurement By-Law No. 02-2016 ("Niagara Region's By-law"). It is the proponent's responsibility to become familiar with and comply with Niagara Region's By-law, which is available on line at:

<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>

**If the terms of the RFP are more restrictive than the terms of Niagara Region's By-law, the terms of the RFP will prevail.**

### 1.3 Niagara Region Contact

For the purposes of this procurement process, the "Niagara Region Contact" shall be:

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

**Jeffrey Mulligan**  
**Manager Purchasing Services**  
**Niagara Region**  
**905-980-6000 ext. 3343** [Jeffrey.Mulligan@niagararegion.ca](mailto:Jeffrey.Mulligan@niagararegion.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, 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.

### 1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people 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 *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region 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 Niagara Region Contact 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.

### 1.5 Contract for Deliverables

The selected proponent will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the "Contract"). It is Niagara Region's intention to enter into the Contract with only one (1) legal entity.

The Initial Term shall commence upon Regional Council Approval anticipated in the 2<sup>nd</sup> quarter of 2017 with a term ending March 31, 2019.

Provided sufficient services have been completed in the Initial Term, in Quarter 1 of 2019, a Report will be brought forward to Regional Council with a recommendation of extension for the four (4) year period, April 1, 2019 to March 31, 2023.

### 1.6 RFP Timetable

Issue Date of RFP	<b>Friday March 24, 2017</b>
Deadline for Questions	<b>Thursday, April 13, 2017</b>
Deadline for Issuing Addenda	<b>Friday, April 14, 2017</b>
Submission Deadline	<b>2:00:00 PM on Thursday April 20, 2017</b>
Public Opening	<b>2:15 on Thursday April 20, 2017 Committee Room 4 Campbell West Building 1815 Sir Isaac Brock Way Thorold Ontario</b>
Anticipated Date for Entering into Contract	<b>June 1, 2017</b>

The RFP timetable is tentative only, and may be changed by Niagara Region at any time.

### 1.7 Proponent Meeting

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### Not Applicable

### 1.8 Proposal Submission

#### 1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

THE PURCHASING OFFICE  
The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7

#### 1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

#### 1.8.3 Proposals Must Be Submitted in Prescribed Format

Proponents must submit **Nine (9)** hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. One (1) hard copy shall be labelled "Master".

**The hard copies of the Pricing Form (Appendix C) and any other information in respect of pricing must be separated from the rest of the proposal and enclosed in a separate envelope marked "Pricing Envelope". The separate Pricing Envelope must be packaged in the sealed envelope or box with the rest of the proposal.**

Proponents must also include in the sealed package one (1) electronic copy of their proposal saved on a USB key. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

#### 1.8.4 Proposal Submission Content

Proponents must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFP Particulars. Other than inserting the information requested, a proponent may not make any changes to any of the required forms included in this RFP. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified. Irregularities in proposal submissions will be addressed in accordance with Appendix F – Bid Irregularities.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Proposals should also include the suggested proposal content for evaluation described in Section D of Appendix D – RFP Particulars. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

### **1.8.5 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.8.6 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the proponent. Withdrawn proposals will be returned unopened to the proponent.

### **1.8.7 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of **one hundred twenty (120) days** running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND RANKING**

### **2.1 Stages of Proposal Evaluation**

Niagara Region will conduct the evaluation and ranking process in accordance with the stages set out below.

### **2.2 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFP Particulars.

### **2.3 Stage II – Rated Criteria**

In Stage II, Niagara Region will evaluate each compliant proposal on the basis of the rated criteria set out in Section D of Appendix D – RFP Particulars.

### **2.4 Stage III - Pricing**

After completion of Stage II, Niagara Region will evaluate the submitted pricing in each qualified proposal in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars.

### **2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent**

After the completion of Stage III, proponents will be ranked in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars. Subject to the reserved rights of Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Contract in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

#### **3.1.2 Proponents to Follow Instructions and Submit Only Requested Information**

Proponents should structure their proposals in accordance with the instructions in this RFP. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that proponents have not been requested to submit.

#### **3.1.3 Proposals in English**

All proposals are to be in English only.

#### **3.1.4 Information in RFP Only an Estimate**

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.5 Examination of Site**

Not Applicable

#### **3.1.6 Proponents Shall Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and submission of its proposal.

#### **3.1.7 Proposal to Be Retained by Niagara Region**

Except as otherwise provided in this RFP, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFP.

#### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

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### 3.2 Communication after Issuance of RFP

#### 3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### 3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Niagara Region. In the Form of Proposal (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### 3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

#### 3.2.4 Verify, Clarify and Supplement

When evaluating proposals, Niagara Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that proponent's proposal.

### 3.3 Finalization of Contract, Notification and Debriefing

#### 3.3.1 Selection of Proponent and Finalization of Contract

Notice of selection by Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form attached as Appendix A to this RFP and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

#### 3.3.2 Failure to Enter into Contract

In addition to all other remedies available to Niagara Region, if a selected proponent fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and either proceed with the selection of another proponent or cancel the RFP process.

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### 3.3.3 Notification to Other Proponents

Once the Contract is entered into by Niagara Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

### 3.3.4 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### 3.3.5 Proposal Dispute Resolution Procedure

If a proponent wishes to challenge the RFP process, the proponent must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within 7 days from notification of the outcome of the RFP process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- (a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the proponent to explain the RFP process that led to the selection of the successful proponent.
- (b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- (c) Should the proponent continue to have concerns about the RFP process and is not satisfied with the decision, the proponent may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the proponent and Niagara Region.
- (d) The recommended mediator will be approved by both the proponent and Niagara Region.
- (e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- (f) Costs for the mediator shall be equally shared by Niagara Region and the proponent.
- (g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

## 3.4 Conflict of Interest and Prohibited Conduct

### 3.4.1 Conflict of Interest

Niagara Region may disqualify a proponent for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or

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having access to, confidential information of Niagara Region in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a proposal if the supplier participated in the preparation of the RFP, and any such proposal submitted will be disqualified.

### **3.4.2 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a proponent or terminate the Contract if, in the sole and absolute determination of Niagara Region, the proponent has engaged in any conduct prohibited by this RFP or Niagara Region's By-law.

### **3.4.3 Prohibited Proponent Communications**

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Proposal (Appendix B).

### **3.4.4 Proponent Not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the Niagara Region Contact.

### **3.4.5 No Lobbying**

A proponent, including any agent or representative of a proponent, may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

In accordance with Niagara Region's Procurement By-law:

- (a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone

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involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.

- (c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent's right to continue in the procurement process.
- (d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

### **3.4.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.7 Past Performance or Past Conduct**

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of Niagara Region**

All information provided by or obtained from Niagara Region in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of Niagara Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from Niagara Region; and
- (d) shall be returned by the proponents to Niagara Region immediately upon the request of Niagara Region.

### **3.5.2 Confidential Information of Proponent**

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under MFIPPA or any disclosure requirements

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imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Niagara Region Contact.

### **3.6 Reserved Rights, Limitation of Liability and Governing Law**

#### **3.6.1 Reserved Rights of Niagara Region**

Niagara Region 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;
- (c) assess a proponent's proposal on the basis of
  - (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the proponent's past performance under previous contracts with Niagara Region;
  - (iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or
  - (v) other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals that 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) check references other than those provided by any proponent;
- (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proponent who has engaged in conduct prohibited by this RFP;
- (i) 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;
- (j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
- (k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;
- (l) cancel this RFP process at any stage;
- (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;

## PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- (n) accept any proposal in whole or in part; or
- (o) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

### **3.6.3 Governing Law and Interpretation**

The terms and conditions in this Part 3 – Terms and Conditions of RFP Process

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – CONTRACT TERMS AND CONDITIONS**

The Contract for Deliverables will be the Niagara Region Form of Agreement as follows:



**NIAGARA REGION FORM OF AGREEMENT**

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

(referred to as “Niagara Region”)

**AND:**

**[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]**

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

**1. Contract Documents**

The contract between the parties in respect of:

**[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]**

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- (c) Form of Agreement Terms and Conditions found at [www.niagararegion.ca/business](http://www.niagararegion.ca/business)
- (d) the **[\*Insert RFX Document Name and #\*]**, including any addenda, (the “Solicitation Document”);  
and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

**2. Interpretive Value of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

**3. Execution**

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
NIAGARA REGION FORM OF AGREEMENT

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**The Regional Municipality of Niagara**

Per:

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

Title:

Date of Signature:

*I have authority to bind the corporation*

**[\*\*Insert Full Legal Name of Supplier\*\*]**

Per:

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

Title:

Date of Signature:

*I have authority to bind the corporation*

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

**Schedule 1 to Niagara Region Form of Agreement – Schedule of Deliverables, Rates and Specific Provisions**

**A. Description of Deliverables**

[\*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate\*]

**B. Rates and Disbursements**

**B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by Niagara Region to the Supplier under the Contract shall not exceed [\*insert maximum contract amount\*] (\$xxx).

**B.2 Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[\*insert personnel and rate information or replace this section with other applicable form of rate breakdown\*]

**C. Payment Terms**

The payment terms for the Contract are as follows: [\*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)\*]

**D. Client and Supplier Representatives**

The **Niagara Region Representative** and contact information for the Contract is:

[\*insert name and title of Niagara Region's representative in charge of the contract and contact details, including mailing address and email address\*]

The **Supplier Representative** and contact information for the Contract is:

[\*insert name and title of Supplier representative in charge of the contract and contact details, including mailing address and email address\*]

**E. Term of Contract**

The Contract shall take effect on the [\*insert date\*] (the “**Effective Date**”) and shall be in effect for a period of [\*insert # of years or months] from the Effective Date, with an option in favour of Niagara Region to extend the term for an additional period of [\*insert extension period, if applicable, or revise this language as necessary\*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

**F. Specific Provisions**

[\*Insert any additional contract performance terms, including identifying any specific individuals responsible for delivery. In addition, indicate if there are modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from Supplier's Submission or negotiated changes to the Solicitation Document, if applicable\*]

**[The following provisions are optional and should only be included if applicable.]**

**F.1 Additional Insurance Requirements**

1) Professional/Errors and Omissions Liability

- a) Errors and Omissions insurance insuring the Supplier in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
- b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract, the Supplier shall provide Niagara Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

## APPENDIX B – FORM OF PROPOSAL

### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP process and for any clarifications or communication that might be necessary.	
<b>Full Legal Name of Proponent:</b>	
<b>Any Other Relevant Name under Which the Proponent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>Proponent Contact Person and Title:</b>	
<b>Proponent Contact Phone:</b>	
<b>Proponent Contact Facsimile:</b>	
<b>Proponent Contact E-mail:</b>	

### 2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Appendix C.

### 4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP

### 5. Conflict of Interest

The proponent has considered the definition of “Conflict of Interest” in Section 3.4 of the RFP and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

### 6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of

## APPENDIX B – FORM OF TENDER

a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Niagara Region to Niagara Region's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

### 7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of **one hundred twenty (120) days** following the Submission Deadline.

### 8. Enter into Contract

The proponent agrees that in the event its proposal is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFP in accordance with the terms of this RFP.

### 9. Offer Applicable to Lower Tier Municipalities and/or Local Boards

The proponent offers the services at the same prices and under the same terms and conditions which the proponent is providing to the Region under this Agreement.

**Yes**    **or**    **No** (please circle applicable answer)

### 10. Addenda

The proponent is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by completing the statement below:

The proponent has received **addendum/addenda numbers**  **to** , inclusive, and all changes specified therein have been included in the proponent's pricing.

Proponents who fail to complete this section will be deemed to have received all issued addenda.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## APPENDIX C – PRICING FORM

### 1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) An Hourly Rate shall be provided for both the Principal and Associates being provided for this assignment. Where an individual is a sole proprietor or single entity a rate for the Principal is only required. The rates provided shall be utilized as per the Financial Proposal Evaluation provide below.

### 2. Pricing Form

#	Description	Unit of Measure	Total
1	Principal Services	Hourly Rate	\$
2	Associates Services	Hourly Rate	\$

### 3. Associate Services

Provide a summary of the services that could be provided by associates when/if retained as the Region's Integrity Commissioner.

Please utilize Chart as a template to provide Position Name/Title/Job Description and name of staff that could provide support to the Integrity Commissioner.

#### SCHEDULE OF ASSOCIATE SERVICES AND NAMES OF STAFF

Position Name/Title/Job Description	Name of Staff
1.	
2.	
3.	
4.	
5.	

COMPANY:	SIGNATURE:
----------	------------

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

The Niagara Region is an upper tier municipality located in southern Ontario, Canada, between Lake Ontario and Lake Erie. The region encompasses a total area of 1,852 km<sup>2</sup> with a population of approximately 450,000.

As a municipal government, Niagara Region is composed of 31 representatives from the 12 area municipalities, namely Fort Erie, Grimsby, Lincoln, Niagara-on-the-Lake, Niagara Falls, Pelham, Port Colborne, St. Catharines, Thorold, Wainfleet, Welland and West Lincoln. The Region is composed of a Regional Chair, the 12 Mayors of the twelve municipalities and 28 directly elected Councillors.

### **DUTIES AND RESPONSIBILITIES**

An Integrity commissioner is required by the Niagara Region.

The Integrity Commissioner will be required to provide services on an as required basis in accordance with sections 223.3 to 223.8 of the Municipal Act, 2001. The services are related to, but not limited to, the following duties and responsibilities:

- act as an Advisor to Regional Council
- conduct investigations regarding alleged breaches of the Code of Conduct governing members of Council.
- provide information to Council as to their obligations under the Code of Conduct, Policies and Procedures, rules and legislation governing members on ethical behaviour.
- provide advice to individual members on request of Council regarding specific situations as they relate to the application of the Code of Conduct, Policies and Procedures, rules and legislation governing members on ethical behaviour.
- provide advice to Council on other policies and procedures that relate to the ethical behaviour of members.
- providing information to the public regarding the Code of Conduct and the obligations of Members under the Code of Conduct, Policies and Procedures, rules and legislation governing members on ethical behaviour.
- provide an annual report to Council summarizing the activities of the Integrity Commissioner.

### **MANDATE**

The Integrity Commissioner would operate under the following mandate:



## APPENDIX D – RFP PARTICULARS

### **Advisory**

Provide written and oral advice on request of Council respecting the Code of Conduct governing the ethical behaviour of Members.

Provide to Regional Council an annual report on findings in complaint cases and advice provided for the preceding year

### **Educational**

Provide outreach programs at the request of Council for Council and staff on legislation, protocols and office procedures with regards to ethics.

### **Complaint Investigation**

Assess and investigate complaints about a Council Member from:

- another Member of Council,
- the public.

Complaints are investigated using the current complaint protocol process as found in Appendix H – Code of Conduct for the Members of Council and Complaint Protocol.

### **Complaint Adjudication**

Determine whether a member of Council has, in the Integrity Commissioner's opinion, violated the Code of Conduct. Make recommendations on appropriate penalties if applicable.

The Integrity Commissioner will be directly responsible to and shall report to the Regional Council. The contact/contract administrator for the Integrity Commissioner shall be the Regional Clerk and/or their designate. This shall be for reviewing and managing the financial aspects of the Contract, receiving and processing invoices to payment.

The Region is currently reviewing its Code of Conduct and related processes and procedures.

Bill 68, Modernizing Ontario's Municipal Legislation Act, 2016, if enacted, would, in part:

- Require municipalities to establish codes of conduct for members of municipal council and of local boards
- Provide the public and municipal councillors with access to integrity commissioners either by appointment or through a commissioner of another municipality;
- Provide broadened powers to Integrity Commissioners to investigate complaints, provide advice and initiate investigations related to conflicts of interest and the municipality's code of conduct

The Integrity Commissioner will be required to provide services on an as required basis in accordance with any decisions of the Province of Ontario with respect to Bill 68, Modernizing Ontario's Municipal Legislation Act, 2016.

## APPENDIX D – RFP PARTICULARS

### B. MATERIAL DISCLOSURES

**Not Applicable**

### C. MANDATORY REQUIREMENTS

#### 1. Form of Proposal (Appendix B)

Each proposal must include a Form of Proposal (Appendix B) completed and signed by an authorized representative of the proponent.

#### 2. Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

#### 3. AODA Standards of Accessibility Compliance

**Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.**

### D. RATED CRITERIA

#### 1. Summary of Rated Criteria

The following is a summary of the rated criteria and weightings for the evaluation of proposals. If a minimum threshold is identified, proponents who do not meet the minimum threshold score will not proceed to the next stage of the evaluation process.

Evaluation Criteria		Weight Factor
1.	<b>Qualifications and Experience – Investigative Experience</b> Respondents are to give at least three (3) examples which demonstrate how their previous experience aligns with the role of the proposed Integrity Commissioner, such as: <ul style="list-style-type: none"><li>• impartiality and neutrality and confidentiality in managing sensitive inquiries and conducting investigations and making appropriate recommendations;</li><li>• consideration shall be given to the principles of “maintaining confidentiality” and working in confidence</li><li>• expertise with investigative techniques and procedures and in gathering of evidence and its legal interpretation; and</li><li>• adjudicative skills, or similar related experience.</li></ul>	30
2a.	<b>Qualifications and Experience - General Municipal Knowledge</b> Respondents shall provide: A minimum of three (3) examples which demonstrate broad knowledge and experience related to municipal government, the role of a municipal integrity commissioner, as well as practices, procedures, methods and mandates related to the municipal sector. Within this section Proponents shall identify number of years as an Integrity Commissioner, the name of municipalities currently or previously an Integrity Commissioner for and demonstrate participation in	15

## APPENDIX D – RFP PARTICULARS

	Integrity Commissioner associations	
<b>2b.</b>	<b>Qualifications and Experience – Knowledge of Ontario Municipal Law</b> Respondents shall provide: A minimum of three (3) examples which demonstrate broad knowledge and experience related to municipal government, the role of a municipal integrity commissioner, as well as practices, procedures, methods and mandates related to the municipal sector and demonstrate knowledge of the role of municipal councillor. The examples shall also demonstrate an experience in the review and application of many codes. Proponents shall also demonstrate their understanding of procedural fairness and applicable administrative law.	<b>15</b>
<b>3.</b>	<b>Public Relations and Education</b> Respondents shall provide examples which demonstrate past experiences where they have successfully dealt with elected officials, the media and the public. Provide examples of education and training for Councils and the public.	<b>5</b>
	<b>Benchmark to Proceed to Interview/Financial Review</b>	<b>49 out of 65%</b>
<b>4.</b>	<b>Interviews</b>	<b>10</b>
<b>5.</b>	<b>Financial Proposal Evaluation</b> See Section E – Evaluation and Ranking Method for details on how financials shall be evaluated	<b>25</b>
<b>Total</b>		<b>100</b>

### E. EVALUATION AND RANKING METHOD

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria.

*proponent's total score = total points for rated criteria + pricing points*

Pricing is worth **25** points.

As there will be no retainer for this service, the Financial Proposal Evaluation shall be based on the composite hourly rates of the principal and the associate. The composite rate shall be based on 60% of the principal and 40% of the associates. The Proponent that has the lowest composite hourly rate shall receive the full marks and all other Proponents shall be based on the mathematical formula below to obtain their evaluation score out of 25%.

Composite Hourly Rate = (60% x Proponents Principal Rate) + (40% x Proponents Associate Rate)

$$\text{Cost Proposal Score} = \left( \frac{\text{Lowest Composite Hourly rate Value}}{\text{Proponent's Composite Hourly Rate Value}} \right) \times 25 \text{ Marks}$$

## APPENDIX D – RFP PARTICULARS

<b>Scoring Category</b>	<b>Description</b>	<b>Numeric Score</b>
Fail	Requirement is not met or is not acceptable.	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed.	1 - 3
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed.	4 - 6
Good	The response addresses the component and provides a reasonably good quality solution.	7
Very Good	There is a high degree of confidence in the proponent's response as a proposed solution to address the component.	8 - 9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.	10

## APPENDIX E – CONDITIONS OF AWARD

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

**1. Certificate of Insurance**

The selected proponent must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – [www.niagararegion.ca/business/fpr/cert-insurance.aspx](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx). If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. . If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

**2. Workplace Safety and Insurance Board Clearance**

The selected proponent shall provide:

- (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- (b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

- (a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- (b) An Independent Operators Status Certificate issued by WSIB; or
- (c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

## APPENDIX F – BID IRREGULARITIES

**NOTE:** In this Appendix, references to “bids” shall be interpreted to mean “proposals” and references to “bidders” shall be interpreted to mean “proponents”.

### RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions and Commissioner of Enterprise Resource Management Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or	Two (2) working days* to correct to the satisfaction

## APPENDIX F – BID IRREGULARITIES

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
	incomplete.	of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions and Commissioner of Enterprise Resource Management Services, the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\*\* Where "working days" specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

## **APPENDIX G – REDACTED CONSOLIDATED BILL 91-2013**

### THE REGIONAL MUNICIPALITY OF NIAGARA

#### BY-LAW NO. 91-2013

#### A BY-LAW TO ESTABLISH THE OFFICE OF AN INTEGRITY COMMISSIONER

WHEREAS Council desires to provide for an Integrity Commissioner to help ensure that members of Council conform to ethical standards of behaviour in carrying out their duties and are held to account for adherence to their Code of Conduct and any other applicable Regional procedures, rules or policies;

WHEREAS section 223.3 of the *Municipal Act*, 2001, S.O. 2001, c. 25, authorizes the Regional Municipality of Niagara to appoint an Integrity Commissioner who performs functions with respect to the application of the Code of Conduct for members of Council and other procedures, rules or policies governing their ethical behaviour;

WHEREAS sections 223.4 to 223.8 of the *Municipal Act*, 2001, S.O. 2001, c. 25, provide that an Integrity Commissioner appointed under section 223.3 has certain powers, duties and protections, including: the powers of a commission under Parts I and II of the *Public Inquiries Act*, R.S.O. 1990, c. P.41; the duty to preserve secrecy with respect to all matters that come to their knowledge in the course of performing their functions; and the protection of not being a competent or compellable witness in a civil proceeding;

WHEREAS sections 8, 9 and 10 of the *Municipal Act*, 2001, S.O. 2001, c. 25, authorize the Regional Municipality of Niagara to pass by-laws necessary or desirable for municipal purposes, and in particular paragraph 2 of subsection 10(2) authorizes by-laws respecting the accountability and transparency of the municipality and its operations; and

WHEREAS sections 23.1 and 23.2 of the *Municipal Act*, 2001, S.O. 2001, c. 25, authorize the Regional Municipality of Niagara to delegate its powers and duties, including legislative and quasi-judicial powers under the *Municipal Act*, 2001, S.O. 2001, c. 25, to an individual who is an officer, employee or agent of the Regional Municipality of Niagara;



NOW THEREFORE the Council of The Regional Municipality of Niagara enacts as follows:

1. In this By-law:

- (a) "Region" means The Regional Municipality of Niagara;
- (b) "Code of Conduct" means the Code of Conduct for members of Council, as approved by Council from time to time, as it existed on the date of the event or events giving rise to a Complaint;
- (c) "Complaint" means a request by Regional Council, a member of Council, an employee of the Region, a resident of the Region, or a person who has business, institutional or other premises in the Region, that the Integrity Commissioner conduct an inquiry into an event or series of events alleged to contravene the Code of Conduct or any other procedures, rules or policies governing the ethical behaviour of members of Council;
- (d) "Complainant" means a person who makes a Complaint;
- (e) "Council" means the Region's Council;
- (f) "Municipal Act" means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended;
- (g) "Municipal Freedom of Information and Protection of Privacy Act" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended; and
- (h) "*Public Inquiries Act*", means the *Public Inquiries Act*, R.S.O. 1990, c.P.41, as amended.

#### Appointment

As Amended  
February 6, 2014  
By-law No. 12-2014

- 2. ***Council shall appoint < > to be the Integrity Commissioner for the period of one year commencing upon the initiation date of the contract.***
- 3. The Integrity Commissioner shall be paid such remuneration and expenses as are determined or directed to be determined by Council.
- 4. The Integrity Commissioner may be removed for cause, before the expiry of their term of office, by Council.

## Role

5. The role of the Integrity Commissioner is to help ensure that members of Council perform their functions in accordance with the Code of Conduct and other procedures, rules or policies governing their ethical behaviour.

## Duties

6. The Integrity Commissioner shall:
- (a) Prepare written materials for distribution to and use by members of Council regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of members of Council under the Code of Conduct and any other procedures, rules or policies governing their ethical behaviour.
  - (b) Upon request, provide advice to individual members of Council regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behaviour.
  - (c) Provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behaviour.
  - (d) Prepare and deliver a report to Council containing a summary of their activities during the term of their contract.

**Responding to Existing and New Complaints Regarding A Member of Council:  
Replaced by By-law No. 110-2013, October 10, 2013; and as amended by By-law No. 12-2014**

7. The Integrity Commissioner shall:

*As Amended  
February 6, 2014  
By-law No. 12-2014*

- (a) Respond to complaints received, ***about alleged violations of the Code of Conduct for Members of Council in effect during the time of the alleged violation(s); and***

*As Amended  
February 6, 2014  
By-law No. 12-2014*

- (b) ***retain jurisdiction of any complaints that are made to the Integrity Commissioner during the term of the contract.***

**Making A Complaint Regarding A Member Of Council:**

8. (1) Council may refer a Complaint directly to the Integrity Commissioner.  
(2) A Complaint referred to the Integrity Commissioner under subsection (1) shall contain the information required to complete Appendix A to this By-law, but is not required to be in the form of an affidavit.
9. Existing complaints submitted from January 17, 2013 to August 1, 2013 regarding a member of Council shall contain the information required to complete Appendix A to this By-law, but is not required in the form of an affidavit.
10. A Complainant may make a Complaint, regarding a member of Council by filing with the Regional Clerk a completed and sworn Appendix A to this By-law, and the Regional Clerk shall forward such a Complaint, without added comment, to the Integrity Commissioner.
11. A Complainant filing a Complaint under section 10, may file the completed and sworn Appendix A to this By-law in a sealed envelope and the Regional Clerk shall forward the Complaint to the Integrity Commissioner unopened.
12. A Complaint regarding a member of Council shall not be made available to the public except as may be required under the *Municipal Freedom of Information and Protection of Privacy Act*.

**Inquiry Into Complaints Regarding A Member of Council**

13. Where a Complaint regarding a member of Council is received by the Integrity Commissioner, they shall conduct an inquiry promptly, thoroughly and in a manner that ensures the member of Council who is the subject of the Complaint is given an opportunity to know the nature of the Complaint against them and to make representations respecting the Complaint to the Integrity Commissioner.
14. Information concerning the nature of a Complaint disclosed to a member of Council under section 13 shall be used by the member only for the purpose of making representations respecting the Complaint to the Integrity Commissioner and not for any other purpose.
15. In conducting an inquiry into a Complaint regarding a member of Council, the Integrity Commissioner may exercise any power given to them under this By-law or under Part V.I of the Municipal Act, including the power to conduct or not to conduct an inquiry under the *Public Inquiries Act*.
16. (1) If the Integrity Commissioner is satisfied that a Complaint regarding a member of Council does not contain sufficient information to set out a *prima facie* contravention of the Code of Conduct or other procedures, rules or policies governing a member of Council's ethical behaviour, they shall stay the inquiry into the Complaint.  
(2) Before staying an inquiry under subsection (1), the Integrity Commissioner shall give the Complainant an opportunity to provide additional information respecting

the Complaint and in doing so shall explain to the Complainant what additional information would be required to set out a *prima facie* contravention of the Code of Conduct or other procedures, rules or policies governing a member of Council's ethical behaviour.

- (3) Where the Complainant provides additional information under subsection (2), the Integrity Commissioner shall consider all of the information provided and shall reassess whether there is sufficient information to set out a *prima facie* contravention of the Code of Conduct or other procedures, rules or policies governing a member of Council's ethical behaviour.
  - (4) Where the Integrity Commissioner has stayed an inquiry into a Complaint and, after the stay, additional information is provided which, on its own or together with the information provided before the stay, sets out a *prima facie* contravention of the Code of Conduct or other procedures, rules or policies governing a member of Council's ethical behaviour, the Integrity Commissioner shall lift the stay and conduct the inquiry.
17. (1) If the Integrity Commissioner is satisfied, after considering the information contained in a Complaint and any other relevant information, that a Complaint regarding a member of Council is frivolous, vexatious or not made in good faith, they shall not conduct an inquiry or, where that becomes apparent in the course of an inquiry, shall terminate the inquiry.
- (2) Where, pursuant to subsection (1), the Integrity Commissioner decides not to proceed with an inquiry they shall prepare and file a report under section 21, which applies with necessary modifications, setting out that decision.

### **Penalties and Delegation Regarding a Contravention by a Member of Council**

18. The penalties for a member of Council who contravenes the Code of Conduct or other procedures, rules or policies governing the member's ethical behaviour shall be those authorized under subsection 223.4(5) of the *Municipal Act*, namely:
- (a) a reprimand;
  - (b) suspension of remuneration paid to the member in respect of the member's services as a member of Council for period of up to 90 days.
19. ***Deleted by By-law No. 105-2013, September 19, 2013.***
20. ***Deleted by By-law No. 105-2013, September 19, 2013.***

### **Reporting An Inquiry Into A Complaint Regarding a Member of Council**

21. (1) Where the Integrity Commissioner has completed an inquiry into a Complaint regarding a member of Council, they shall, within 10 days of completing the evidence gathering and investigation portion of the inquiry, prepare and file with the Regional Clerk a report to Council regarding the inquiry.
- (2) Where, in the opinion of the Integrity Commissioner, it is not possible to prepare and file a report to Council within the time set out in subsection (1), they may advise Council of this together with the reasons for their inability to prepare and file the report to Council and request an extension of time for the preparation and filing of the report. Council may, after considering the request, grant the Integrity Commissioner permission to file their report on or before a new fixed date.
22. The Integrity Commissioner shall provide a copy of their report filed under section 21 to the Complainant, to the member of Council who is the subject of the Complaint and to all other members of Council at the same time as filing the report with the Regional Clerk.
23. The report filed under section 21 shall include:
- (a) the nature of the Complaint;
  - (b) the evidence gathered from the Complaint and from the inquiry;
  - (c) the Integrity Commissioner's findings of fact regarding the Complaint, which findings shall be made in accordance with the civil standard on the balance of probabilities;
  - (d) the Integrity Commissioner's decision, based on the findings of fact, that the member of Council contravened or did not contravene the Code of Conduct or other procedures, rules or policies governing a member of Council's ethical behaviour;
  - (e) where the Integrity Commissioner decides that the member of Council has contravened the Code of Conduct or other procedures, rules or policies governing the member's ethical behaviour, the penalty under section 18, if any, to

be imposed, including a copy of a letter of reprimand, if imposed, or a copy of the notice of suspension of remuneration, if imposed.

24. (1) Where the Integrity Commissioner imposes a penalty suspending the remuneration paid to a member of Council, they shall notify the Commissioner of Corporate Services of the suspension and the period of time of the suspension.
- (2) The Commissioner of Corporate Services shall ensure the remuneration of the member of Council is suspended in accordance with the notice of the Integrity Commissioner under subsection (1).
25. Where the Integrity Commissioner has filed a report in respect of an inquiry with the Regional Clerk under section 21, the Regional Clerk shall place the report on the next available Council Agenda as an information item.

### **Confidentiality**

26. (1) The Integrity Commissioner is entitled to have access to such information belonging to or used by the Region, including legal advice that has been given to Council, Standing Committees, the Board of Health or Regional Departments, as they are satisfied is necessary to conduct an inquiry.
- (2) A disclosure to the Integrity Commissioner of legal advice under subsection (1):
  - (a) shall be deemed not to constitute a waiver of solicitor-client privilege;
  - (b) shall be used only for the purpose of conducting an inquiry and not for any other purpose; and
  - (c) the contents or substance of such legal advice shall not be disclosed in any public report prepared by the Integrity Commissioner or any person acting under the instructions of the Integrity Commissioner.
27. The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner:
  - (a) shall preserve the secrecy of all confidential documents, material or information, whether belonging to the Region or not, that come into their possession or to their knowledge in the course of their duties; and
  - (b) without limiting the obligation to preserve secrecy under subsection (a), shall ensure that they and, in particular, any reports they prepare, comply at all times with the *Municipal Freedom of Information and Protection of Privacy Act* and with the Council Procedural By-law regarding personal and personnel information.

### **General Provisions**

28. If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act or of the *Criminal Code* (Canada), the Commissioner shall immediately refer the matter to the

appropriate authorities and suspend the inquiry until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to Council.

29. Appendix A which is attached to this By-law forms a part of it.
30. This By-law may be referred to as the Integrity Commissioner By-law.
31. That this by-law shall come into force on the day upon which it is passed.

THE REGIONAL MUNICIPALITY OF NIAGARA

*Original Signed By:*

\_\_\_\_\_  
(Gary Burroughs, Regional Chair)

*Original Signed By:*

\_\_\_\_\_  
(Janet Pilon, Regional Clerk)

Passed: August 2, 2013

Integrity Commissioner - Complaint Form

**Appendix A**

**Please note that a member of Council who is the subject of a Complaint under section 10 of the Integrity Commissioner By-law will be informed of the identity of the Complainant.**

**Affidavit**

(Complaint under section 10 of the Integrity Commissioner By-law)

Affidavit of \_\_\_\_\_ *[full name]*,

I, \_\_\_\_\_ *[full name]*, of the

**City/Town/Other** of \_\_\_\_\_ *[municipality of residence]* in the  
Province of Ontario

**MAKE OATH AND SAY/AFFIRM:**

- 1. I am a member of The Regional Municipality of Niagara's Council/a Niagara Region employee/a Niagara Region resident/a person who has business, institutional or other premises in the Niagara Region.**
2. I have personal knowledge of the facts as set out in this affidavit because

\_\_\_\_\_  
\_\_\_\_\_

*[insert reason(s), e.g. I work for. . . , I attended the meeting at which . . . , etc.].*



3. I have reasonable and probable grounds to believe that a member of the Regional Municipality of Niagara's Council, \_\_\_\_\_ *[name of member]*, has contravened section(s) \_\_\_\_\_ *[specify section(s)]* of the Code of Conduct for members of the Regional Municipality of Niagara's Council; other procedure, rule or policy, the particulars of which are as follows:

*[Set out the statements of fact in consecutively numbered paragraphs in the space below, with each paragraph being confined as far as possible to a particular statement of fact.*

*If you require more space, please attach an additional page or pages, numbered consecutively, with a statement at the top of each additional page that the contents form part of this affidavit.*

*If you wish to include documents or other exhibits to support this Complaint, please refer to them as Exhibit A, B, etc. and attach them to this affidavit.*

*If you are relying on the information of others, please indicate this and identify the source of the information by name, providing contact information if possible.]*

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Schedule A Attached ☐

4. This affidavit is made for the purpose of making a Complaint for consideration by the Regional Municipality of Niagara's Integrity Commissioner and for no other purpose.

SWORN before me at the City of Thorold, in the Province of Ontario on

\_\_\_\_\_ (Month) \_\_\_\_\_ (Day), \_\_\_\_\_ (Year)

\_\_\_\_\_  
A Commissioner for taking affidavits, etc.  
(Signature of Commissioner)

\_\_\_\_\_  
Complainant (Signature)

**Signing a false affidavit may expose you to prosecution under section 131 and 132 or 134 of the Criminal Code (Canada) and also to civil liability for defamation.**

**Notice of Collection of Personal Information pursuant to the  
*Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)***

**Personal information contained on this form is collected under the authority of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, and will be used for the purposes of an inquiry by the Integrity Commissioner into a Complaint regarding a member of Council pursuant to the Integrity Commissioner Bylaw. Questions about this collection may be directed to: (need to insert details of either Regional Clerk or the Integrity Commissioner).**

**Schedule A**

To the affidavit required at s. 3 of the Formal Complaint Procedure

## **APPENDIX H – CODE OF CONDUCT FROM PROCEDURAL BY-LAW**

### **Purpose of the Code of Conduct**

The Niagara Region is well respected by the general public, clients, employees, elected officials, suppliers, communities, and governments due to its excellent track record of ethical conduct and high integrity. The purpose of this Code of Conduct is to outline the responsibilities and procedures to be followed.

### **Scope of the Code of Conduct**

This Code of Conduct applies to every member of Council of Niagara Region. Members of Council are encouraged to discuss any situations of concern or doubt regarding the code with the Regional Chair. The Code of Conduct helps to ensure that the members of Regional Council share a common basis for acceptable conduct. These standards are designed to provide a reference guide and a supplement to the legislative parameters within which the members of Council must operate. These standards should serve to enhance public confidence that Regional Municipality of Niagara's elected representatives operate from a base of integrity, justice and courtesy.

The Code of Conduct is a general standard that augments the provincial laws and Regional by-laws that govern the conduct. It is not intended to replace personal ethics.

### **General Principles**

All members of Council shall observe the highest standard of ethical conduct. They are expected to act honestly, independently, impartially, with discretion and without regard to self-interest and to avoid any situation liable to give rise to a conflict of interest. They are expected to be mindful of the importance of their duties and responsibilities, to take into account the public character of their function and to conduct themselves in a way that maintains and promotes the public's trust in the Regional Municipality of Niagara. All members of Council have a duty to act honestly, in good faith and in best interests of the Regional Municipality of Niagara. All members shall serve their constituents in a conscientious and diligent manner. No member shall use the influence of office for any purpose other than the exercise of his or her official duties.

### **Foster Respect for Decision-making Process**

All Members of Council shall accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

### **Release of Confidential Information Prohibited**

Members of Council have a duty to hold in strict confidence all information concerning matters dealt with at meetings closed to the public. A Member of Council shall not, either directly or indirectly, release, make public or in any way divulge any such information or any aspect of the meeting closed to the public deliberations to anyone, unless expressly authorized by Council or required by law to do so.

Members of Council shall not release information in contravention of the provisions of the Municipal Freedom of Information and Protection of Privacy Act and shall comply with the provisions of the Information Access and Privacy Protection Policy for Niagara Region.

Members of Council shall not release information subject to solicitor-client privilege, unless expressly authorized by Council or required by law to do so.

Members of Council shall not misuse confidential information (information that they may have knowledge of by virtue of their position as Councillor that is not in the public domain, including e-mails and correspondence from other Members of Council or third parties) such that it may cause detriment to the Corporation, Council or others, or benefit or detriment to themselves or others.

### **Avoiding Conflict of Interest and Unethical Behaviour**

Members of Council of Niagara Region shall avoid conflict of interest or unethical behaviour. This policy will assist members of Council to identify and handle potential conflicts of interest and provide a useful reference guide to help to ensure consistency in dealing with situations. It is intended to supplement other professional codes in use.

### **Compliance with the *Municipal Conflict of Interest Act and Avoidance of Conflicts***

The Members of Council shall fully comply with the provisions of the *Municipal Conflict of Interest Act*. This Act outlines the procedure to be followed if a party wishes to pursue an alleged contravention of the *Municipal Conflict of Interest Act*. Members of Council shall also avoid conflict of interest or unethical behaviour in the following situations (note conflicts are not limited to the following):

Members of Council shall not use their position within the Region to gain any particular interest personal or family advantage or benefit in utilizing any service provided by the Region or in conducting any business on behalf of the Region.

- (i) Members of Council shall not be involved as an official of the Region in judging, inspecting or making a decision on any matter in which they have a personal or family interest. Any Member of Council involved shall immediately declare a conflict of interest as soon as such conflict is identified.

### **Respect, Truth, Honesty and Integrity**

1. Members of Council shall respect the values of truth, honesty and integrity in all Niagara Region matters, issues and activities.

## APPENDIX H - CODE OF CONDUCT FROM PROCEDURAL BY-LAW

2. Members of Council shall not impose their personal, moral or religious standards on others as every person is an individual with specific rights, values, beliefs and personality traits to be respected at all times.
3. Members of Council shall respect the right to confidentiality and privacy of all clients, volunteers and employees and be aware of their responsibilities under relevant legislation, corporate and departmental policies, ethical standards and where appropriate, professional standards. No discussion regarding clients, volunteers or employees will be conducted other than with authorized persons in accordance with corporate and department policy.

### Pursuit of Excellence

1. Members of Council shall act in the best interest of the community, in a responsible manner, and be held accountable for their actions.
2. Members of Council shall strive to achieve the highest standards of competence.
3. Members of Council shall be cognizant of their position within the Region and the trust and influence that can be afforded these positions by clients and community agencies. Employees shall ensure that they are operating in a manner that does not violate trust relationships or abuse the power of the position.

### Gifts and Benefits

Members shall not accept fees, gifts, hospitality or personal benefits that are connected directly or indirectly with the performance of duties as Regional Councillors, except compensation authorized by law.

This section does not apply to tokens, mementoes, souvenirs, or such gifts or benefits that are received as an incident of protocol or social obligation that normally accompanies the responsibilities of office.

No Member shall seek or obtain by reason of his or her office any personal privilege or advantage with respect to Regional services not otherwise available to the general public and not consequent to his or her official duties.

### Conduct

As representatives of the Region, every member of Council has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak in a manner that is discriminatory to any individual based on the person's race, ancestry, place of origin, creed, gender, sexual orientation, age, colour, marital status or disability. Members shall ***be encouraged (added January 16, 2014, By-law No. 01-2014)*** to disable the audible signals on their cell phones during any Committee or Regional Council meetings.

### Influence on Staff

## APPENDIX H - CODE OF CONDUCT FROM PROCEDURAL BY-LAW

Under the direction of the Chief Administrative Officer, Regional staff serve Council as a whole. Without a specific delegation from Council, no individual member of Council has executive authority over municipal staff. Members of Council shall be respectful of the fact that staff work for the Region as a body corporate and are charged with making recommendations to Council that reflect their professional expertise and a corporate perspective without undue influence from any member or group of members. Members of Council shall not maliciously or falsely injure the professional or ethical reputation of staff.

### **Complaint Procedure (*amended July 2, 2015, By-law No. 65-2015*)**

The procedure for filing complaints alleging that a member of Council has contravened the Code shall be governed by the policies of Council as amended from time to time.