



**Request for Proposal  
For**

**Integrity Commissioner**

Request for Proposal No.: 09-2025

Issued: Wednesday October 8, 2025

Deadline to Submit Questions: Wednesday October 22, 2025

Submission Deadline: Wednesday November 12, 2025 at 2:00pm CST

**Issued by:** The Corporation of the Municipality of Red Lake  
2 Fifth St, Balmertown, ON

**Request for Proposal Contact:** Heather Weese  
**Email:** [procurement@redlake.ca](mailto:procurement@redlake.ca)

## 1 INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Introduction

The Municipality of Red Lake is a vibrant and resource-rich community located in Northwestern Ontario, approximately 535 kilometres (332 mi) northwest of Thunder Bay and 455 kilometres northeast of Winnipeg, MB. Known as the 'Gateway to the Woodland Caribou Provincial Park', Red Lake is a remote but thriving municipality that serves as the commercial and service hub for the region.

Red Lake is home to 4,095 people (Canada 2021 Census), a diverse population and a strong economic base, primarily driven by the mining, forestry and tourism industries. The municipality includes the communities of Balmertown, Cochenour, Madsen, McKenzie Island, Red Lake, and Starratt-Olsen. Its strategic location in the Canadian Shield provides unique opportunities and challenges in infrastructure development, transportation, and service delivery.

### 1.2 Invitation to Proponents

This Request for Proposal (the "RFP") is an invitation by The Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals as further described in Part 4 of the RFP.

This RFP is issued in accordance with the Municipality's Procurement By-law and is subject to applicable trade agreements, including the Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

### 1.3 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

Heather Weese, Procurement & Resource Planning Specialist  
[procurement@redlake.ca](mailto:procurement@redlake.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFP contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification or the proponent and the rejection of the proponent's proposal.

### 1.4 Proponent Eligibility

Proponents must be legal entities authorized to conduct business in Ontario. If the Proponent is a corporation, it must be in good standing under the *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*.

If a Proponent does not carry on business in Ontario, it must be properly registered or licensed to operate in its home jurisdiction. Proof of registration will be required prior to contract award.

### 1.5 Questions and Addenda

Any questions regarding this RFP must be submitted in writing to the RFP Contact by the Deadline for Questions as stated in the RFP Timetable (Section 1.7).

The Municipality will issue written responses and any necessary addenda to registered proponents. It is the responsibility of the proponent to review and acknowledge any issued addenda before submitting a proposal.

### 1.6 Type of Contract for Deliverables

The selected proponent will be requested to finalize an agreement with the Municipality for the provision of the Deliverables. The Municipality intends to negotiate in good faith with the selected proponent to finalize terms. Any such negotiations will be based on the scope, requirements, and conditions set out in this RFP. The Municipality's intention is to enter into an agreement with one (1) legal entity.

### 1.7 RFP Timetable

Issue Date of RFQ:	Wednesday October 8, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Wednesday October 22, 2025
Deadline for Issuing Addenda:	Wednesday October 24, 2025
Submission Deadline:	Wednesday November 12, 2025
Interviews, if required, are expected to take place between November 17, 2025 and November 28, 2025.	
Anticipated Execution of Agreement:	December 2025

The RFP timetable is tentative only and may be changed by the Municipality at any time.

### 1.8 Site Meeting (if deemed applicable by the Municipality)

N/A

### 1.9 Submission of Proposals

All proposals must be submitted in the following method:

- **Electronically:** Via the Municipality's official procurement portal at [www.redlake.ca/document-submission-portal/](http://www.redlake.ca/document-submission-portal/)
  - Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the closing date.
  - Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

It is the responsibility of the Proponent to confirm that the Municipality has received the Proposal.

Late Proposals will not be accepted or considered under any circumstances. The Municipal office clock determines the official closing time of the Proposal Call.

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.7.

### 1.10 Proposal Submission Requirements

All submitted Proposals must include the items detailed in Part 4, Mandatory Submission Requirements.

If a Proposal is submitted jointly by two or more legal entities, the word “Proponent” shall mean each and all such legal entities, and the undertakings, covenants, and obligations of such joint Proponents in the Proposal and any contract awarded thereunder shall be both joint and several.

#### **1.11 Amendment of Proposals**

Updated proposals may only be submitted prior to the submission deadline as specified in Section 1.7, RFP Timetable. Proposals submitted after this deadline will not be accepted.

If a proponent wishes to amend a previously submitted proposal, they must submit a complete, updated proposal via the designated submission portal on the Municipality website. The latest submission will be considered the official proposal, and all prior versions will be disregarded.

#### **1.12 Withdrawal of Proposals**

At any time throughout the RFP process, until the submission deadline, a respondent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

While there are no penalties for withdrawing after the submission deadline, failing to honour a proposal may be seen as not acting in good faith. Proponents who fail to act in good faith may be excluded from future procurement opportunities.

#### **1.13 Opening of Proposals**

An informational public opening of Proposals will take place at 2:00 pm on the submission deadline. The names of proponents will be read aloud, but no pricing or evaluation details will be disclosed.

[End of Part 1]

## 2 EVALUATION, ACCEPTANCE AND EXECUTION.

### 2.1 Stages of Evaluation

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

### 2.2 Stage I - Mandatory Submission Requirements

Proposals that meet all mandatory submission requirements will be reviewed to determine whether the proposed pricing is financially viable.

### 2.3 Stage II – Weighted Criteria

Proposals that pass Stage II will be evaluated based on the weighted criteria set out in Part 4 (RFP Particulars).

#### 2.3.1 Scoring Methodology

Proposals will be scored on a scale of 0 to 10 for each criterion, according to the following definitions:

<b>Score Range</b>	<b>Meaning/Guidance</b>	<b>Rating</b>
0-3	Response shows major weaknesses or omissions. Lacks understanding of requirement, or provides vague or insufficient detail. May raise concerns about the proponent's capability or suitability.	Below Expectations
4-7	Response is generally complete and addresses the requirement with adequate detail and understanding. May lack clear strengths or added value but meets minimum expectations.	Meets Expectations
8-10	Response is well-developed, demonstrates strong understanding, and provides clear advantages such as added value, innovation, or efficiencies. Inspires confidence in delivery.	Exceeds Expectations

Evaluator scores will be averaged and multiplied by the criterion's weight to determine weighted score.

### 2.4 Stage III – Interview

At the Municipality's discretion, shortlisted proponents may be invited to attend an interview with the Evaluation Committee.

The interview may include questions from the Committee to clarify the proposal, confirm the understanding of the Scope of Services, and assess the proponent's approach, capacity, and suitability for the Integrity Commissioner role.

If interviews are conducted, they will be scored out of 20 points and weighted at 15% of the total evaluation as outlined in Section 4.6.

## 2.5 Instructions on How to Provide Pricing

**2.5.1** Proponents shall provide pricing in accordance with Part 4 – RFP Particulars (Pricing Information), including:

- Annual retainer (lump sum)
- Hourly rate(s) for advisory, educational, or investigative services;
- Basis for disbursements (eg. Billed at cost, mileage rate, etc.); and
- Any other applicable fees or charges.

**2.5.2** All pricing must be provided in Canadian funds and shall include all applicable duties, tariffs, and taxes, except for HST, which should be itemized separately. Fees shall include all labour, materials, insurance, administrative, and incidental costs required to deliver the services.

Disbursements (eg. Travel or other out-of-pocket expenses) will be billed as incurred, at cost, in accordance with the approved basis provided in the Fee Proposal.

**2.5.3** The Municipality reserves the right to reject any Proposal that contains materially unbalanced pricing, including disproportionately high or low rates, or any structure that may pose undue financial risk or impair successful contract performance.

## 2.6 Ranking of Proponents

After completion of all evaluation stages, scores will be totaled in accordance with the formula provided in Section 4.6. Proponents will be ranked on their final weighted score and the top-ranked proponent will be invited to enter into negotiations to finalize an agreement with the Municipality.

## 2.7 Contract Negotiation

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include clarification or refinement of terms to better align with the Municipality's requirements, provided such changes do not materially alter the scope of intent of the RFP.

## 2.8 Time Period for Negotiations

The Municipality intends to finalize an agreement with the top-ranked proponent within the Contract Negotiation Period, beginning from the date of the invitation to negotiate is issued.

Proponents should be prepared to:

- Satisfy the pre-conditions of award outlined in Part 4 (RFP Particulars)
- Provide all requested supporting documentation or clarifications promptly;
- Participate in negotiations in good faith and without delay.

Following successful negotiation, the selected proponent will receive a written notice of intent to award and must confirm its acceptance within ten (10) business days. If the proponent fails to respond within this timeframe, the Municipality may proceed with another proponent or cancel the RFP process entirely.

## **2.9 Failure to Enter into Agreement**

If the pre-conditions of award listed in Part 4 (RFP Particulars) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

### **2.10 Reserved Rights of the Municipality**

The Municipality reserves the right to reject any or all proposals, cancel the Proposal at any time, and proceed with a different course of action without liability. In exercising this discretion, the Municipality will act in good faith and in accordance with its procurement policies and applicable laws.

Without limiting the generality of the foregoing, the Municipality specifically reserves the right to:

- Reject any Proposal that, in the opinion of the Municipality, is materially unbalanced and may pose an undue financial risk or reflect a misunderstanding of the work;
- Reject any Proposal that exceeds the Municipality's available budget to the extent that the Deliverables cannot reasonably be funded or approved; or
- Request clarification or additional information to assist in the evaluation of any Proposal.

[End of Part 2]

### **3 GENERAL RFP TERMS AND CONDITIONS**

#### **GENERAL INFORMATION AND INSTRUCTIONS**

##### **3.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

##### **3.2 Proposals in English**

All submitted proposals are to be in English only.

##### **3.3 No Incorporation by Reference**

The entire content of the submitted proposal shall be in a fixed form, and the content of websites or other external documents referred to in the proposal but not attached will not be considered to form part of its submission.

##### **3.4 Information in RFP only an Estimate**

The Municipality and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or through any addenda. Any quantities, specifications, or other data in the RFP or addenda that are estimates will be clearly marked as such. These estimates are provided solely to give proponents a general understanding of the scope and scale of the Deliverables.

##### **3.5 Proponents to Bear Their Own Costs**

Proponents are solely responsible for all costs incurred in the preparation, submission, and presentation of their Proposal, including any subsequent negotiations, interviews, or demonstrations with the Municipality. If the Municipality elects to reject all submitted proposals, it shall bear no liability for any costs, damages, or anticipated profits lost by any Proponent, nor for any other expenses related to this RFP process.

##### **3.6 Indemnification**

The Municipality will indemnify and save harmless the successful proponent or any person acting under the instructions of that office for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under Part V.1 of the Municipal Act or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

##### **3.7 Proposal to be Retained by the Municipality**

The Municipality will not return the proposal or any accompanying documentation submitted by a proponent.



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

Unless expressly stated in the RFP, the Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The awarded contract is not exclusive, and the Municipality may procure similar goods and services from other sources or obtain them internally.

## **COMMUNICATIONS AFTER ISSUANCE OF RFP**

### **3.9 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing, by email, to the RFP Contact on or before the Deadline for Questions.

It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.10 Authorized Communications Only**

No verbal statement or communication shall alter, amend, or modify any provision of this Request for Proposal (RFP). Any modifications or clarifications shall be issued in writing by the RFP Contact.

No such communications are to be directed to anyone other than the RFP Contact. Failure to restrict communications to the RFP Contact may result in the rejection of the Proponent's submission.

The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact in writing.

### **3.11 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality.

### **3.12 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.13 Verify, Clarify, and Supplement**

When evaluating proposals, the Municipality may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's submission, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Part 4 of the RFP (RFP Particulars). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## NOTIFICATION AND DEBRIEFING

### **3.14 Notification to Other Proponents**

Once an Agreement is executed by the Municipality and a proponent, all other proponents will be notified of the outcome of the procurement process through public posting on the Municipality's website. The Municipality will also make reasonable efforts to notify unsuccessful proponents directly via email, ensuring they are informed of the decision promptly.

### **3.15 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

During the debriefing, feedback will be provided on the evaluation process and ranking. The Municipality will not disclose competitor pricing or proprietary information. Proponents will be informed of their score and how their proposal compared to others, as applicable, within the evaluation framework.

## CONFLICT OF INTEREST AND PROHIBITED CONDUCT

### **3.16 Conflict of Interest**

A conflict of interest occurs when a proponent has an unfair advantage or engages in conduct that may compromise the integrity of the RFP process. This includes accessing confidential Municipal information not available to other proponents, attempting to influence the process through lobbying, or having financial or personal relationships that impair impartial judgment.

### **3.17 Disclosure Requirements**

Proponents must disclose any actual or perceived conflict of interest, such as personal or financial ties to a Municipal employee or official or any situation that may create the appearance of a conflict. If a conflict is identified after submission, the proponent must immediately notify the Municipality. Failure to disclose may result in disqualification or contract termination.

### **3.18 Disqualification for Conflict of Interest**

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.19 Professional Operations**

The successful Proponent assures the Municipality that the project will be managed professionally, prudently, and without negligence. The Proponent is responsible for ensuring that all staff, including contract workers and volunteers, are adequately trained and deliver high-quality customer service to project patrons.

### **3.20 Disqualification for Prohibited Conduct**

The Municipality may disqualify a proponent, rescind notice of selection or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

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

Proponents must not, at any time, directly or indirectly, communicate with the media or any member of the public in relation to this RFP or any Agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.22 Prohibited Lobbying and Influence**

Proponents must not attempt to influence the outcome of this procurement process through direct or indirect communication with any current or former municipal staff, elected officials, or agents of the Municipality, other than the RFP contact. Any such attempt may result in disqualification of the proponent, at the Municipality's sole discretion.

### **3.23 Illegal or Unethical Conduct**

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

### **3.24 Past Performance or Past Conduct**

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) Illegal or unethical conduct as described above,
- b) The refusal of the supplier to honour its submitted pricing or other commitments; or,
- c) Any conduct, situation, or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **CONFIDENTIAL INFORMATION**

### **3.25 Confidential Information of the Municipality**

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

- a) Is the sole property of the Municipality and must be treated as confidential;
- b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables
- c) Must not be disclosed without prior written authorization for the Municipality; and,

- d) Must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

### **3.26 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisors retained by the Municipality to assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **INTELLECTUAL PROPERTY RIGHTS**

### **3.27 Ownership of Deliverables**

All final deliverables developed or provided under this RFP, including but not limited to reports, plans, drawings, specifications, data sets, GIS layers, spreadsheets, and any other outputs, shall become the sole and exclusive property of the Municipality upon payment. The Municipality shall have the right to use, reproduce, modify, and share the Final Deliverables for its internal operations, planning processes, public consultation, and future procurements.

### **3.28 Format and Delivery Requirements**

The successful proponent shall provide all final deliverables in both:

- Non-editable formats suitable for publication (e.g. PDF) and
- Editable native formats (e.g. Word, Excel, shapefiles, DWG, etc.) where applicable, to enable internal updates or future use.

The Municipality reserves the right to withhold final payment if the required formats are not delivered as specified.

### **3.29 Use of Consultant's Pre-existing Materials**

Where the final deliverables incorporate tools, templates, methodologies, or software that were developed independently by the Consultant, the Consultant shall retain ownership of such materials. However, the Consultant shall grant the Municipality a perpetual, royalty-free, non-exclusive license to use and reproduce any Consultant Materials that are embedded in or necessary to use the final deliverables, for Municipal purposes.

### **3.30 Moral Rights Waiver**

The Consultant shall obtain a waiver of moral rights from its personnel and subcontractors in favour of the Municipality with respect to the final deliverables, to the extent permitted by law.

## PROCUREMENT PROCESS

### 3.31 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the Municipality's Procurement By-law, applicable trade agreements, and public sector procurement law in Ontario. For greater certainty and without limitation:

- a) This RFP will not give rise to any obligations under Contract A or any other process or collateral contract; and
- b) Neither the proponent nor the Municipality have the right to make any claims (in contract, tort, equity, or otherwise) against the other with respect to the award of a contract, failure to award a contract or cancellation of this RFP.

### 3.32 No Contract Until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of the Deliverables will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement. Participation in this RFP does not create any obligation for the Municipality to award a contract or enter into negotiations with any proponent.

### 3.33 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, may adversely impact any such evaluation or ranking or the decision of the Municipality to enter into an Agreement for the Deliverables.

### 3.34 Budget Disclosure

The Municipality will not disclose the project budget or internal cost estimates to proponents, except where such information has been made publicly available through Council-approved budgets or other published materials on the Municipality's website. Proponents should base their pricing on the scope and requirements set out in this RFP and their own professional judgment.

### 3.35 Rejection of Unreasonably High Pricing

The Municipality reserves the right to reject any proposal where, in the Municipality's sole and absolute discretion, the total proposed pricing:

- Significantly exceeds the Municipality's internal cost estimates or available funding
- Is not competitive with prevailing market rates for similar deliverables; or
- Represents poor value for money when assessed in conjunction with the evaluation criteria.

Where proposals are found to be unreasonably priced, the Municipality may choose to disqualify them prior to the evaluation of rated criteria, as outlined in Section 2.10.

### 3.36 Cancellation

The Municipality reserves the right to amend, suspend, or cancel this RFP at any time, without obligation or liability.

## SUBCONTRACTING & THIRD PARTY SUPPLIERS

### **3.37 Disclosure of Subcontractors and Suppliers**

The Proponent must disclose the names of all subcontractors involved in contract fulfillment before contract commencement, including a description of the goods or services they will provide.

### **3.38 Proponent's Responsibility for Subcontractors**

The Proponent remains fully responsible for ensuring that all goods and services—whether supplied directly or through subcontractors—meet contract specifications, regulatory standards, and all applicable Municipal, Provincial, and Federal laws.

Non-compliance by a subcontractor will be treated as non-compliance by the Proponent. Lack of oversight or knowledge of subcontractor actions will not be accepted as a defense for failing to meet contractual obligations.

### **3.39 Changes to Subcontractors**

Any changes to subcontractors or suppliers after contract commencement must be reported to the Municipality before engagement. The Municipality reserves the right to reject any subcontractor or supplier deemed unsuitable, unqualified, or non-compliant.

### **3.40 Municipality's Right to Request Additional Information**

Upon request, the Municipality may require additional details, including qualifications, experience, and compliance history, before approving subcontractors or suppliers.

## GOVERNING LAW AND INTERPRETATION

### **3.41 Interpretation of Terms and Conditions**

The Terms and Conditions of this RFP are intended to be interpreted independently, with no particular provision intended to limit the scope of any provision. They do not restrict the pre-existing rights of parties to engage in pre-contractual discussions under common law governing commercial negotiations.

### **3.42 Governing Law**

The Agreement resulting from this RFP will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **3.43 Compliance with Laws and Regulations**

The successful proponent must ensure that all operations, services, and products provided under this contract comply with all applicable laws and regulations, including but not limited to:

- Workplace Safety and Insurance Act, 1997
- Occupational Health and Safety Act
- Accessibility for Ontarians with Disabilities Act, 2005

**3.44 Permits and Authorizations**

The proponent is responsible for obtaining any necessary authorizations, permits, or licenses required for the work and certifies ongoing compliance with all applicable municipal, provincial, and federal laws, including relevant bylaws or policies.

**3.45 Municipality's Right to Verify Compliance**

To verify compliance, the Municipality reserves the right to review the proponent's records, including personnel training documentation, where reasonably necessary.

[End of Part 3]

## 4 RFP PARTICULARS

### 4.1 Background and Intent

The Corporation of the Municipality of Red Lake, in accordance with Section 223 of the *Municipal Act, 2001*, has established a Code of Conduct for Members of Council and Members of its local Boards and Committees. In support of this framework, the Municipality is seeking to retain the services of an independent Integrity Commissioner to carry out the functions set out in the *Municipal Act, 2001* and the Municipality's Integrity Commissioner Inquiry Protocol, as adopted by By-Law.

Candidates should be excellent communicators, possess personal and professional integrity and discretion, and have familiarity with procedures and investigative principles related to conflict resolution.

The Municipality acknowledges the volume of work is unpredictable and as such, does not guarantee that there will be a particular volume of work for the selected Proponent.

### 4.2 Scope of Services

The Integrity Commissioner will perform two primary functions for the Municipality: Advisory and Complaint Adjudication. All services shall be delivered on an as-needed basis, in accordance with the *Municipal Act, 2001*, the *MCIA*, and the Municipality's Integrity Commissioner Inquiry Protocol. The Integrity Commissioner shall carry out these functions independently, impartially, and without conflicts of interest.

Appendix F - *Integrity Commissioner Inquiry Protocol* is provided as a separate document and forms part of the reference materials for this RFP. The successful Proponent will be required to adhere to its provisions.

#### **Advisory**

The Integrity Commissioner will provide proactive guidance, education, and support to promote ethical conduct and prevent breaches. Services to include:

- Administering the Code of Conduct for Council and Local Boards/Committees
- Providing written and oral advice to members of Council and Local Boards/Committees on their obligations under:
  - The municipal Code of Conduct
  - Municipal procedures, rules, or policies on ethical behaviour
  - The *MCIA*
  - Maintaining confidentiality, subject to statutory exceptions
- Responding to advisory requests from Members of Council, Local Boards, and Committees.
- Delivering educational information and training, including:
  - Orientation training presented live, in a virtual format, for all Members of Council and Local Boards/Committees within six (6) months of a new Council term
  - Presentations, workshops, or refresher training at least once per Council term
  - Educational materials for Members, Local Boards, staff, and the public
- Recommending improvements to the Code of Conduct, Integrity Commissioner Inquiry Protocol, policies, or related governance documents.
- Providing an annual summary report to Council in Q1, outlining the previous years' activities, complaints received, advisory requests, and recommendations.



### **Complaint Adjudication**

The Integrity Commissioner will independently investigate and adjudicate formal complaints regarding alleged breaches of the Code of Conduct or the MCIA. Services to include:

- Receiving and investigating complaints, applying:
  - The Code of Conduct
  - Municipal procedures, rules, and policies governing ethical behaviour
  - Sections 5, 5.1, and 5.2 of the Municipal Conflict of Interest Act
- Exercising powers under the *Public Inquiries Act* where necessary, including compelling witnesses, examining them under oath, and accessing municipal records.
- Maintaining confidentiality in all matters, subject to statutory exceptions.
- Determining whether contraventions have occurred and recommending appropriate sanctions or penalties, as permitted under the Municipal Act.
- Report findings and decisions by:
  - Preparing written investigation reports and summaries
  - Submitting all reports to the Clerk for inclusion in the corporate record and distribution to Council, Local Boards/Committees, and the public as required.

### **4.3 Material Disclosures**

The Integrity Commissioner will serve as an independent contractor and will operate as an impartial officer of the Municipality. The role is strictly limited to providing advice, education, and complaint resolution related to elected Members of Council and Members of Local Boards and Committees. The Integrity Commissioner has no authority or oversight responsibilities over municipal staff or administrative operations.

Key requirements include:

- Must operate independently from Council, staff, and political influence.
- Must not be a current municipal employee, elected official, or candidate.
- Must disclose any real or perceived conflicts of interest, including personal or professional relationships with current or former Members.
- Must not subcontract duties.
- Must carry out responsibilities in compliance with applicable legislation, municipal policies, and the principles of natural justice.

All reports, presentations and material produced by the Integrity Commissioner for the Municipality will become the property of the Municipality of Red Lake. 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.

### **4.4 Mandatory Submission Requirements**

Proponents must include the following information in their proposal submission:

#### **4.4.1 Mandatory Submission Forms**

Proponents must include all of the following items with their proposal. Failure to include any of these items may result in disqualification.

Item	Location	Details
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Submission Form	Appendix B	Must be completed and signed.
Acknowledgement of Addenda Form	Appendix C	Submit even if no addenda issued.
Statement of Understanding and Declaration Form	Appendix D	Signed confirmation of RFP review and compliance.
Conflict of Interest Form (if applicable)	Appendix E	Required only if applicable.
Experience and Qualifications	Section 4.4.2	See applicable Section for more details.
Methodology	Section 4.4.3	See applicable Section for more details.
References	Section 4.4.4	See applicable Section for more details.
Sample Report(s)	Section 4.4.5	See applicable Section for more details.
Fee Proposal	Section 4.5.2 & Part II	See applicable Sections for more details.

#### 4.4.2 Experience and Qualifications

Proponents shall provide a summary of professional qualifications, education, and relevant experience including:

- Law degree or equivalent from a recognized post-secondary institution
- At least ten (10) years of senior legal, quasi-judicial, or municipal management experience.
- Demonstrated expertise in municipal governance, Codes of Conduct, and the Municipal Conflict of Interest Act (MCIA).
- Experience conducting investigations, managing sensitive inquiries, and applying alternative dispute resolution methods.

- Familiarity with investigatory procedures, legal principles, and the provision or independent advice to elected officials, local boards and committee members, as applicable.
- A current and clear police record (via criminal record check required as a condition of award).

#### **4.4.3 Methodology**

Provide a narrative explaining your approach to delivering Integrity Commissioner services, including:

- Confirmation services can be provided on a part-time, flexible, as-needed basis.
- Typical response timelines for inquiries, investigations, and advisory requests.
- Current workload and integration plan for Red Lake Integrity Commissioner duties.
- Overview of internal systems supporting service delivery.
- Strategies to ensure quality, efficiency, and adherence to statutory deadlines (including the 180-day MCIA inquiry maximum).
- Proposed communication and coordination procedures, including confidential handling of complaints.

#### **Delegation of Duties**

In accordance with Section 223.3(3) of the Municipal Act, an Integrity Commissioner may delegate powers and duties in writing. To preserve continuity and mitigate gaps in service, Proponents are asked to provide the following:

- Indicate whether the Proponent anticipates exercising this right of delegation, and if so, to identify:
  - The individual(s) to whom the authority would be delegated;
  - Their qualifications and relevant experience;
  - The scope and duration of the delegated duties; and

The Municipality of Red Lake must be notified in writing of any such delegation as an affected party.

#### **4.4.4 References**

Provide a minimum of three (3) references from clients for whom you have provided similar services. For each reference include:

- Contact name, position, and organization
- Contact information (phone and email)
- Brief description of services delivered, including any investigation, advisory, or training work.

In addition, a current list of municipalities that the proponent serves as the Integrity Commissioner for shall be submitted.

#### **4.4.5 Sample Reports**

Provide at least one anonymized sample report, demonstrating:

- How formal complaints are investigated and documented.
- How recommendations or findings are communicated.
- Public-facing reporting where applicable, formatted for accessibility compliance.

## **4.5 Agreement**

### **4.5.1 Term**

The term of the contract shall be structured as either:

- Option A: Four (4) years with the option to extend for one (1) additional year; or
- Option B: Three (3) years with the option to extend for two (2) additional years.

Proponents may provide pricing for either Option A, Option B, or both. Selected option must be clearly indicated in the Fee Proposal.

### **4.5.2 Pricing**

Proponents must submit a complete and detailed Fee Proposal outlining all costs associated with the Scope of Services and Deliverables. The Municipality is prepared to provide an annual retainer to ensure priority access to Integrity Commissioner Services when required and that in a situation of a conflict of interest, the Proponent will ensure the Municipality's interests remain as first priority.

All other services shall be billed on an hourly basis, and disbursements shall be itemized and billed at cost.

Proponents shall include:

- Retainer (lump sum)
- Hourly rate
- Disbursements
- Any and all other fees

### **Invoicing**

The retainer shall be invoiced on an annual basis. Hourly rates, disbursements and fees shall be invoiced on a monthly basis. Invoices shall include, at minimum, the subject or brief description of the file/matter, invoice number and date, billing period, fee summary including number of hours and the hourly rate, disbursements and fees, and applicable taxes.

## **4.6 Weighted Criteria**

The following sets out the categories, weights and descriptions of the rated criteria of the RFP.

Criteria Category	Description	Weight
Experience & Qualifications	Assesses the proponent's education, professional background, and relevant experience providing integrity, legal, or quasi-judicial services in a municipal context.	25 points
Methodology & Capacity	Assesses the proposed approach, availability, and capacity to deliver advisory and complaint investigation services effectively and on time.	20 points
Understanding of Requirements	Assesses the proponent's understanding of the purpose, responsibilities, and independence of the IC role. Evaluates knowledge of the legislative and ethical framework governing the role and how these apply in a municipal setting.	20 points
References & Supporting Materials	Assesses the quality and relevance of references, sample reports, and other materials demonstrating experience, professionalism, and ability to deliver the services outlined.	15 points
Fee Proposal & Value	Assesses clarity, completeness, and reasonableness or pricing, and overall value for money relative to qualifications	20 points
<b>Total</b>		<b>100 points</b>

Shortlisted proponents may be invited to present their proposal to the Evaluation Committee in a pre-arranged interview. If interviews are conducted, they will be scored out of 20 points and weighted at 15% of the total evaluation. Proponents are reminded to ensure that their references are aware that they may be contacted.

The final score will be calculated as follows:

$(\text{Criteria Score} / \text{Criteria Total Points}) \times \text{Weight} = \text{Weighted Criteria Score}$

$(\text{Interview Score} / \text{Interview Total Points}) \times (\text{Interview Weight}) = \text{Weighted Interview Score}$

$\text{Weighted Criteria Score} + \text{Weighted Interview Score} = \text{Final Score}$

#### 4.7 Pre-Conditions of Award

The following are pre-conditions that must be met by the selected proponent before the contract can be awarded:

##### 4.7.1 Proof of Insurance (if applicable)

**Commercial General Liability Insurance:** The successful Proponent shall carry Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence providing coverage for Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The successful Proponent shall include The Corporation of the Municipality of Red Lake as an "additional insured" and provide a waiver of subrogation in their favour. Coverage shall apply as primary and not in excess of any insurance carried by the municipality.

**Professional Liability Insurance:** The successful Proponent shall carry Professional Liability Insurance in the amount of \$2,000,000 per claim. Insurance must be carried for a minimum of one (1) year after project completion.

Notwithstanding the above requirement for Professional Liability Insurance, all other required insurance coverage must be maintained throughout the term of the contract and endorsed to provide the Municipality with at least thirty (30) days' advance written notice of cancellation or material change.

**4.7.2 WSIB Clearance Certificate (if applicable)**

A valid WSIB clearance certificate must be provided to confirm compliance with Workplace Safety and Insurance Board (WSIB) requirements. This certificate must be provided prior to the award of the contract and maintained throughout the contract term.

**4.7.3 Performance Bond (if applicable)**

N/A

**4.7.4 Labour & Material Bond (if applicable)**

N/A

**4.7.5 Subcontractor Approval (if applicable)**

N/A – Subcontractors not eligible for this RFP.

**Appendices**

**Appendix A – Registration Page**

**Appendix B – Submission Form**

**Appendix C – Statement of Understanding**

**Appendix D – Acknowledgement of Addenda**

**Appendix E – Conflict of Interest Form**

**Appendix F – Integrity Commissioner Inquiry Protocol (provided separately)**

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



To ensure notification and receipt of any addendums issued for this project, proponents/bidders must complete and submit the Registration Form. Only those who have submitted the form will be added to the registry and will receive any addendums directly, if issued.

Proponents/bidders who **do not** complete and submit the Registration Form are solely responsible for monitoring and obtaining any addendums themselves. The Municipality of Red Lake is not responsible for informing unregistered proponents/bidders.

All issued addendums will form part of the official proposal document and must be submitted with the originally distributed proposal package.

Please return the completed form **by email to** [procurement@redlake.ca](mailto:procurement@redlake.ca).

Project Name	
Closing Date	
Company Name	
Principle Contact	
Address	
Address (Line 2)	
City and Province	
Postal Code	
Telephone	(    )
Facsimile	(    )
Email address	
Date:	

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the bidder's contact for the RFP process and for any clarifications that may be necessary.	
Legal Name of Proponent (if a Proposal is submitted jointly by two or more legal entities, each and all such entities must be identified)	
Operating Name (if different)	
Mailing Address	
Phone Number	
Email Address	
HST Number (if applicable)	
Authorized Contact Name & Title	

Signature

By signing below, I confirm that I am an authorized signing officer of the Proponent and that this Proposal is submitted in accordance with the terms of the Request for Proposal (RFP). I understand that the submission of this Proposal does not create any binding legal obligations between the Municipality and the Proponent. Any such obligations will arise only if and when a written agreement is executed between the Municipality and the Proponent.

Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	



## APPENDIX C – STATEMENT OF UNDERSTANDING

I am the \_\_\_\_\_ (insert title) of the Proponent. I declare and confirm the following on behalf of the proponent:

### 1. Acknowledgement of RFP and Policies

The Proponent has carefully reviewed the Request for Proposal (RFP) and the Municipality's applicable procurement policies. The Proponent fully understands the requirements and has had sufficient opportunity to seek clarification on any aspect of the RFP.

### 2. Acknowledgement that the RFP Governs the Process

The Proponent acknowledges that the procurement process will be governed solely by the terms and conditions set out in this RFP and conducted in accordance with the Municipality's Procurement By-law and applicable trade agreements.

### 3. Non-Binding Procurement Process

The Proponent acknowledges that this RFP process does not constitute a legally binding bidding process. No legal relationship or obligation regarding the procurement of any goods or services will be created unless and until the Municipality and the Proponent execute a written agreement.

### 4. Ability to Provide Deliverables

The Respondent confirms that it has the necessary experience, resources, personnel, and capacity to provide the Deliverables in accordance with the RFP requirements.

### 5. Proposal Validity

The Proponent agrees that this Proposal, including all pricing and terms, is irrevocable and shall remain valid and open for acceptance by the Municipality for a period of 90 calendar days from the Submission Deadline. The Proponent understands that pricing is non-binding on the Municipality and that this validity period applies solely to the Proponent's offer and its availability for potential negotiations, if selected.

### 6. Acknowledgment of Addenda

The Proponent acknowledges that it has read, considered, and incorporated all addenda issued by the Municipality up to the Deadline for Issuing Addenda.

### 7. Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.16 of the RFP. The Proponent declares that **(check one box below)**:

☐ No actual or potential Conflict of Interest exists

☐ A Conflict of Interest does exist – please complete and submit Appendix E – Conflict of Interest Declaration Form

### 8. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP, including collusion, bid-rigging, price-fixing, bribery, or other unethical or illegal activities.

9. Disclosure of Information

The Proponent agrees that any information provided in this proposal, even if identified as confidential, may be disclosed where required by law or by order of a court or tribunal.

The Proponent consents to the confidential disclosure of this proposal to the Municipality's advisers retained to assist with the RFP process, including evaluation.

10. Public Disclosure of Award

The Proponent acknowledges that, if selected, the Municipality may publicly disclose the name of the successful Proponent, the awarded contract amount, and a general description of the Deliverables.

11. Authorization to Bind the Proponent

The undersigned confirms that they have the authority to bind the Proponent to the representations made in this proposal.

**Signature**

By signing below, I confirm that I am authorized to submit this Proposal on behalf of the Proponent and to make the declarations set out in this Appendix. I understand that submission of this Proposal does not create any legal relationship or obligation between the Proponent and the Municipality. I further acknowledge that any legal obligations will arise only upon execution of a formal agreement between the Municipality and the successful Proponent.

Legal Name of Bidder	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

**APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA**



☐ I/We confirm that we submitted the Registration Form (Appendix A) prior to submitting a Proposal, or otherwise ensured we were included on the addenda distribution list.

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.11 of the Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.

☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_

☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_

☐ No Addenda Issued

**Signature**

By signing below, I/We acknowledge that I/we have reviewed all addenda issued as referenced in Section 3 of the RFP and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Proposal.

Legal Name of Proponent	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

**APPENDIX E – CONFLICT OF INTEREST DECLARATION FORM**



Only required if a conflict of interest has been identified in Appendix C.

**Details of Conflict**

Please provide a detailed explanation of the actual or potential conflict of interest, including:

- Names of individuals involved
- Relationship to The Corporation of the Municipality of Red Lake
- Nature of the conflict
- Mitigation measures proposed (if any)

If additional space is required, please attach a separate page clearly referencing this appendix.

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**Signature**

By signing below, I confirm that the information provided is true and complete to the best of my knowledge.

Legal Name of Proponent	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

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