



KIRKLAND LAKE

T H E R I G H T E N V I R O N M E N T

Town of Kirkland Lake

Integrity Commissioner Services

RFP Number: 608-24-RFP

The Corporation of the Town of Kirkland Lake:
P.O. Box 1757, 3 Kirkland Street West,
Kirkland Lake, Ontario
P2N 3P4

Closing Date and Time: February 15, 2024 at 2:00 PM

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1. Introduction

The Corporation of the Town of Kirkland Lake (herein known as the “Town”) is seeking proposals from a Company/Consultant (herein known as the “Company”) for a 0B Integrity Commissioner Services.

The Integrity Commissioner is to administer the respective Council approved Code of Conduct, including providing advice to Members of Council, and investigating complaints.

The [*Municipal Act*](#), 2001, as amended, (“the Act”) required that’s municipalities appoint an Integrity Commissioner (IC) for the following responsibilities in relation to municipal councils:

- the application of the code of conduct for members;
- the application of any procedures, rules and policies governing the ethical behaviour of members;
- the application of provisions of the *Municipal Conflict of Interest Act* to members and members of local boards;
- requests from members for advice respecting a member's obligations under the code of conduct;
- requests from Council Members for advice respecting their obligations under a procedure, rule or policy governing the ethical behaviour of members;
- requests from Council Members and members of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*; and
- educating members, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The term of the appointment will be for the remainder of the 2022-2026 Term of Council, with an option to renew or extend at the Town’s sole discretion, upon mutual agreement between the parties.

1.1 Background

The Town of Kirkland Lake (the Town) is located approximately 600 kms North of Toronto. The main economic drivers are gold mining, forestry, environmental services, and professional services such as health care and education. According to the 2020 census, Kirkland Lake’s population numbers are 7,750. However, the daily service population makes this number higher as Kirkland Lake is the business and administrative centre in the northern portion of the

Timiskaming District. The Town of Kirkland Lake is governed by a seven-member Council comprised of six (6) Councillors and one (1) Mayor. The Town also has various Committees of Council, with members appointed by Council.

Municipalities are authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing, in an independent manner, the duties defined in Section 223.3 (1) of the *Municipal Act*, S.O. 2001. The Town of Kirkland Lake adopted:

- a [Code of Conduct \(By-Law No. 19-026\)](#), governing members of Council during Council, Committee and any other advisory or committee of Council meetings;
- a [Integrity Commissioner Inquiry Protocol \(By-Law 19-027\)](#) , setting out the framework for inquiries into allegations of contraventions of Council's (and its committees) Code of Conduct and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* breaches;
- a [Procedural By-Law \[currently under review\] \(By-Law No.15-075\)](#), as amended by [By-Laws 20-034](#) & [20-067](#), to govern the proceedings of members of Council (and members sitting on its committees);
- an [Accountability and Transparency Policy \(CORP2020-003\)](#), providing guidance on how the Town ensures municipal matters are approached in an accountable and transparent manner;
- a [Council-Staff Relations Policy \(By-Law 19-025\)](#) and [Code of Ethics Policy \(CORP2022-002\)](#) for municipal employees, ensuring that the relationship between members of Council and the Town's officers and employees is co-operative and supportive with a clear understanding of the respective roles and responsibilities;
- a [Use of Corporate Resources for Election Purposes Policy \(CORP2022-001\)](#), establishing the parameters/guidelines for members of Council, candidates, town employees, etc., on the use of corporate resources for election related purposes; and
- a [Council Conference Attendance Policy \(CNCL2023-001\)](#) , specifically noting a member adhering to Council's Code of Conduct, and their responsibility when representing the Town during intergovernmental events.

**NOTE - These documents are intended to be reviewed and can be accessed with the links associated on each. Documents may be amended and updated from time-to-time.*

1.2 Scope of Work

The Integrity Commissioner will be responsible for administering the Council Code of Conduct, and for investigating formal complaints and alleged breaches of the Codes of Conduct in accordance with the accountability and transparency provisions of the *Municipal Act*. The Successful Proponent will work on an as and when required basis; the Town does not guarantee a specific quantity of work.

The Integrity Commissioner performs the following:

- a) Help ensure that members perform their functions in accordance with the Code of Conduct and other procedures, rules or policies governing their ethical behavior.
- b) Provide advice and rulings on ethical challenges, issues, and dilemmas, upon request of Council or a member of Council.
- c) Upon request, deliver a presentation to members of Council regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of members under the Code of Conduct and any other procedure, rules or policies governing their ethical behavior.
- d) Function independently from Town staff and report to Council.
- e) Investigate complaints and alleged breaches of the Council Code of Conduct.
- f) Review the Council Code of Conduct and make recommendations for improvements.
- g) Serve as an advisor to individual members of Council with respect to the Council Code of Conduct and any procedures, rules and policies of the Town governing the ethical behavior, as well as associated policies and by-law.
- h) Serve as a proactive educator for Council, Staff and the public with respect to ethical behavior for Council members within the Town.
- i) Prepares and deliver an annual report to Council containing a summary of activities, if any, during the previous calendar year.
- j) Upon request, provide advice regarding the *Municipal Conflict of Interest Act*.
- k) Assess complaints from the public to determine validity.
- l) Investigate valid complaints.
- m) Conduct inquiries upon complaint for *Municipal Conflict of Interest Act* and code of conduct matters.
- n) Report the results of the investigations to Council and to the public.

- o) Determine whether a member of Council has violated a municipal protocol, by-law, or policy governing ethical behavior.
- p) Recommend appropriate discipline as outlined in the Code of Conduct and *Municipal Act*.
- q) Report the results of an investigation through Council; and
- r) Upon completion of investigation, consider whether to apply to a judge for a determination as to whether a member contravened the *Municipal Conflict of Interest Act*.

All reports, presentations and material produced by the Integrity Commissioner become the property of the Town. Any public materials and the final report must be delivered in an accessible standard for the purposes of compliance with the *Accessibility for Ontarians with Disabilities Act*.

**The Integrity Commissioner does not have authority over the conduct of Municipal employees.*

1.3 Qualifications

The general qualifications for the position of Integrity Commissioner should include the following:

- a) Proven impartiality and neutrality.
- b) An ability to provide services on a part-time, flexible and an as-needed basis.
- c) No other involvement in political campaigning/endorsement, or related conflicts of interest.
- d) No financial interest in the work undertaken by the Town.
- e) An independent person who personifies high ethical standards.
- f) Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations.
- g) Excellent communication skills.
- h) Familiarity with investigator procedures and the applicable legal principles.
- i) General knowledge and appreciation of municipal government.
- j) Ability to interpret and apply the provisions of various statutes, regulations, policies and other enabling frameworks.
- k) Impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence.
- l) Timely delivery of assignments; and
- m) At least ten years of senior-level management, legal or quasi-judicial experience.

1.4 Appointment

The term of the appointment will be for the remainder of the 2022-2026 Term of Council, with an option to renew or extend at the Town's sole discretion, upon mutual agreement between the parties.

1.5 Subcontracting

The Proponent acknowledges that in any potential agreement with the Town, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the Town, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the Town shall communicate and respond directly with the Proponent.

1.6 Submission Requirements

a. Overview

A narrative demonstrating the Proponent's understanding of the full scope of services, reasons why the Proponent is interested in taking on this role, company background and history, its familiarity with the Town, and complete contact information.

b. Qualifications and Experience – Conflict Resolution & Investigation

Provide at least two (2) examples which demonstrates how previous experience aligns with the role of the proposed Integrity Commissioner (i.e., Adjudicative skills, managing sensitive inquires and making appropriate recommendations).

c. Qualifications and Experience – General Municipal Knowledge

Provide at least two (2) examples which demonstrates 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.

d. Qualifications and Experience – Knowledge of Ontario Municipal Legislation

Provide one (1) example which demonstrates broad knowledge and experience related to municipal government and the role of a municipal Integrity Commissioner.

e. Client References

Provide at least two (2) references the Town may contact. References should be from sources of similar project experience relevant to the requirements of this project. The Town reserves the right to contact these references, where appropriate. In the interest of fair and equitable consideration to all Proponents, please do not list the Town of Kirkland Lake as a reference for this section.

f. Fees and Expenses

Provide an hourly rate for their services and a list of proposed related expenses. If applicable, provide an Annual Retainer price and description of services covered under the retainer. Fees & expenses shall not include contingencies or HST.

1.7 Evaluation Criteria

Companies will be selected for further consideration and possible follow up interviews based on the following criteria:

Evaluation Criteria	Total Weight for Section
Overview and References	20
Qualifications and Experience – Conflict Resolution and Investigation	30
Qualifications and Experience – General Municipal Knowledge	15
Qualifications and Experience – Knowledge of Ontario Municipal Legislation	25

Evaluation Criteria	Total Weight for Section
Fees for Service Standard Hourly Rate (5 points) Education and Training Hourly Rate (3.5 points) Clerical Hourly Rate (1.5 points)	10
TOTAL	100

2. Terms and Conditions

The proposal instructions provided shall be strictly adhered to by the Company submitting in response to this RFP. The Town of Kirkland Lake reserves the right to disqualify any proposals that do not comply with the proposal submission requirements provided herein.

2.1 Project Timelines

Below are the relevant dates governing the timelines for this project:

Issue RFP	January 19, 2024
Deadline for Questions concerning the RFP	January 30, 2024
Response to RFP Questions	February 2, 2024
Proposal Submission Deadline 2:00 PM EST	February 15, 2024
Notification to Successful Company	Within 2 weeks of Closing

2.2 Communications

Companies submitting a proposal in response to this RFP shall examine all instructions contained within this RFP and shall provide any questions and report any errors, omissions, or ambiguities **in writing by e-mail** to:

Ryan Dageleman, Program Manager - Procurement and Risk Management

P.O. Box 1757, 3 Kirkland Street West,
 Kirkland Lake, Ontario P2N 3P4
 Phone: 705-567-9361 Ext. 231
 Email: ryan.dageleman@tkl.ca

The Town of Kirkland Lake is not obligated to provide additional information to bidders, and any information provided is at the sole discretion of the Town.

The Town of Kirkland Lake and its advisors make no representation or guarantee with respect to the accuracy of the information provided in the Request for Proposal document. Further, bidders shall undertake their own investigations and make their own determinations as to the additional information necessary to respond to this RFP. Companies submitting a proposal in response to this RFP agree that the contents of the RFP shall form part of their proposal.

2.3 Bid Documents

Each **BID FORM** should contain the legal name under which the Company carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the Town may consult regarding the Bid.

All rates must be stated in Canadian funds.

All shall be effective for the duration of the Term.

Prices shall remain firm for a period of 90 days from the date of Proposal closing time.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

By submitting a bid, I/We the undersigned, agree I/We have carefully examined the attached documents and conditions of the Bid Document. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus, and documentation as are required to satisfy this Bid.

NOTE: All portions of the "Bid Form" must be accurately and completely filled out

All Bid Forms MUST be included in each submission along with any additional requested information. Bid Forms to include are;

- **Fee Proposal Form**
- **Declaration Form**
- **Non-Collusion Affidavit**

- **Conflict of Interest Declaration**
- ***Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement***

Additional information to be included on separate documents are stated in the evaluation criteria.

2.4 Bid Submission Format

To receive consideration, hard copies of the proposal shall be submitted in a sealed envelope identifying the Company Name, Project Name and Number, and addressed as follows:

The Corporation of the Town of Kirkland Lake

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario,

P2N 3P4

Attention: Ryan Dagelman, Program Manager - Procurement and Risk Management

Submissions will also be accepted by email to ryan.dagelman@tkl.ca

Companies receiving proposals should register on the Town's Document Taker Registration list to receive additional information and addendums. Please use this link to register.

https://www.kirklandlake.ca/our_services/tenders_rfp_s_rfq_s

Bids must be received at the above noted address no later than 2:00 PM EST, on February 15, 2024. Bids received after this time will be returned unopened. Faxed submissions will not be accepted.

Non-public opening of the Proposals will take place on the same day at 2:00 PM. In Council Chambers, at the Municipal Office at 3 Kirkland Street West, Kirkland Lake, Ontario.

The Town will not be responsible for any lost documents or for those documents no delivered to the proper address or email. Only the names of the respondents shall be made public by the Town. No other information shall be disclosed at this time. All submissions shall become property of the Town.

2.5 Bid Withdrawal or Amendment

Companies may amend or withdraw their quote, provided such withdrawal or amendment is received prior to the closing deadline. Amendments to the bid must be submitted following the same terms and conditions as the main bid and shall clearly identify the section(s) of the quote that the amendment is replacing.

2.6 Period of Validity & Clarification

Bids submitted in response to this RFP shall remain valid for a period of ninety (90) days from the submission deadline in order to accommodate delays that may arise because of the municipal council elections. The Town of Kirkland Lake reserves the right to seek clarification of any aspect of bids received in response to this RFP. Clarifications provided by Companies shall be deemed to form part of the quote submitted by the Supplier.

2.7 Award of Project to Successful Companies & Notification to Unsuccessful Companies

The Town of Kirkland Lake will endeavour to select a Company within two (2) weeks of the closing date. Written notification will be provided to the successful Company.

The successful Company will be required to enter into an agreement for **OB Integrity Commissioner Services** using the Town of Kirkland Lake's standard agreement. The agreement will include provisions requiring the Company to not exceed the prescribed project scope or fee upset limit without the prior written consent of the Town. The agreement will also contain provisions requiring the Company to comply with all applicable laws in Ontario and Canada in carrying out the project. General terms and conditions are attached as Schedule "C" to this RFP.

If the successful Company does not execute the Agreement or fails to comply with conditions of award within 15 business days of written notification of selection, the Town will have sole discretion to withdraw its offer to the successful Company, and the Town will incur no liability to the Company for taking such action.

When the signed Agreement is in place between the successful Company and the Town, written notification will be provided to the unsuccessful Companies advising of the project award. Companies submitting RFPs for this project agree

that the selection of the successful consultant by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

2.8 Restrictions on Communications

Companies participating in this RFP, shall not initiate communication regarding this RFP with any member of Town of Kirkland Lake staff (including elected officials), except for the contact identified in the RFP document. Companies who violate this clause may be subject to disqualification at the sole discretion of the Town of Kirkland Lake.

Companies participating in this RFP, shall treat all information regarding the RFP provided by the Town as confidential, and shall not disclose such information to third parties, including the media unless approved in writing by the Town. Companies shall return any project information provided by the Town to the Town of Kirkland Lake if so requested.

2.9 Freedom of Information and Protection of Privacy

The Town of Kirkland Lake may at any time, make public the names of all Companies responding to this RFP.

Additional information may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended. Any consultant proprietary or confidential information contained in the bid should be clearly identified on each respective page. The Town will maintain confidentiality on such information unless ordered to release the information by the Information and Privacy Commission or a court.

2.10 Rights of the Town of Kirkland Lake

In addition to any other rights (expressed or implied) the Town of Kirkland Lake reserves the following rights:

- Request clarification or supplementary information concerning a bid from any Company.
- Confirm with the Company, a third party or references (whether provided in the bid or not) confirmation of any information provided by the Company in their bid.
- Issue addenda which may substantially change the content of this RFP.

- Waive formalities and accept any bid that substantially meets the intent of this RFP, and which complies with the Town Purchasing Policy.
- Negotiate different or additional terms with any Company submitting a bid in response to this RFP.
- Reject any or all bids submitted in response to this RFP at its sole discretion.
- Select any Company whose bid is not the lowest cost to the Town.
- Disqualify any Company whose actions or bid violates terms and conditions stated within this RFP.

The Town of Kirkland Lake will not be held responsible for Company or third-party costs, claims, direct or indirect damages caused by the Town exercising its rights reserved in this section or otherwise expressed or implied in this RFP.

3. Conflict of Interest

Companies submitting RFPs for this project shall disclose any perceived or actual conflict of interest relating to this assignment to the Town prior to submission of the bid and in such circumstances, shall obtain the approval of the Town to submit a bid.

Conflict of Interest could include, but is not limited to, any situation or circumstance where:

- The Company has access to confidential information from the Town that is not available to other Suppliers.
- The Company has undertaken an act that could be perceived as compromising the integrity of the open and competitive RFP process, resulting in the Company having an unfair advantage.

4. Insurance Requirements

Commercial General Liability

The Company shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario.

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000.00).
- (b) Add The Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured.
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than Two Million Dollars (\$2,000,000.00) and shall include contractual non-owned coverage.
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town.

The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town. The Town has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Fee Proposal Form

For comparative purposes it is preferable that cost information be reported in the table below. Additional detailed descriptions of all costs and disbursements may be provided on a separate document.

We/I hereby offer to enter into an agreement for the supply of services, as required in accordance to the Proposal for a price of (must be CDN funds and **without HST**)

<p>Standard Hourly Rate Works performed by the Integrity Commissioner and time spent. Records should be kept on an hourly basis for all activity including Complaint investigation and Complaint adjudication roles.</p>	<p>\$</p>
<p>Education & Training Hourly Rate Works performed by the Integrity Commissioner per hour for all activity including to provide advice to Council and Committees of Council to prevent potential violations of the Code of Conduct; review the Code of Conduct to ensure it meets the needs of Council and Committees of Council; provide advice to the public on matters relating to the conduct of the Council and the Committees of Council; Educates members of Council and the members appointed to Committees of Council on the Code of Conduct and Integrity; Educates the public on the expected conduct of the members of Council and its Committees through information published on the Town's official website.</p>	<p>\$</p>
<p>Standard Clerical Hourly Rate, if any Works performed by the Clerical Staff and time spent. Records should be kept on an hourly basis for all activity including conferences, telephone calls, voicemail, e-mail, preparing correspondence and research. Each hour billed is based on actual work completed on the Town's business.</p>	<p>\$</p>

Additional Expenses and Associated Costs

The Proponent has to specify clearly any other possible fees and associated costs in their proposal. Examples are:

- Travel (mileage, rental, etc.)
- Accommodations (lodging, etc.)
- Meals
- Equipment rental

- Printing
- Contracted office disbursements

The Town will not pay any other fees without prior consent including the following:

- Expenses arising from ineffective file management;
- Any increase in rates not in accordance with this Request for Proposal;
- Staffing inefficiencies caused by the unavailability of firm personnel;
- Routine administrative tasks such as scheduling meetings or attendances, preparations of accounts, file organizations, form letter etc.; and
- Hourly rates of Integrity Commissioner in transit or travel.

Accounts

Every invoice submitted to the Town shall contain the following information:

- a) Name of the matter;
- b) The personnel who performed the matter;
- c) The date the task was performed;
- d) The hourly rate or other rate structure applicable to the matter;
- e) The time (by tenths of an hour) spent for each task;
- f) Detailed description of the work performed (stating only “research” is not sufficient but should specify the type and subject matter of the research);

Proposals shall specify the basis of the fee that represents an all-inclusive cost to the Town. Your proposal must clearly state which services are not included in your financial proposal.

Provide the description of services covered under the retainer:

Page 1 of 5 to be submitted

Declaration

I/We _____ offer to supply the requirements stated within.

I/We hold the prices valid for 90 (ninety) days from submission date.

The specifications have been read over and agreed to this ___ day of _____ 2024.

Company Name: _____

Contact Name *(please print)*: _____

Title: _____

Mailing Address: _____

Town/City: _____ Postal Code: _____

Telephone: _____ Fax: _____

Cell Phone *(if applicable)*: _____

Email: _____

Authorizing Signature:

“I/We have the authority to bind the company/corporation/partnership”

Signature

Non-Collusion Affidavit

I/We _____ the undersigned, am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Kirkland Lake or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Quotation or Proposal of any person, company, corporation, or organization that does attempt to influence the outcome of any Town purchasing or disposal process will be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension.

Dated at _____ this _____ day of _____ 2024.

Signature _____

Company Name _____

Title _____

Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company’s bid submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Town (other than confidential information which may have been disclosed by the Town in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at _____ this ____ day of _____ 2024.

Firm Name: _____

Bidder’s Authorization Official: _____

Title: _____

Signature

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of *Ontario Regulation 429/07, Accessibility Standards for Customer Service* made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____

Company Name: _____

Address: _____

Phone Number: _____

- I, _____, declare that I, or my company, are in full compliance with Section 6 of the *Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005*.
- I, _____, declare that I, or my company, are not in full compliance with Section 6 of *Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called *Serve-Ability, Transforming Ontario's Customer Service* is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Signature

Date

Schedule “C” General Terms and Conditions of Agreement

1. General Description

The Town of Kirkland Lake seeks the services of a qualified Company to provide 0BIntegrity Commissioner Services for the Town of Kirkland Lake.

2. Clarification

It is the Companies responsibility to clarify any details in question before submitting a Proposal. All official correspondence in regard to the scope of work should be directed to and will be issued by the Program Manager - Procurement and Risk Management or designate for the Town of Kirkland Lake in the form of an addendum to all Proposal Takes registered with the Town. The Town will assume no responsibility for oral instruction or suggestions.

Errors, omissions or ambiguities discovered in the contents of this Request for Proposal should be submitted, in detail to: Ryan Dagelman, P.O. Box 1757, Kirkland Lake, ON P2N 3P4 or ryan.dagelman@tkl.ca as indicated under section 2.1 Project Timelines of this document. No allowance for questions will be made after this date.

3. Acceptance or Rejection of Proposals

The submission of Proposals does not obligate the Town to accept any Proposal or to proceed further with the acquisition. The Town may, in its sole discretion, elect not to proceed with the acquisition in whole or in part any may elect not to accept any or all Proposal components for any reason or to cancel the acquisition without any obligation whatsoever to Companies.

The Town reserves the right to reject any of all Proposals for reasonable cause and to accept any Proposal if considered in the best interest of the Town. The lowest or any proposal not necessarily accepted.

Should the Town not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the RFP documents or negotiate an Agreement for the whole or any part of the acquisition with any of the Consultants or the lowest compliant.

Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the RFP documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the Town, be declared invalid and rejected.

The Town retains the separate right to accept or waive irregularities if, in the Town's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Town may, as a condition of RFP acceptance, request a Company to correct a minor or technical irregularity with no change to the Proposal price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at the Town's sole and absolute discretion.

Companies expressly waive any and all rights to make any claim against the Town for any matter arising from the Town exercising its rights as stated in these General Terms and Conditions.

The Town reserves the right to view and discuss with any Company, the Proposal submitted by that Company. The Town reserves the right to negotiate with the Company, any reasonable changes or additions to the Agreement that the Company may propose. Negotiated changes or additions to the Agreement proposed by the Company will be included in the Agreement in the form of an Addendum and will take precedence over the RFO document and the Agreement proposed by the Company. If such changes or additions cannot be negotiated, the Town in its sole discretion may approach another Company for the supply of the goods or service.

4. Award

Any award on this Proposal is conditional upon the Successful Company entering into an Agreement to supply the goods and/or services as required by this Proposal, within such time period as is satisfactory to the Town. Failing this, the Town reserves the right to cancel the award and then re-award this Proposal in whole or in part to any other Company, without any liability to the Successful Company, or to cancel this Proposal in its entirety.

The Successful Company shall execute any documentation, drafted in accordance with the terms of the Successful Companies Proposal and any subsequent negotiation, within seven (7) days of the date of notification of the Successful Companies selection.

Companies not initially selected as the Successful Company hereby commit themselves, subject to notification by the Town to execute documentation as aforesaid up to ninety (90) days following the date of opening of their Proposals.

This request for Proposal is without any guarantee respecting the volume of business to be obtained from the Town.

5. Proposal

- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The Town reserves the right to accept or reject any or all Proposals;
- The lowest Proposal will not necessarily be accepted;
- The Town reserves the right to enter into negotiations with a Company and any changes to the Proposal that are acceptable to both parties will be binding.

Line items and/or total proposal price must be clearly indicated. The Proposal must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the Town unless otherwise provided herein. Submissions or adjustments by telegram, fax or letter will not be accepted.

H.S.T. will be applicable to the supply of labour and equipment.

The Proposal must be signed in the space provided on the form, with the signature of the Company or responsible official of the firm submitting the proposal. If a joint Proposal is submitted, it must be signed and addressed on behalf of both of the Companies.

The Successful Company shall be notified by means of written purchase order/agreement of the acceptance of his/her Proposal.

6. Original Proposal Documents

It is understood that all terms and conditions, specifications, drawings, plans, all Proposal clauses, and the complete Proposal containing all documents as originally issued by and posted in the Procurement Department of the Town shall constitute the Proposal request. Any Proposals received that have clauses or any wording or figures, statistics, numbers, quantities, or any other items that have been changed or altered in any way shall be rejected and not accepted by the Town.

7. Firm Prices

Proposals submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than ninety (90) days.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/services, overhead and profit, shipping and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

The Town makes no allowance for an increase of individual or total prices offered for the duration of the agreement.

8. Any or all Proposals Exceed Approved Budget

In the event that any or all Proposals exceed the approved budget, and staff is not prepared to seek additional funding, the Approval Authority may, opt for one of the following:

- a) Approach the lowest Company to seek options to change the requirements and obtain corresponding price change for the reduced requirements.
- b) Approach the top three Companies to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Companies that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

9. Legal Claims and Damages

The Town reserves the right not to accept a response from any person or Corporation which includes any non-arm's length Corporation and all related Corporations thereto who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous Agreements, bid/proposal submissions or business transactions who is listed as either the Company or Sub Company or any Vendor/ Provider/ Agreement or within the submitted responses.

Also, a Company, by submitting a Proposal, agrees that it will not claim damages, by any means, in respect to any matter relating to the Proposal, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this proposal.

10. Removal from Companies List

The Town reserves the right to remove from its list of Companies, for a period of three (3) years, the name of any Company who fails to execute or accept an

Agreement or purchase order or for unsatisfactory performance on any previous or current Agreement held with the Town.

11. Time is of the Essence

The Town shall have the right to cancel at any time any Agreement or any part of any Agreement resulting from this Proposal in respect to the goods, materials, articles, equipment, work, or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

12. Change/Amendment

At any time prior to the closing date and time, or the final award of the Agreement, the Town reserves the right to alter, delete, amend, or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Proposal, in which case, a formal Addendum specifying the same in detail will be issued.

13. Agreement in Writing Only

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work, or services, specified or called for under this Proposal, will be considered binding, and every notice, advise or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

14. Group Buying and Collaborative Contracts

The Town may at any time make arrangements with other government bodies, public authorities, conservation authorities, municipalities, academia, schools, hospitals (MASH sector), public sector buying groups, and not-for-profit organizations in cooperative purchasing where it is in the best interest of the Town to do so. The Town may reach out for quotation, bids, or proposals, to any pre-awarded contractor or company within a GPO the Town is a member of, for pricing and/or services that meet the scope of this quote, tender, or proposal. Any Company submitting a proposal should use pre-awarded GPO pricing when submitting proposals to the Town. Confirmation of Buying Group membership can be requested from the Program Manager or Procurement.

15. Error & Correction

The Town will make all necessary corrections to any Proposal which is in error through addition or extension; the corrected value prevailing.

Any erasures, alterations or cross-outs must be initialed in ink by the Company. Failure to do so may result in the rejection of the Companies Proposal by the Town.

16. Standards and Legislation

The Successful Company may be required to provide written documentation that all materials or equipment offered in a Companies Proposal meet all applicable Municipal, Provincial and Federal standards, legislation and laws.

17. *Municipal Conflict of Interest Act*

Agreements in which a member of Council has an interest of which disclosure is required under the *Municipal Conflict of Interest Act*, R.S.O 1990, as amended, are voidable at the instance of the Town before the expiration of two years from the date of authorization if such member fails to make such disclosure at the prescribed time.

18. Lobbying Restrictions

Companies and their staff members, or anyone involved in preparing the Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Town's staff and members of Council.

The Town may reject any Proposal by a Company that engages in such lobbying, without further consideration, and may terminate that Companies right to continue in the purchasing process.

During a RFP solicitation process, all communications shall be made through the named party within the competition document. No Company or person acting on behalf of a Company or group thereof, shall contact any elected official, consultant or any employee of the Town to attempt to seek information or to influence the Award.

Elected officials shall refer any inquiries about a Bid Solicitation process to the named party within the competition document.

19. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

The Company shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act*, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the *Accessibility for Ontarians with Disabilities Act*, 2005, the Company shall ensure that all of its employees, agents, volunteers or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Company acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act*, 2005, the Town of Kirkland Lake must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Company shall submit Schedule "A" – page 5, within as proof of compliance.

20. Occupational Health and Safety Requirements (O.H. & S.)

The Companies attention is drawn to the provisions of the *Occupational Health & Safety Act*, 2010. The Company shall be considered the "Constructor" under the terms and conditions of this Act.

21. Workplace Safety and Insurance Board (WSIB)

Note: Effective January 01, 2013, The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the *Workplace Safety and Insurance Act*, 1997 – S.O. 1997, CHAPTER 16, Schedule A. The new rules state the Company must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until they have one. It will be an offence for a Company to perform construction work for a principal without valid clearance in place. A copy of the required clearance certificate must be attached to the Companies submission. Failure to do so may result in non-award of the Agreement. The Town retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Company shall have no right of appeal whatsoever due to non-compliance.

Clarification and more information can be obtained at Workplace Safety and Insurance Board 1-800-387-0750 or 1-416-344-1000 or BeRegisteredBeReady.ca

The onus is on the Company to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

The Company must remain in good standing with the Worker's Compensation Board throughout the duration of the Agreement. The Company clearly understands and agrees that neither he/she nor anyone hired by him/her is covered by the Town of Kirkland Lake under the Workers Compensation Act, and the Company shall be responsible for and pay all dues and assessments payable under the *Worker's Compensation Act*, the *Unemployment Insurance Act*, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the Town with satisfactory evidence that he/she has complied with the provisions of such Act. If the Company shall fail to do so, the Town shall have the right to withhold payment for such sum or sums of money due to the Company as may be required to cover such default and the Town shall have the right to make such payment.

22. *Municipal Freedom of Information and Protection of Privacy Act*

This information is being collected pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and will only be used to make a decision concerning the acceptance of this Proposal. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Bidder shall be kept strictly confidential and release of same, except for any details such as the name of the Successful Bidder and total price will be made public regarding this bid document stated in a report to the Council of the Town, shall only be granted in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Proposal should be clearly identified on each responsive page.

23. *Failure to Comply with all Proposal Terms*

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Proposal, to the satisfaction of the Town, shall be just cause for the cancellation of the Agreement award. The Town shall then have the right to award this Agreement to any other Company or to re-issue the Proposal. The Town shall assess against the defaulting Company any damages whatsoever as a result of failure to comply.

24. *Payment Terms*

The normal payment term offered by the Town is net 30 days from receipt of Invoice. Payment terms shall only be modified at the sole discretion of the Town to take

advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Town. The Company agrees that the Town shall be entitled to the discounted stated herein if payment of invoices for the goods specified or called for in or under this Proposal, is made within the period specified herein after receipt and acceptance of such goods or services by the Town.

Unless otherwise indicated herein, invoices are payable in Canadian Funds at the Town of Kirkland Lake, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

On December 12, 2017, the Ontario Legislation passed Bill 142, the *Construction Lien Act, Amendment Act, 2017* into law. While Bill 142 passed Third Reading on December 12, almost all of the substantive provisions will not come into effect until proclaimed, and they will not be proclaimed until related regulations and forms are approved. Contract Management systems are asked to respond to adjudication review of their template contracts documents to ensure that they comply with the amendments.

25. Proposal Preparation Costs

All costs and expenses incurred by the Company relating to its proposal will be borne by the Company. The Town is not liable to pay for such costs and expenses, or to reimburse or to compensate the Company in any manner whatsoever for such costs and expenses under any circumstances, including the rejection or any or all Proposals or the cancellation of this RFP.

26. Notification to Companies

Any notice that the Town may be required or desired to give to the Company shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier, fax or by confirmed e-mail and addressed to the Company at the address shown for the Company on his submission, and shall irrefutably be presumed to have been received by the Consultant on the third day following such delivery of notice.

27. Influence

No person, company, corporation, or organization shall attempt in any way, either in private or in public, to influence the outcome of any Town purchasing or disposal process. The Bid, Proposal or Proposal of any person, company, corporation, or organization that does attempt to influence the outcome of any Town purchasing or

disposal process will be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension.

28. Indemnification and Hold Harmless

The Successful Company shall defend, indemnify and save harmless The Corporation of the Town of Kirkland Lake, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expense, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Company, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this Agreement and shall survive this Agreement.

The Company agrees to defend, indemnify, and save harmless The Corporation of The Town of Kirkland Lake from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier or Consultants status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier or Consultant in accordance with this Agreement and shall survive the Agreement.

29. Adherence to Requirements

The Company is requested to adhere strictly to all requirements and complete all sections of this Proposal Request including all appendices and Addendums. Failure to do so may be sufficient cause for rejection of the Companies submission.

30. Harmonized Sales Tax

Pricing shall exclude Harmonized Sales Tax (HST) or any other applicable taxes but will be considered extra.

31. Withdrawal of Proposals

Companies will be permitted to withdraw their Proposal, unopened after it has been deposited, if such a request is received by the Procurement and Risk Management Coordinator or their designate in writing, prior to the time specified for the closing of Proposals.

32. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

33. Environmental Commitment

The Town of Kirkland Lake is committed to becoming an increasingly environmentally conscious municipality who understands that our success is dependent upon the sustainability and protection of the natural resources that we all share.

34. Finalizing Terms

This Proposal or Tender document will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the Town and the Successful Bidder will enter into the contract documentation and does not mean that the Successful Bidder's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Bidder's proposal, the Town has the right to negotiate with the Successful Bidder and, as part of that process, to negotiate changes, amendments, or modifications to the Successful Bidder's Proposal without offering the other Bidders, the right to amend their proposals.

35. Force Majeure

It is understood and agreed that the Company shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other causes not within the control or the Provider and which by the exercise of reasonable diligence, the Provider is unable to prevent. Should the performance of any Agreement be delayed or prevented herein set forth, the Provider agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Agreement obligations resume. In any case, such delay shall not exceed the length of time of the interruption /disruption.

36. Independent Contractor

Both parties expressly acknowledge and agree that they are Independent Contractors and no Agency, partnership, or employment relationship is intended or created by this Agreement. The Company shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada pension, Worker's Compensation, insurance premiums of its employees and discipline/supervision of its employees. The Company acknowledges and agrees that while it shall remain fully responsible for the method and completing the Services, the Municipality may supervise the performance of the Services for a) compliance with the Municipalities policies, procedures, directives, and guidelines and for b) compliance with all safety, security, and environmental laws, regulations, guidelines, and procedures. Both parties agree that any such supervision by the Municipality shall not in any way relieve the Company from its obligations and responsibilities under this Agreement or at law nor shall such supervision be considered interference by the Municipality with the Company's performance of the Services

37. Non-Appropriation

This agreement is subject to the appropriation of funds each fiscal year. The agreement is subject to termination or cancellation without penalty of any sort to the Town either in whole or in part, for failure of the Town to budget the required funds.

38. Succession

This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation, or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of the Company or to which the Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Executive hereunder are personal and otherwise not assignable. Executive's obligations and representations under this Agreement will survive the termination of Executive's employment, regardless of the manner of such termination.

39. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Company or representative and the Town or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes, and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes, and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town or the Provider.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act*, 1991 S.O. 1991, Chapter 17, shall apply.

40. Definitions

Addendum — means a written order issued from the Town that clarifies, changes the scope or specifications of the Work prior to commencement and during the solicitation process.

Agreement — A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents, in writing, the give-and-take of a negotiated settlement.

Award — means the acceptance of a Proposal/ Quotation or Tender in accordance with a request.

Bid — making an offer relative to information and/or price considered to be in remuneration for the provision of goods or services.

Bid Document — a tender, quotation, proposal, or other document that states the Town's desire to procure and Bidder's offer to provide to the Town the goods or services defined in the specifications or scope of work.

Bidder/ Respondent/ Provider — a person, corporation or other entity that responds to a request for bids.

Bid price — a price offered for a good or service by a potential Buyer or a price offered by a potential Provider to perform/ provide a specific job or commodity.

Budget — means an amount approved by Council for operating expenses or capital projects.

Certificate of Insurance — means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the Town's requirements.

Change Order — means a written order issued from the Town that changes the scope or specifications of the Work.

Town — The Corporation of the Town of Kirkland Lake.

Company — means a person or Company that submits a Proposal.

Contract — means a binding agreement between the Town and one or more other parties, which has been duly authorized and executed, in accordance with the Town's Procurement By-law.

Contract Documents — means the Request for Bid document (RFP, RFQ, RFD) any addenda, the Contract as issued by the Town and the Successful Proponent's submission.

Contract Administrator or "Engineer" or "Project Manager"— means the Town employee, consultant, or such other officer, as may be authorized by the Town to act in a particular capacity.

Goods and/or Services — means supplies, equipment, maintenance, and professional services.

GPO's — Group Buying Organizations that the Town may be a member of for use of pre-awarded contracts and agreements.

Proposal — means a written submission and offer, received from a Proponent in response to a public invitation to provide goods and/or services based on an approved format of the Town, and containing terms and conditions.

Request for Proposals (RFP) — means a Bid Solicitation that is used to acquire goods, services, or construction, on variable terms, suggesting solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor and which may result in further direct negotiation with one or more Proponents, the suitability of which is determined upon multiple factors.

Request for Tender (RFT) — means a formal, structured invitation to Providers, to bid, to supply products or services based on an approved format of the Town, and containing specified terms and conditions, the tender of which is submitted in writing, and which is normally Awarded to the Lowest Compliant Bid.

Request for Quotation (RFQ) — means a formal, structured invitation to Providers for prices on specific goods, services, and or construction based on an approved format of the Town, and containing specified terms and conditions, the quotation of which is submitted in writing, and which is normally Awarded to the Lowest Compliant Bid.

Specifications — detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

Submission — means information submitted by a Bidder in response to this Request.

Successful Bidder/Proponent/Provider/Contractor — means the person, partnership, or corporation, (e.g., a Contractor/Consultant/Provider) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Contract.

WHMIS — means Workplace Hazardous Materials Information System.

Work/Project — means the goods and/or services supplied by the Successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.