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**APPENDIX "C"**



**London**  
CANADA

**THE CORPORATION OF  
THE CITY OF LONDON**

**REQUEST FOR PROPOSAL 14-XX  
FOR**

**APPOINTMENT OF AN INTEGRITY COMMISSIONER**

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4<sup>TH</sup> FLOOR. LONDON, ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

**BID DOCUMENTS ARE AVAILABLE FOR DOWNLOAD FROM BIDDINGO ([WWW.BIDDINGO.COM](http://WWW.BIDDINGO.COM)) OR PICK-UP AT THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE. ONLY SUBMISSIONS RECEIVED FROM BIDDERS WHO HAVE OBTAINED THE DOCUMENTS DIRECTLY FROM BIDDINGO OR THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE WILL BE CONSIDERED FOR THIS BID. BIDDERS WHO HAVE NOT OBTAINED THEIR BID DOCUMENTS THROUGH EITHER OF THESE TWO ACCEPTABLE METHODS SHALL HAVE THEIR BID SUBMISSION DISQUALIFIED.**

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**THE CORPORATION OF THE CITY OF LONDON**

Purchasing and Supply  
P.O. Box 5035  
London, Ontario N6A 4L9  
[www.london.ca](http://www.london.ca)

**PROPOSAL CHECKLIST**

- 1. Have you complied with the "Submission Instructions", section 7.0? \_\_\_\_\_
  - 2. Have you complied with the "Specific Requirements", section 11.3? \_\_\_\_\_
  - 3. Have you acknowledged the number of addenda issued in the appropriate space provided in section 13.0 of the Form of Proposal? \_\_\_\_\_
- FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED.**
- 4. Have you purchased the Bid Documents at the City of London's Purchasing and Supply Office (hard copy) or from Biddingo @ [www.Biddingo.com](http://www.Biddingo.com) (electronic copy)? \_\_\_\_\_
  - 5. Form of Proposal – Original Signature in Ink, section 13.0? \_\_\_\_\_
- FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**
- 6. Have you included the USB flash drive or DVD? \_\_\_\_\_

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**DOCUMENT FEES**

**Original Hard Copy – Cost is \$50.00 – Cheque made payable to the “City Treasurer”.**

- i) upon request, the City will mail out a hard copy of the original document, including drawings (if applicable); and
- ii) notify Bidder who was awarded the contract.



**BIDDERS PLEASE READ**  
**GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

**1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW**

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context  
Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids  
Successful Propnent: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

**2. WARRANTIES FOR USAGE**

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

**3. BRAND NAMES**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

**4. SAMPLES AND DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

**5. QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

**6. ACCEPTANCE OF MATERIAL**

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

**7. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

**8. DELIVERY**

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

**9. DEFAULT PROVISION**

In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

**10. COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

**11. SAFETY STANDARDS**

The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

**12. MANUFACTURER'S CERTIFICATION**

The City reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

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**BIDDERS PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPONETS**

**13. SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**14. ORAL INSTRUCTIONS OR SUGGESTIONS**

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

**15. DISCREPANCIES AND OMISSIONS**

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, issue Addenda through Biddingo.com.

**16. SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

**17. RESERVATIONS FOR REJECTION AND AWARD**

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

**18. BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

**19. ADDITIONAL GENERAL CONDITIONS**

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

**20. SUCCESSORS AND ASSIGNS**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

**21. SUB-CONTRACTS**

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

**22. WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

**23. LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

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THE CORPORATION OF THE CITY OF LONDON

Request for Proposal 14-XX  
XXXXXXXXXXXXXXXXXXXX

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**Request for Proposal 14-XX**  
**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**



**THE CORPORATION OF THE CITY OF LONDON**

Purchasing and Supply  
P.O. Box 5035  
London, Ontario N6A 4L9  
[www.london.ca](http://www.london.ca)

**Request for Proposal 14-XX**  
**XXXXXXXXXXXXXXXXXXXX**

Date

**1.0 PURPOSE**

The Corporation of the City of London (“City”) is seeking proposals from Bidders who are interested in serving the City of London as its Integrity Commissioner. The appointment will be on an as needed basis for a two-year term, with the potential for a four-year term extension.

**2.0 BACKGROUND**

At its meeting of April 30, 2013, the Municipal Council adopted a “Code of Conduct for Members of Council” (attached as Appendix “A”). The Code of Conduct is a living document intended to be amended and updated from time to time.

The Corporate Services Committee, comprised of five Members of Municipal Council, has been appointed to interview candidates and evaluate responses received, facilitated by representatives from City Clerk, Legal and Purchasing & Supply Divisions. The evaluation committee will make a recommendation to Municipal Council on an individual to be appointed as the Integrity Commissioner.

The role of the appointed Integrity Commissioner will be to:

1. function independently from Civic Administration and report directly to Municipal Council.
2. investigate complaints and alleged breaches of the “Code of Conduct for Members of Council” in accordance with “The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol” (Appendix “B”).
3. review the “Code of Conduct for Members of Council” and to make recommendations thereon, at a minimum of once per year.
4. serve as an advisor to individual Members of Council in relation to the “Code of Conduct for Members of Council”, and any procedures, rules and policies of the municipality governing the ethical behaviour as well as any associated policies, and act as a proactive educator for the Municipal Council, the Civic Administration and the Public.
5. provide semi-annual reports to the Municipal Council, summarizing his/her activities in accordance with section 223.6 of the *Municipal Act*, 2001.
6. provide individual investigative reports, as required, which will include background concerning the complaint and recommendations to Municipal Council with respect to the complaint for its consideration, in accordance with section 223.6 of the *Municipal Act*, 2001.

Members of Council have expressed a desire to have a greater certainty regarding the costs of the services of an Integrity Commissioner. Preference will be given to those candidates who provide a block of options, as described in greater detail in Part 3 Special Instructions for Bidding and Proposing. Bidders are requested to provide in their response and without breaking confidentiality, samples of the responses to requests for advice that they have provided, in a role of Integrity Commissioner or otherwise.

The Integrity Commissioner will work independently and it is expected that the bulk of the work will be carried out at his/her workplace and not on City Property, however, space at a City facility to undertake interviews will be made available, as required.

Reponses to this Request for Proposals (RFP) will be evaluated by the evaluation committee based on criteria established in the RFP. Bidders may also be asked to attend an interview with the evaluation committee. The recommended Bidder will be requested to give a presentation to the Mayor and Members of Council.

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**3.0 SPECIAL INSTRUCTIONS FOR BIDDING AND PROPOSING**

**3.1 Bidder Qualifications**

The qualifications that a candidate for the position of Integrity Commissioner should possess include:

- Proven impartiality and neutrality, such as that of a judge;
- An ability to provide services on a part-time, flexible and as-needed basis;
- No other involvement in political campaigning/endorsement, or related conflict of interests;
- No financial interest in the work undertaken by the City of London;
- An independent person who personifies high ethical standards;
- Experience managing sensitive inquires, conducting investigations and making appropriate recommendations;
- Excellent communication skills;
- Familiarity with investigator procedures and the applicable legal principles, general knowledge and appreciation of municipal government;
- Ability to interpret and apply the provisions of various statutes, regulations, policies and other enabling frameworks;
- Impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence; and,
- At least ten years of senior-level management, legal or quasi-judicial experience.

**3.2 Appointment**

The appointment will be for a two-year term, with the potential for a four-year term extension.

**3.3 Fees**

Fees to be paid to the Integrity Commissioner, under an independent contract.

**3.4 Conflict of Interest**

In addition to complying with any rules as established by a Bidder’s governing body, if any, the Bidder shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Bidder’s participation in this RFP process, and if selected, the performance of the Bidder’s responsibilities pursuant to the Retainer.

The City reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Bidder on such basis.

**3.5 Proposal Response Format**

The City discourages overly lengthy and costly proposals; however, in order for the City to evaluate proposals fairly and completely, Bidders should follow the format set out herein and provide all of the information as requested. Bidders are encouraged to provide further details in their proposal that may demonstrate excellence. Bidders are encouraged to provide any additional information not specifically outlined in the context of this RFP.

Bidders are asked to read these instructions and adhere to the format set out below when preparing their RFP. Failure to comply with this requirement may, solely at the City’s discretion, result in the Bidder’s proposal being disqualified from further consideration.

**3.5.1 – Form of Proposal**

The first part (cover page) of the Bidder’s response will consist of a completed “Form of Proposal” with authorizing signatures. The “Form of Proposal” identifies the Bidder, confirms the number of addenda received, and includes a statutory declaration of an authorized officer of the Bidder that contains legally binding covenants about the proposal and the Bidder and an agreement to abide by the RFP’s terms.



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**3.5.2 - Bidder Qualifications**

The second part of the Bidder’s response shall discuss the Bidder’s qualifications to undertake an appointment to the position of Bidder. The Bidder shall include, at a minimum, the following information:

1. The Bidder’s name, address, telephone, email and fax number for all communications.
2. A general description of the individual’s or company’s business, including any specific, relevant experience.
3. The name, title and curriculum vita of the proposed Bidder.
4. The name, title and curriculum vita for any staff to which work may be delegated, if applicable.
5. Any error or omissions insurance coverage maintained by the Bidder proposed to provide the services outlined herein.
6. A description of available support staff and resources, if any.
7. A declaration of all actual and potential conflict of interests that exists now or may exist in the future, together with the proposal of managing and dealing with conflict of interests (as specified in 3.4 above).

**3.5.3 – Proposed Work Plan**

The third part of the Bidder’s response shall provide detail of the following:

1. A statement acknowledging an understanding of the requirements.
2. A work plan setting out how the Bidder would ensure that the work will be assigned and performed by the appropriate staff (including any work that may be assigned to students or staff), such that quality of work, cost effectiveness and avoidance of duplication of work will be achieved. The work plan shall also set out proposed response times and any communication and co-ordination procedures that the Bidder proposes, where it is appropriate to do. A protocol for the confidential receipt and forwarding of complaints will be developed by the successful Bidder.

**3.5.4 – Proposed Fee Schedule**

One component for consideration of the responses to this RFP will be the fee structure proposed. Bidders are encouraged to provide any alternative fee structure as may be available to the City, such as block billing, per diem rates, annual caps on fees etc., in addition to hourly rates.

As such, the fourth part of the Bidder’s response shall consist of:

1. The proposed fee structure and billing methods, including the proposed billing rate for the Bidder and any other pertinent staff members;
2. Any alternative fee structures and proposed disbursement rates;
3. An undertaking that the rates proposed in the fee structure will be guaranteed for the duration of the Retainer.

All prices must be net and firm.

The Bidder will be solely responsible for any and all payments and/or deductions required, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

**3.5.5 – References**

The fifth part of the Bidder’s response must consist of a minimum of four (4) references. Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the Bidder has done, either as Integrity Commissioner or in a similar or complementary role that is reflective of the qualifications listed under Part 3.5.2.

The City may contact any or all of the references provided in its evaluation of the Bidder’s proposal.

The City will not accept any City staff as references from Bidders.

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**4.0 EVALUATION**

**4.1 Bidder Qualifications**

Qualified Bidders are those that have relevant education, training and experience in conducting similar services and satisfy all the qualifications stated in this RFP. Relevant experience with other municipalities or other government agencies would be an asset.

**4.2 Method**

Proposals will be evaluated on the basis of the information provided by the Bidder at the time of submission of its proposal and the evaluation criteria, as detailed below.

An evaluation committee has been established for evaluation purposes. The evaluation of all proposals received will be conducted in a structured manner, ensuring fair and consistent assessment, and selection of the successful Bidder. The process will consist of the following steps:

**Step 1**

Proposals received by the date and time indicated will be reviewed and deviations to the requirements of this RFP will be noted and assessed. Bidders may be contacted to explain or clarify their proposals. Bidders will be notified if there are irregularities and their bid is being rejected in accordance with City policy.

**Step 2**

Compliant proposals will be scored by the evaluation committee and ranked accordingly.

**Step 3**

The evaluation committee may interview short-listed Bidders. No scores will be communicated to the Bidders. The interview will serve as the mechanism for further evaluation of the proposals of short-listed Bidders at an in-depth and more detailed level in order to establish a finalist. The further detailed evaluation will take into account discussions, presentations and clarifications with/by short-listed Bidders and analysis by the City, together with such other considerations as the City, in its sole discretion, deems necessary to complete its assessment of the short-listed Bidders. In responding to the questions and providing additional information, a Bidder cannot alter their original proposal.

The individual who will be recommended to Municipal Council to be appointed Integrity Commissioner will be agreed upon by the evaluation committee.

**Step 4**

References or any other type of information that will aid the City in its selection may be obtained. The City reserves the right to consider all or any information received from all available sources, whether internally or externally obtained. The City may reject bids from further consideration based on results of reference checks. The City shall not disclose the results of said reference checks to any party outside the City.

**Step 5**

Notification will be provided to all unsuccessful Bidders who responded to the RFP, with the name of the recommended Bidder.

**4.3 Criteria**

The evaluation criteria may include, but is not limited to the following:

- a) the qualifications and experience of the Bidder, including results of the reference checks; and,
- b) the fee structure proposed, including any flexibility and creativity in cost savings.

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**5.0 RFP SCHEDULE**

The following is a tentative schedule to assist Bidders:

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| Evaluation of Proposals           |  |
| Interviews if Required            |  |
| Award of Proposal by City Council |  |

**6.0 INFORMATION FOR BIDDERS**

- a) Proposals received by Purchasing and Supply later than the specified closing time will be returned unopened to the Bidder.
- b) A Bidder who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Bidder as it applies to this request for proposal.
- c) A Bidder may withdraw a submitted proposal at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal. Withdrawal requests received after the proposal closing time will not be permitted.
- d) In the event that only one proposal is received at time of closing, the Manager of Purchasing and Supply or designate will either open the proposal or delay opening of the proposal for consultation with the respective Managing Director/ City Manager as to whether to open or reject the proposal. A rejected proposal will be returned unopened to the Bidder. A decision to re-propose will be made respectively by the Manager of Purchasing and Supply and the respective Managing Director/ City Manager.
- e) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this proposal. Amendments or changes to this proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be distributed through Biddingo.com. It is the Bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any Bidder. By submitting a bid in response to this proposal, the Bidder acknowledges and agrees that addenda shall only be posted on Biddingo.com and it is the sole responsibility of the Bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED**
- f) Bidders are to refer to the General Conditions, Instructions and Information for Bidders. Your proposal and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Bidders and the terms or conditions of this proposal, the terms and conditions of this proposal shall prevail.
- g) The City reserves the right to accept or reject any and all proposals. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/ City Manager, unless otherwise stated.
- h) The acceptance and award of the proposal and execution of an agreement, contract or purchase order is subject to approval by City Council.
- i) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.



- j) If the amount proposed for a unit price item does not agree with the extension of the estimated quantity and the proposed unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the proposal contains an error in addition and/or subtraction and/ or transcription in the approved proposal documentation format requested (ie. Not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Proposals containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.
- k) By submitting a bid, the Bidder acknowledges and accepts all terms and conditions in this bid solicitation document and all policies and procedures in the Procurement of Goods and Services Policy located on the City of London Purchasing and Supply Website.

**7.0 SUBMISSION INSTRUCTIONS**

**7.1 Closing Date and Time**

Bidders are required to submit one (1) signed original copy of the Request for Proposal. In addition, Bidders are required to submit one (1) copy of the Request for Proposal on a USB flash drive or DVD (or four (4) hard copies if unable to provide USB flash drive or DVD). The Bidders submission (original and copies) must be in a sealed envelope clearly identified as **Request for Proposal XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**. Completed submission can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4<sup>th</sup> Floor, London, Ontario N6A 1H2 and must be received before **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, local time, **Failure to submit the Signature Page (page XX) will result in your submission being rejected.**

Bidders are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

**7.2 Late Submissions**

Proposals received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Bidder.

**7.3 Period of Acceptance**

The proposal submission is to remain firm for acceptance for a period of one hundred and twenty (120) days from the date of closing.

**7.4 Questions/Inquiries**

- a) Inquiries regarding this RFP are to be directed to City of London, Purchasing and Supply, **Name**, Procurement Officer, by facsimile at 519 661-5030 or e-mail to [purch@london.ca](mailto:purch@london.ca). Inquiries must not be directed to other City employees or Elected Officials. **Directing inquiries to other than Purchasing and Supply may result in your submission being rejected.**
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Bidders in writing in the form of an Addenda which will only be posted on Biddingo.com.**
- c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this proposal. Amendments or changes to this proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be distributed through Biddingo.com. It is the Bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any Bidder. By submitting a bid in response to this proposal, the Bidder acknowledges and agrees that addenda shall only be posted on Biddingo.com and it is the sole responsibility of the Bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED**

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- d) Each Bidder must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to **xxxxx,xx, 2014 at 2:00 p.m.**
- e) Where a request results in a change or a clarification to the proposal, the City will prepare and issue an Addendum to this proposal as stated in 6e). **With the exception of an Addendum delaying the closing or cancelling of this Proposal.** No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Bidders that have submitted bids prior to the date and time cut-off for Addenda issuance are solely responsible to monitor Biddingo.com for further Addendum and are therefore also solely responsible for submitting complete new bids acknowledging any said Addendum prior to the closing date and time of the bid solicitation.

**7.5 Rights Reserved by the City**

- a) The City is not liable for any costs incurred by the Bidder in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal, or by reason of any delay in the award of the proposal.
- b) The lowest proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- c) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at anytime prior to the possible awarding of a contract.
- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and respondent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

**7.6 Access to Information**

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and in accordance with Council Policy – The Procurement of Goods and Services Policy section 21.4.
- b) The Bidder does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

**8.0 REQUIREMENTS AT TIME OF EXECUTION**

**8.1 Insurance**

**Insurance and Indemnification:**

The successful Bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the successful Bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and Bidder's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

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The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least sixty (60) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- c) The successful Bidder shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City. The successful Bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- d) The successful Bidder shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Bidder, its agents, officers, employees or other persons for whom the Bidder is legally responsible.
- e) Evidence of financial stability (via insurance) is as important for professionals as it is for the Bidder and suppliers. This type of insurance is on a 'claims made' basis. As a result when a policy is effective from January 1 to January 1 it only covers claims made within that year. If work is completed in December, but no claim is made until February the policy in effect in February is the one that insures the loss – not the policy that expired on January 1<sup>st</sup>. For this reason, we require evidence that insurance is in effect for 12 months after work is completed.

Clause: "The successful Bidder shall carry Professional Liability Insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than One Million (\$1,000,000.00) \* dollars and shall continue for twelve (12) months following completion of work.

The successful Bidder shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Consultant shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement. "(\*\$1 million for architects, \$2 million for all other professionals).

**8.2 Certificates of Insurance:**

All Bidders will be required to provide evidence of insurance on one or more of the forms shown on the City's Purchasing and Supply website. In most cases, the 'Standard' form is all that is required. Forms 2 (Professional) and 3 (Contractors') are for specialized work. None of these forms request higher limits or greater variety of coverage than was necessary in the past. However, the forms 2 and 3 do provide much more information to the reviewer. The three forms are:

1. [Standard Certificate of Insurance](#) This form is used for agreements, permits, leases, licenses, special events and other activities/program where proof of liability insurance is required.
2. [Certificate of Professional Liability Insurance](#) This form is for consultants or other professionals undertaking work for the City. The new information requested more clearly describes how the insurance carried under the policy responds to claims.
3. [Contractors' Certificate of Insurance](#) Contracts for infrastructure design and construction projects require completion this certificate. This information on this form more clearly describes the various types of insurance coverage that is normally excluded under a standard general liability insurance policy.

**8.3 Workplace Safety & Insurance Board**

- a) The successful Bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful Bidder further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful Bidder is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

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**8.4 Safety Policies and Procedures and Related Documentation – Time of Execution**

Required information to be submitted at Time of Execution: The successful Bidder shall submit one (1) copy of each of the following items:

- a) Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), Bidders are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- b) They may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

**8.5 Safety Policies and Procedures and Related Documentation – Time of Submission**

Bidders submitting a bid shall submit one copy of each of the following items.

- a) Bidder’s written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act or where not required any other written safe work procedures applicable to the work or a written description of safety practices applicable to the work.
- b) Proof that personnel have received training in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, where applicable.
- c) The names of Bidder’s personnel who hold a valid First Aid Certificate. where applicable.
- d) Additional safety clauses must still be addressed in the documentation as required (ie: confined space, asbestos, lead abatement, project specific certifications and/or training).

**9.0 TERMS AND CONDITIONS**

**9.1 Contract Period**

The term of the contract will be for a period of two-years from the date of the appointment by Municipal Council.

**9.2 Renewal**

The City at its absolute sole discretion has the option to renew the contractor for a further four-year period.

**9.3 Cancellation**

- a) The City reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.
- b) The City reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.

**9.4 Payment and Holdback**

The successful Bidder shall be entitled to receive ninety (90%) percent of the value of the work actually done and materials and equipment placed on the basis of the contract price. Release of the holdback shall be issued thirty (30) days from the date of the final completion of the project.

**9.5 Police Records Check and Vulnerable Position Screening**

It is the responsibility of the successful Bidder to obtain a Police Records and Vulnerable Position Screening clearance for all employees who will be providing the Service and ensure that they are kept current throughout the contract period. The successful Bidder must make these documents available for review by the City of London upon request. The City will conduct random reviews (we will provide the successful Bidder with advance notice) at your own office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.



**9.6 Assignment**

Following award of the contract, the successful Bidder shall not, without written consent of the Manager of Purchasing and Supply or designate make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Manager of Purchasing and Supply or designate may be arbitrarily withheld.

**9.7 Workplace Harassment & Discrimination Prevention Policy**

The Integrity Commissioner will be expected to conduct themselves in accordance with the City's Workplace Harassment & Discrimination Prevention Policy listed on the Tenders & RFP's webpage. <http://www.london.ca/business/tenders-rfps/bidding-opportunities/Documents/CodeConduct.pdf>

**9.8 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005**

The Bidder shall ensure that all its employees, agents, volunteers, or others for whom the Bidder is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended the "Act"). The Bidder shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Bidder shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Bidder to amend its training policies to meet the requirements of the Act and the Regulation.

**9.9 Changes in Law**

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the *Arbitration Act* S.O. 1991, C. 17.

**9.10 Exclusion of Bidder In Litigation**

- a) The City may, in its absolute discretion, reject a proposal submitted by a Bidder if the Bidder, or any officer or director of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
  - i. Any other contract or services; or
  - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the Bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

**9.11 Exclusion Of Bidder Due To Poor Performance**

- a) The Managing Director/ City Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.





**10.0 SCOPE OF WORK**

The role of the appointed Integrity Commissioner will be to:

1. function independently from Civic Administration and report directly to Municipal Council.
2. investigate complaints and alleged breaches of the “Code of Conduct for Members of Council” in accordance with “The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol” (Appendix “B”).
3. review the “Code of Conduct for Members of Council” and to make recommendations thereon, at a minimum of once per year.
4. serve as an advisor to individual Members of Council in relation to the “Code of Conduct for Members of Council”, and any procedures, rules and policies of the municipality governing the ethical behaviour as well as any associated policies, and act as a proactive educator for the Municipal Council, the Civic Administration and the Public;
5. provide semi-annual reports to the Municipal Council, summarizing his/her activities in accordance with section 223.5 of the *Municipal Act, 2001*; and
6. provide individual investigative reports, as required, which will include background concerning the complaint and recommendations to Municipal Council with respect to the complaint for its consideration, in accordance with section 223.6 of the *Municipal Act, 2001*.

**11.0 SUBMISSIONS REQUIREMENTS**

**11.1 General**

- a) The City is requesting proposals from Bidders who are both interested and capable of undertaking the project.
- b) The onus is on the Bidder to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) The responses will be assessed according to how well they assure the City’s success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Bidders expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- e) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.

**11.2 Administration Fee**

Bidders who do not elect to retrieve the proposal information from the Biddingo.com can purchase a hard copy of the document. Cost is \$50.00 in the form of a cheque or Canadian Money Order. Cheques are to be made payable to the "City Treasurer".

**11.3 Specific Requirements**

Your proposal submission **MUST** follow the following format:

- a) Title page which will include the Bidder's legal name, address, telephone and fax numbers, e-mail address and name of primary contact and date.
- b) A least one (1) original signed “**Form of Proposal**” **MUST** be submitted with the proposal submission.

**12.0 EVALUATION CRITERIA**

**12.1 Evaluation Team**

Proposals will be evaluated by an evaluation team, facilitated by representatives from City Clerk, Legal and Purchasing and Supply Divisions.

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**BY RESPONDING TO THIS RFP, BIDDERS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SUCCESSFUL BIDDER TO CITY COUNCIL AND THAT CITY COUNCIL MAKES THE FINAL DECISION.**

**12.2 Evaluation Criteria**

The evaluation criteria may include, but is not limited to the following:

- a) the qualifications and experience of the Bidder, including results of the reference checks;
- b) the fee structure proposed, including any flexibility and creativity in cost savings.

**12.3 Selection Process**

- a) Receive written responses from Bidders
- b) Evaluate Proposals
- c) Interviews, if necessary
- d) Recommendation
- e) Agreement, Purchase Order or Contract Record

John Freeman, CSCMP  
Manager of Purchasing and Supply



**13.0 FORM OF PROPOSAL**

**AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION**

- 13.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):  
\_\_\_\_\_
- 13.2 I/WE, the undersigned authorized signing officer of the Bidder, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 13.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Bidder.
- 13.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 13.5 I/WE further declare that the undersigned is empowered by the Bidder to negotiate all matters with the Corporation representatives, relative to this proposal.
- 13.6 WE further declare that the agent listed below is hereby authorized by the Bidder to submit this proposal and is authorized to negotiate on behalf of the Bidder.
- 13.7 I/WE have allowed for Addenda numbered as follows: #\_\_\_\_\_ through to #\_\_\_\_\_.

**Failure to acknowledge all addenda will result in your proposal being rejected.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/PROVINCE: \_\_\_\_\_

POSTAL CODE/ZIP CODE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_

HST REGISTRATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE OF PROPOSAL: \_\_\_\_\_

**NOTE: Please return your written submission and USB flash drive or DVD in addition with page 19 complete with an original signature in ink on or before 2:00 pm, Local Time, \_\_\_\_\_**

**FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**

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**APPENDIX "A"**

**CODE OF CONDUCT FOR MEMBERS OF COUNCIL**  
The Corporation of the City of London

**Recitals**

WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS section 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 2 Accountability and transparency of the municipality and its operations; and in paragraph 7, Services and things that the municipality is authorized to provide under subsection 10(1);

AND WHEREAS section 223.2(1) of the *Municipal Act, 2001* authorizes a municipality to establish a code of conduct for members of the council of the municipality;

AND WHEREAS the establishment of a Code of Conduct is consistent with the Corporation's Accountability and Transparency Policy set out in By-law A.-5161-17, Schedule "F";

AND WHEREAS the establishment of a Code of Conduct is in keeping with the Corporation's Strategic Plan including the Mission "At Your Service: A Respected and Inspired Public Service Partner" and the principles of good government, respect and integrity;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

**Application of the Code**

This Code of Conduct applies to the Mayor and all members of council.

**Definitions**

In this Code of Conduct:

"apparent conflict of interest" means if there is a reasonable perception, which a reasonably well informed person could properly have, that the member's ability to exercise an official power or perform an official duty or function must have been affected by his or her private interest;

"child" means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;

"Code" means this Code of Conduct;

"Corporation" means The Corporation of the City of London;

"Council" means the Council of The Corporation of the City of London;

"Family Member" means a child, parent or a spouse;

"Member" means a member of council and includes the Mayor;

"parent" means a parent who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

"spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside of marriage;

**Rule 1 - Key Principles and Framework**

1.1 The Code is to be given a broad, liberal interpretation in accordance with the applicable legislation, the definitions set out herein and its general intent and purposes.

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1.2 The Code operates together with and as a supplement to the following legislation that governs the conduct of Members:

- (i) *Municipal Act;*
- (ii) *Municipal Conflict of Interest Act;*
- (iii) *Municipal Elections Act, 1996;*
- (iv) *Municipal Freedom of Information and Protection of Privacy Act;* and
- (v) *Criminal Code of Canada.*

1.3 Members are governed by the *Municipal Conflict of Interest Act* and the provisions of that Act take precedence over any authority given to the Integrity Commissioner to receive or investigate complaints regarding alleged contraventions under that Act when a complaint involving the very same matter has been made under that Act. Where a proceeding has been commenced under the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall suspend any investigation being conducted by him or her with respect to the same matter until the proceeding under the *Municipal Conflict of Interest Act* has been completed.

1.4 Members seeking clarification of any part of this Code should consult with the Integrity Commissioner.

1.5 Any written advice given by the Integrity Commissioner to a Member binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner.

1.6 In carrying out his or her responsibilities regarding the Code, the Integrity Commissioner is not limited to looking at the pecuniary interest of the Member, and for clarity, the Integrity Commissioner is specifically authorized to investigate issues of conflict in a broad and comprehensive manner.

**Rule 2 - General Rules**

- 2.1 Members shall serve and be seen to serve their constituents in a conscientious and diligent manner.
- 2.2 Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, including apparent conflicts of interest.
- 2.3 Members shall not extend in the discharge of their official duties, preferential treatment to Family Members, organizations or groups in which they or their Family Members have a direct or indirect pecuniary interest.
- 2.4 Members are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny.
- 2.5 Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament, the Ontario Legislature, and the by-laws and policies of the Corporation.
- 2.6 Members shall accurately and adequately communicate the decisions of the Council, even if they disagree with Council's decision, such that the respect for the decision-making processes of Council is fostered.

**Rule 3 - Gifts and Benefits**

- 3.1 No inappropriate gifts are allowed that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.
- 3.2 No Member shall accept, solicit, offer or agree to accept a commission, fee, advance, cash, gift, gift certificate, bonus, reward or benefit that is connected directly or indirectly with the performance of his or her duties of office unless permitted by the exceptions listed in section 3.4 below. No Member shall accept the use of property or facilities, such as a vehicle, office or vacation property at less than fair market value or at no cost.
- 3.3 For the purpose of this Code a commission, fee, advance, cash, gift, gift certificate, bonus, reward or benefit provided with the Member's knowledge to a friend, Family Member or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties, is deemed to be a gift of that Member.

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- 3.4 Members are not precluded from accepting:
- (a) contributions authorized by law;
  - (b) political contributions that are otherwise offered, accepted and reported in accordance with applicable law;
  - (c) food and beverages at banquets, receptions, ceremonies or similar events, if:
    - (i) attendance serves a legitimate business purpose;
    - (ii) the person extending the invitation or a representative of the organization is in attendance; and
    - (iii) the value is reasonable and the invitations infrequent;
  - (d) services without compensation by persons volunteering their time;
  - (e) food, lodging, transportation and entertainment provided by other levels of governments, by other local governments, boards or commissions or by a foreign government within a foreign country;
  - (f) a reimbursement of reasonable expenses incurred in the performance of duties or office;
  - (g) a reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;
  - (h) token gifts such as souvenirs, mementos and commemorative gifts that are given in recognition of service on a committee, for speaking at an event or representing the Corporation at an event; and
  - (i) gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

3.5 A Member shall return any gift or benefit which does not comply with this Code along with an explanation why the gift or benefit cannot be accepted.

3.6 In the case of exceptions claimed under 3.4 (c), (e), (h) and (i), if the value of the gift or benefit exceeds \$300.00 or if the total value of gifts or benefits received from one source during the course of a calendar year exceeds \$300.00, the Members shall within 30 days of receipt of the gift or benefit or reaching the annual limit, complete a disclosure statement in a form prescribed by the Integrity Commissioner and file it with the Integrity Commissioner. A disclosure statement shall be a matter of public record.

3.7 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in his or her opinion, create a conflict between a private interest and the public duty of the Member. In the event that the Integrity Commissioner makes that preliminary determination, he or she shall call upon the Member to justify receipt of the gift or benefit.

**Rule 4 - Confidential Information**

4.1 Members shall hold in strict confidence all information concerning matters dealt with at a meeting closed to the public under the *Municipal Act* or any other Act. For greater certainty, information shall include, without limitation, documents, records, advice received, presented, reviewed or discussed at a closed meeting and any discussion, direction and deliberation during the closed meeting. A Member shall not, either directly or indirectly, disclose, release, make public or in any way divulge any such information or any aspect of a closed meeting to anyone unless expressly authorized by Council or required by law.

4.2 A Member shall not disclose information in contravention of the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

4.3 A Member shall not disclose information that is subject to solicitor-client privilege, unless the privilege has been expressly waived by Council.

4.4 A Member shall not misuse any confidential information such that the release thereof may cause detriment to the Corporation, Council, the public or others or benefit or detriment to themselves or others. For greater certainty, confidential information includes, without limitation, information that a Member has knowledge of by virtue of their position as a Member that is not in the public domain, including emails, and oral and written communications from other Members or third parties.



**Rule 5 - Incompatible Activity**

5.1 A Member shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of his or her official duties in the public interest.

5.2 Without limiting the generality of the foregoing, a Member shall not:

- (a) use the influence of his or her office for any purpose other than for the exercise of his or her official duties;
- (b) act as an agent before Council, any committee, board or commission of Council or the City's Hearings Officer;
- (c) solicit, demand or accept the services of any corporate employee, or individual providing services on a contract for service, for re-election purposes during hours in which the employee, or individual providing services under a contract for service, is in the paid employment of the Corporation;
- (d) use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;
- (e) place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;
- (f) give preferential treatment to any person or organization in which a Member has a financial interest;
- (g) influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member has a financial interest; or
- (h) use the Corporation's property, materials, equipment, services, supplies, facilities, employees, agents or contractors for personal gain, personal purpose or for any private purpose.

5.3 A Member shall not allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties.

5.4 A Member shall avoid waste, abuse and extravagance in the provision or use of public resources.

5.5. A Member shall expose fraud and corruption of which the Member is aware.

**Rule 6 - Conduct at Meetings and When Representing the Council or the Corporation**

6.1 A Member shall conduct himself or herself with appropriate decorum at all times.

6.2 A Member shall conduct himself or herself at meetings of Council, committees, agencies, local boards and commissions to which they are appointed by the Council or by virtue of being an elected official with decorum in accordance with the provisions of the applicable procedure by-law.

6.3 A Member shall make every effort to participate diligently in the activities of the Council and the committees, agencies, local boards and commissions to which they are appointed by the Council or by virtue of being an elected official.

**Rule 7 - Conduct Respecting Staff**

7.1 A Member shall be respectful of the role of the Corporation's employees, individuals contracted by the Corporation on a purchase of service agreement and students on placements to provide advice based on political neutrality and objectivity and without undue influence from any individual member or faction of the Council or a committee.

7.2 No Member shall maliciously or falsely injure the professional or ethical reputation, or the prospect or practice of an employee of the Corporation, an individual contracted by the Corporation on a purchase of service agreement or a student on placement, and all Members shall show respect for the professional capacities of such persons.

7.3 No Member shall compel an employee of the Corporation to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities.

7.4 No Member shall use, or attempt to use, their authority for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the Corporation, individual contracted by the Corporation on a purchase of service agreement or a student on placement with the intent of interfering in that employee's duties, including the duty to disclose improper activity.

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**Rule 8 – Discreditable Conduct**

8.1 Members have a duty to treat members of the public, one another, individuals contracted by the Corporation on a purchase of service agreement, students on placement and employees of the Corporation appropriately and without abuse, bullying or intimidation and to ensure that their work environment is safe and free from discrimination and harassment. *The Ontario Human Rights Code* and the *Occupational Health and Safety Act* apply and, where applicable, the Corporation’s Workplace Harassment and Discrimination Prevention Policy and the Workplace Violence Prevention Policy.

8.2 Upon receipt of a complaint with respect to alleged discreditable conduct of a Member that relates to the Corporation’s Workplace Harassment/Discrimination Prevention Policy or Workplace Violence Prevention Policy, the Integrity Commissioner shall forward the information subject to the complaint to Human Resources who, in the event mediation or other informal attempts to resolve the complaint as provided for in the applicable policy are not appropriate or prove ineffective and where Human Resources determines that further inquiry is warranted, will refer it to an external investigator to conduct an independent investigation in accordance with the applicable policy and the Corporation's Formal Investigation Process.

8.3 Upon receipt of the report of the independent investigator, the Integrity Commissioner shall make a determination on the application of this Code of Conduct and the merits of the investigation respecting the conduct of the Member subject to the complaint. The findings of the Integrity Commissioner shall be reported to City Council as per the normal procedure respecting such matters.

**Rule 9 – Requirement to Adhere to Council Policies and Procedures**

9.1 Members shall adhere to such by-laws, policies and procedures adopted by Council that are applicable to them.

**Rule 10 - Integrity Commissioner**

10.1 It is a violation of the Code to obstruct the Integrity Commissioner in the carrying out of his or her duties and responsibilities.

10.2 No Member shall threaten or undertake any active reprisal against a person initiating an inquiry or complaint under the Code or against a person who provides information to the Integrity Commissioner in any investigation.

10.3 It is a violation of the Code to destroy any documents or erase any electronic communications or refuse to respond to the Integrity Commissioner where a formal complaint has been lodged under the Code.

10.4 Upon receipt of a recommendation from the Integrity Commissioner, Council may in circumstances where the Integrity Commissioner has determined there has been a violation of the Code of Conduct, impose either:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.



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APPENDIX "B"

THE CORPORATION OF THE CITY OF LONDON  
CODE OF CONDUCT FOR MEMBERS OF COUNCIL  
COMPLAINT PROTOCOL

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the code of conduct for members of council.

Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. A.-6957-158 on April 30, 2013.

This Complaint Protocol was adopted by Council by [cite by-law and date].

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or a representative of an organization who has identified or witnessed behaviour or an activity by a member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the "Code") may wish to address the prohibited behaviour or activity themselves as follows:

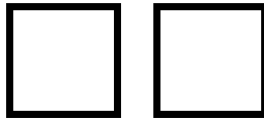
- (1) advise the member that the behaviour or activity contravenes the Code;
- (2) encourage the member to stop the prohibited behaviour or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) if applicable, confirm to the member your satisfaction with the response of the member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (5) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

Integrity Commissioner Requests for Inquiries - Section 1

- 1. (1) A request for an investigation of a complaint that a member has contravened the Code (the "complaint") shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.
- (2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).
- (3) A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.



- (4) For any complaint received from and after July 1 in any municipal election year, the Integrity Commissioner shall stay any investigation required by such complaint until the date after the inaugural meeting of the new Municipal Council and until then, shall keep such complaint confidential.

**Initial Classification by Integrity Commissioner - Section 2**

- 2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).
- (2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:
  - (a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;
  - (b) if the complaint on its face is with respect to non-compliance with the *Municipal Conflict of Interest Act*, the complainant shall be advised to review the matter with the complainant's own legal counsel;
  - (c) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;
  - (d) if the complaint on its face, is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;
  - (e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate; and
  - (f) if the Integrity Commissioner receives a complaint during a municipal election year respecting a member who is seeking re-election and he is of the opinion that it is politically motivated, he may stay the investigation until after the new Municipal Council takes office or dismiss it if he concludes it is specious.
- (3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.
- (4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

**Integrity Commissioner Investigation - Sections 3 – 7**

- 3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.
- (2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.
- 4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.
- (2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by subsection 223.4(2) of the Act.
- (3) When the *Public Inquiries Act* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act*, the provision of the *Public Inquiries Act* prevails.



5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act*:
    - (a) serve the complaint and supporting material upon the member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten days; and
    - (b) serve a copy of the response provided upon the complaint with a request for a written reply within ten days.
  - (2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.
  - (3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any member unless the member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.
  - (4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.
6. (1) The Integrity Commissioner shall report to the complainant and the member generally no later than 90 days after the making of the complaint.
  - (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.
  - (3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.
  - (4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.
7. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

**Municipal Council Review – Section 8**

8. (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.
- (2) In responding to the report, Municipal Council may vary a recommendation that impose a penalty, subject to section 223.4, subsection (5) of the *Municipal Act*, but shall not refer the recommendation other than back to the Integrity Commissioner.
- (3) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code imposes either of two penalties:
  - (a) a reprimand; or
  - (b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

**Confidentiality – Section 9**

9. (1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act*, which are summarized in the following subsections.
- (2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.
- (3) All reports from the Integrity Commissioner to Council will be made available to the public.
- (4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.