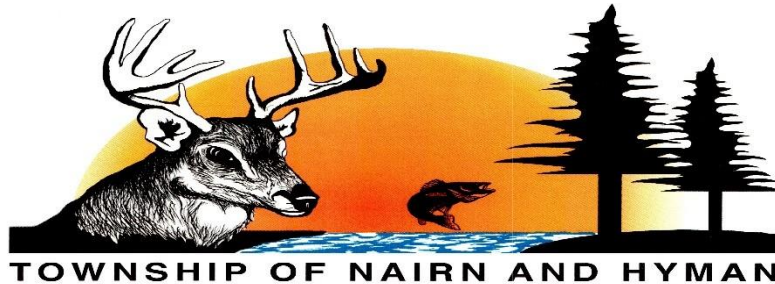


RFP INTEGRITY COMMISSIONER



REQUEST FOR PROPOSAL INTEGRITY COMMISSIONER RFP# 2022-01

Issue Date: May 27, 2022

Closing Date: June 22, 2022

Time: 2:00 PM EST

Location: Township of Nairn and Hyman
Municipal Office
64 McIntyre Street,
Nairn Centre, ON P0M 2L0

Contact: Belinda Ketchabaw, CAO Treasurer Clerk
Township of Nairn & Hyman

***Late Submissions will not be accepted.
The lowest or any Submission may not necessarily be accepted***

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General Description of Request for Proposal

You are invited to submit a proposal for the services of an Integrity Commissioner to administer the approved Code of Conduct and all associated approved by-laws.

Please submit One (1) original and one (1) identical copy of your proposal along with the completed attached RFP proposal forms, in a sealed envelope quoting the RFP number, the Respondent's contact information, marked "Confidential" and Deliver before the closing date and time at the address below by June 22, 2022 at 2:00 p.m.

Submissions are to be delivered to:

Belinda Ketchabaw – CAO Clerk Treasurer
Township of Nairn and Hyman
64 McIntyre Street,
Nairn Centre, ON P0M 2L0

Re: RFP Integrity Commissioner Submission

Electronic Submissions are allowable by email only. The proposal must contain all mandatory information specified and must be received before the closing date and time to the email address listed below and contain the following subject line:

belindaketchabaw@nairncentre.ca

Re: RFP Integrity Commissioner Submission

For more information, please contact Belinda Ketchabaw at the address provided, or by telephone or email:

Telephone: 705-869-4232

E-mail: belindaketchabaw@nairncentre.ca

RFP INTEGRITY COMMISSIONER

Instructions to Respondents

Section 1 – General Conditions

1.1 Form of Proposal

To ensure similarity in the proposal presentation, and to facilitate the comparison of competing proposals, respondents shall use the attached “Proposal Form” to submit their proposal.

If desired, documents may be attached to the proposal which substantiates the Respondent’s claims.

Entire proposal submissions are to be placed in a sealed envelope (package) with the submitting firm’s name clearly evident and addressed to the CAO Clerk Treasurer, at the address noted, and must contain the RFP#.

OR

Electronic Submissions must contain all mandatory information specified and must be sent to the email address: belindaketchabaw@nairncentre.ca .

No announcement concerning the award of this proposal will be made until a complete report and analysis is prepared by the Township of Nairn and Hyman and approval is received in accordance with the Township’s Procurement Policy.

The Respondent shall not hold the Township liable for any error or omission in any part of the RFP documents. The Township does not guarantee or warrant that the RFP documents are accurate, comprehensive, or exhaustive. This does not create any contractual rights or obligations between the Township and any responding firm. The Township, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm.

RFP INTEGRITY COMMISSIONER

1.2 Submission Process

Please submit One (1) original and one (1) identical copy of your proposal along with the completed attached RFP proposal forms, in a sealed envelope quoting the RFP number, the Respondent's contact information, marked "Confidential" and Deliver before the closing date and time at the address below by June 22, 2022 at 2:00 p.m.

Submissions are to be delivered to:

Belinda Ketchabaw – CAO Clerk Treasurer
Township of Nairn and Hyman
64 McIntyre Street,
Nairn Centre, ON P0M 2L0

Re: RFP Integrity Commissioner - Submission

Electronic Submissions are allowable by email only. The proposal must contain all mandatory information specified and must be received before the closing date and time to the email address listed below and contain the following on the subject line:

belindaketchabaw@nairncentre.ca

Re: RFP Integrity Commissioner - Submission

For more information, please contact the above at the address provided, or by telephone or email:

Telephone: 705-869-4232

E-mail: belindaketchabaw@nairncentre.ca

Proposals must be signed by an official authorized to bind the firm or by the individual offering his/her services and will provide the name(s), title(s), address and telephone number of the individual(s) to be contacted during the evaluation process.

All proposals shall become the property of the Township.

It is the responsibility of each respondent to submit all required documents as outlined in this Request for Proposal.

Submissions will not be accepted after 2:00 PM EST June 22, 2022.

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1.3 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation;

Best Value means an evaluation of a combination of cost effectiveness and qualitative considerations designed to optimize successful user outcomes;

Bid means a proposal, tender, quotation or offer which includes a price quotation submitted in response to an invitation by Township;

Business Day means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the Township are Monday-Friday, 9:00 am to 4:00 pm;

Confidential Information means any and all material, data, information, or any item in any form, including intellectual property rights;

Contract means the Agreement (if any), the Purchase Order; and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance;

Fiscal Year means the Township's fiscal year which, as of the effective date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31;

Township means the Corporation of the Township of Nairn and Hyman;

Request for Proposal (RFP): means the document issued by the Township inviting proposals for the performance of services therein;

Respondent means anyone submitting a proposal in response to this RFP;

Vendor means a company or a person who sells goods and services.

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1.4 Late Submissions

Proposals received after the official closing time will NOT be considered during the selection process and will be returned unopened to the respective Respondent.

1.5 Proposal Opening

Submissions received, by the date and time of closing, will be opened in public at Municipal Office of the Township of Nairn and Hyman at 10:00 a.m. on June 23, 2022. Respondents are advised that the results of the RFP will only be given after all proposals have been reviewed and an award has been made by the administrating municipality.

1.6 Last Date for Questions

The Township assumes no responsibilities for oral instruction or suggestion. Any clarification of this document or requests for additional information must be received by 3:00 p.m. June 15, 2022, in writing to: Belinda Ketchabaw, CAO Clerk Treasurer, 64 McIntyre Street, Nairn Centre, ON P0M 2L0 or by Telephone (705)869-4232 or email: belindaketchabaw@nairncentre.ca .

1.7 Completion of the Proposal

All items shall be submitted according to any instruction in the Request for Proposal Documents

Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

1.8 Proposal Withdrawal

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing, or authorized postponement thereof. Withdrawals received verbally are not acceptable.

Withdrawals must be received in writing and;

No Proposal may be withdrawn within two calendar days from the actual date and time of Proposal Closing.

1.9 Respondent Expense

Any expenses incurred by the Respondent in the preparation of the Proposal submission are entirely the responsibility of the Respondent and will NOT be charged to the Township.

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1.10 Examination of Request for Proposal Documents

Each Respondent must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the site (if applicable), respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after Submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Respondent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

1.11 Inquiries, Discrepancies and Interpretations

Should a Respondent find omissions from or discrepancies in any of the RFP documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated person and office without delay. If the designated person considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued to all who have received RFP documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Proposal documents.

1.12 Acceptance or Rejection of Proposals

1.12.1 The Township reserves the right to reject any or all Proposals, and to waive formalities as the interests of the Township may require without stating reasons therefor.

1.12.2 The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any Proposal or by reason of any delay in the acceptance of a Proposal, except as provided in the Proposal document.

1.12.3 Each Proposal shall be open for acceptance by the Township for a period of 90 calendar days following the date of closing.

1.13 Errors and/or Omissions

The Township shall not be held liable for any errors and/or omissions in any part of this RFP. While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to

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be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

1.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker for this Proposal. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their email or mailing address. It is the Respondent's ultimate responsibility to ensure all addenda have been received.

Respondents shall be required to acknowledge receipt of addenda on the Respondent's Proposal Form contained in the Proposal document.

1.15 Proposal Award Procedures

Unless stated otherwise, the following procedures will apply:

- 1.15.1** The Township will notify the Successful Respondent of the award within 90 calendar days of the Proposal Closing.
- 1.15.2** Notice of Acceptance of Proposal will be by telephone and by written notice.
- 1.15.3** Immediately after acceptance of the Proposal by the Township, the Successful Respondent shall provide the Township with the Certificate of Liability Insurance, if required, and any other required documents within 14 calendar days of the date of Notification of Acceptance & Award.

1.16 Ability and Experience of Respondent

The Township will not award this contract to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and equipment / manpower to ensure acceptable performance and completion of the Proposal. Any proposal will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the Township.

1.17 Responsibility for Damages

The successful Respondent shall indemnify and hold harmless the Township, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Respondent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal.

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1.18 Regulation Compliance and Legislation

The successful Respondent shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

1.19 Sub-Consultants

No sub consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Township's express written consent and in advance of commencement of sub consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the Successful Respondent.

1.20 Character and Employment of Workers

The successful Respondent shall employ only orderly, competent, and skillful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Respondent in connection with the service arising out of this Proposal gives, in the opinion of the Township, just cause for complaint, the successful Respondent upon notification by the Township in writing, shall not permit such person to continue in any future service arising out of this Proposal.

1.21 Governing Laws

This Proposal and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.22 Freedom of Information

All correspondence, documentation and information provided shall become the property of the Township. Any personal information required on the documentation presented is received under the authority of the *Municipal Act, 2001*, and is subject to the rules set out under the *Municipal Freedom of Information and Protection of Privacy Act*. This information will be an integral component of the quote submission.

All written Proposals received by the Township become a public record, once a Proposal is accepted by the Township, and a contract is signed, all information contained in them is available to the public, including personal information.

RFP INTEGRITY COMMISSIONER

Section 2 – Specific Conditions

2.1 Participating Municipalities

The participating municipality to the request for proposals are as follows:

The Corporation of the Township of Nairn and Hyman

2.2 Payment

The normal terms of payment for the Township will be net thirty (30) calendar days. Invoices for such services shall be forwarded to the administering municipality for processing.

2.3 Performance

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Respondent shall be deemed to be the responsibility of that Respondent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the successful Respondent.

2.4 Assignment of Contract

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

2.5 Insurance Requirements – Commercial General Liability

The successful bidder shall, at its expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Township, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) A limit of liability of not less than \$2,000,000/occurrence;
- b) The participating municipalities shall be named as an additional insured;
- c) The policy shall contain a provision for cross liability in respect of the named insured;
- d) Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- e) Products and completed operation coverage (Broad Form) with a minimum limit of \$2,000,000;
- f) An aggregate limit not less than \$2,000,000;

RFP INTEGRITY COMMISSIONER

- g) That 30 days' prior notice of cancellation which reduces coverage shall be given in writing to the Township;

The Respondent shall also obtain and keep in force, during the term of this Agreement, Errors and Omissions insurance with limits of not less than \$2,000,000.

2.6 Certificate of Insurance

Within 14 days of award, the successful Respondent shall provide the Township with a Certificate of Insurance acceptable to the Township and, if requested by the Township, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in this Request for Proposal and may be on the Township's form of Certificate of Insurance. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Respondent acknowledges and agrees that the Township is fully entitled to treat any such Certificate as an original and that the Respondent will be responsible for the accuracy and validity of the information contained therein.

2.7 Workplace Safety & Insurance Board

The successful Respondent is required to comply with all the regulations of the Workplace Safety & Insurance Board's (WSIB) in respect of contract work and all persons employed on or in connection therewith, and shall furnish a Clearance Certificate from the Board to the Township, and shall maintain good standing with the WSIB throughout the contract period.

2.8 Limited Liabilities

The Township's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

2.9 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

2.10 Cancellation

- a) The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Respondent should neglect to execute the work properly, or fail to perform any provision of this Award, the Township, after three business days written notice to the successful Respondent, may, without prejudice to any other remedy in

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existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent. Continued failure of the Successful Respondent to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

- c) The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving 30 calendar days' written notice to the Successful Respondent.
- d) Either party may terminate the Contract by giving the other party 90 calendar days' written notice, giving reasons acceptable to the other. A period of less than 90 calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

2.11 Declaration of Pecuniary of Interest (Conflict of Interest)

By submitting a bid, the respondent declares that the submission is NOT made in connection with any other submitting vendor, and is in all respects fair and without collusion or fraud, and further, that no member of Council of any participating municipality has an interest, as outlined in the *Municipal Conflict of Interest Act*.

2.12 Proposal Evaluation and Qualification Criteria

Proposals will be evaluated using a best value approach considering both merit and price. The Selection Committee will score the Proposals on the basis of the components of the following evaluation table:

Proposal Evaluation Criteria	Points
Qualifications	25
Experience	25
Price: scores for the cost criterion will be calculated as follows: The lowest Hourly Rate receives 50 points; The remaining Proposals are assigned points based on the formula: (lowest Hourly Rate/Proponent's Hourly Rate x 50)	50
Total Available Points	100

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If the Proposal fails any mandatory requirements, the Proposal will be rejected.

The Proponent must score a minimum of 60% of the available points for Company Profile/Experience and References, to be further considered and evaluated for the financial component of the Proposal.

The Proposal that achieves the highest total score will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

The Township will evaluate each of the RFPs received. The Township reserves the right to enter into further discussions in order to obtain information that will allow the Township to reach a decision with a Respondent, and to waive irregularities and omissions if, in doing so, the best interest of the Township will be served.

The Township reserves the right to interview any, all or none of the Respondents that submit a Proposal to provide additional insight into the Respondent's ability to meet the requirements as requested in the RFP.

The Township reserves the right to negotiate the expense of services with the Awarded Respondent in order to reduce cost to meet budget requirements.

The Township reserves the right to negotiate with the Awarded Respondent to either expand or reduce the scope of the project to meet all requirements.

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Section 3 – Terms of Reference

3.1 Introduction and Purpose

The Township is seeking proposals from Respondents who are interested serving the Township as their Integrity Commissioner. The appointment will be for a two (2) year term, with the option to renew for an additional two (2) year term if it is favorable to both parties.

3.2 Scope of Work

The Township is seeking an Integrity Commissioner who will be responsible for administering the Council Code of Conduct, conducting investigations in an independent and neutral manner, in accordance with the accountability and transparency provisions of the *Municipal Act, 2001* and the Council Code of Conduct By-laws approved by the Township and the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* for members of council and local boards.

The role of the appointed Integrity Commissioner will be to:

1. Help ensure that members of council and local boards perform their functions in accordance with the code of conduct and other procedures, rules or policies governing their ethical behaviour;
2. Provide advice and rulings on ethical challenges, issues and dilemmas, upon request of the municipality's council or a municipality's member of council;
3. Provide educational information to members of council, members of local boards, 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*;
4. Conduct presentations and training at least once per term of Council;
5. Investigate complaints and alleged breaches of the council code of conduct;
6. Assess complaints from the public to determine their validity;
7. Function independently from staff and report to council;
8. Review the council code of conduct and make recommendations for improvements if required;
9. Respond to requests of council, individual members of council and members of the public with respect to the council code of conduct, and any procedures, rules and policies of the municipality governing the ethical behaviour, as well as associated policies and by-laws;

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10. Prepare and deliver an annual report to the municipality's council containing a summary of activities, if any, during the previous calendar year; and
11. Serve as a proactive educator for council, staff and the public with respect to ethical behaviour for council members within the municipality.
12. The administrative contact for the Integrity Commissioner shall be the CAO.

Please refer to our website for the following policies:

Code of Conduct Policy:

<https://nairncentre.ca/wp-content/uploads/2022/05/By-law-2021-9-and-Schedule-A-1.pdf>

Council-Staff Relations Policy:

<https://nairncentre.ca/wp-content/uploads/2022/05/By-law-2021-10-and-Schedule-A.pdf>

Integrity Commissioner Protocol Policy:

<https://nairncentre.ca/wp-content/uploads/2022/05/By-law-2021-11-and-Schedule-A.pdf>

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

3.3 Experience and Qualifications

Candidates must have an extensive knowledge of Provincial Statutes, particularly those related to Ontario municipalities, and have the ability to interpret the provisions of applicable statutes and regulations, as well as policies and municipal by-laws that set out the framework of accountability, transparency and ethics that relate to conduct for members of municipal councils. Candidates must also have strong communication skills and experience in conducting investigations and making appropriate recommendations, and familiarity of all applicable legal principles, particularly as they relate to evidence, legal interpretation and natural justice.

The Integrity Commissioner will work independently and it is expected that they shall have no involvement in political campaigning, endorsements or any other related conflict of interest with respect to the participating municipalities during or since the most recent municipal elections.

3.4 Fee Structure

The Township acknowledges that the volume of work is unpredictable and as such, the Successful Respondent will supply services on an as required basis.

RFP INTEGRITY COMMISSIONER

PROPOSAL FORM - Page 1 of 6

For the Provision of: Appointment of an Integrity Commissioner

1. Please state terms of payment: _____

2. I/WE, the undersigned authorized signing officer of the Respondent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal submission.

3. I/WE, further declare that all statements, schedules and other information provided in this proposal submission are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

4. I/WE further declare that this proposal submission is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion of fraud.

5. I/WE DECLARE that, regarding this bid submission, no potential conflict of interest exists as outlined in section 2.11, except as described below. (If no potential conflict of interest exists, enter N/A)

6. I/WE further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Township representatives, relative to this proposal submission;

7. I/WE further declare that the agent listed below is hereby authorized by the Respondent to submit this proposal submission and is authorized to negotiate on behalf of the proponent;

8. By signing this submission, I confirm I have read and understood the content and requirements of this proposal document;

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PROPOSAL FORM - Page 2 of 6

Acknowledgement to receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing tendered quoted includes the provision set out in such addenda;

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

____ Check here if NO Addenda received

Company name: _____

Address: _____

City/Province: _____

Postal Code: _____

Authorized Signature: _____

Title: _____

I/We are authorized to bind the Company/Corporation

Name (please print or type): _____

Telephone Number: (____) _____ **Fax Number:** (____) _____

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

Date _____, 2022

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PROPOSAL FORM - Page 3 of 6

Pricing Proposal

DESCRIPTION	AMOUNT
Retainer Fee, if applicable	
Hourly Rate	
Administrative Fees	
Materials & Supplies	
Mileage	
Other:	

Bidder: _____ **Date:** _____

Signature: _____

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PROPOSAL FORM - Page 4 of 6

Respondent's Ability and Experience Form

Respondents shall provide information below on their qualifications for this work. References will be requested if the Respondent is the successful bidder.

Qualifications

Respondents can attach supporting documentation instead of filling out this part of the form.

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PROPOSAL FORM - Page 5 of 6

Respondent's Ability and Experience Form cont'd

Respondents shall provide information below on their experience for this work. References will be requested if the Respondent is the successful bidder.

Experience

Respondents can attach supporting documentation instead of filling out this part of the form.

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PROPOSAL FORM - Page 6 of 6

Respondent Information

Please ensure all information is legible.

Respondent's contact name:	
Toll Free number:	
Office Phone:	
Fax number:	
Mobile number:	
Email Address:	
Website:	
WSIB Account# (if applicable):	
HST Account number:	

Respondent: _____ **Date:** _____

Signature: _____

The submission of the full "PROPOSAL FORM" is mandatory for a bid submission to be accepted.