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City of Temiskaming Shores
Request for Proposal
CS-RFP-006-2025

Prosecution Services – Provincial Offences Act

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

The City of Temiskaming Shores is seeking proposals from qualified individuals or firms to provide prosecutorial services for the Provincial Offences Court in accordance with the Memorandum of Understanding (MOU) Prosecutorial Standards as set out by the Province of Ontario and Professional Rules. The Municipal Prosecutor is responsible for conducting Part I and Part II prosecutions, appeals and early resolution meetings in the Ontario Court of Justice for offences under provincial statutes, selected federal statutes and municipal by-laws and any matters delegated by the Attorney General.

The City is seeking a professional with a strong background in law, and ethics, who has demonstrated experience in similar roles. The ideal candidate will possess paralegal education certificate, diploma or degree from a reputable, accredited educational institute.

The appointment will be based on a as required basis, for a two (2) year term, with potential for renewal upon completion of the initial contract.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The City of Temiskaming Shores administers POA in the District of Timiskaming on behalf of 24 surrounding municipalities. The City is currently seeking a Prosecutor to provide services to the City for Part 1 and Part II matters.

Attached as Appendix 1 is the agreement between the City of Temiskaming Shores and the Ministry of the Attorney General for information purposes.

3. Definitions

3.1 City: means the Corporation of the City of Temiskaming Shores.

3.2 Proponent(s)/ Bidder(s): means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

3.3 Request for Proposal; means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

3.4 Successful Proponent/ Bidder: means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the services, as outlined herein.

4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/city-hall/public-tenders/>

Submissions must be in **pdf format** and can be no larger than 50 MB.

Subject Line: CS-RFP-006-2025 "Prosecution Services – Provincial Offences Act"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday, November 13th, 2025.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposals or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposal shall be valid for 45 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and prices must be clearly indicated. The Bid 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 City of Temiskaming Shores unless otherwise provided herein.

HST Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Shelly Zubycck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4136

Email: szubycck@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal by **Monday, November 17th, 2025, 4:30 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Deadline for Submitting Questions:	November 17, 2025, 4:30 p.m. local time
Deadline for Responding to Questions:	November 18, 2025, 2:00 p.m. local time
RFP Submission Date:	November 20, 2025, 2:00 p.m. local time
Report to Council Recommending RFP Award:	December 2, 2025
Presentation of By-law to Council:	December 16, 2025

7. Project Authority

The Project Authority for issuance of the RFP is the Municipal Clerk for the City of Temiskaming Shores, reporting to the Chief Administrative Officer. The awarding of the contract will be subject to the approval of City Council.

8. Submission Requirements

Submissions shall include, but not limited to the following information:

8.1 Proponent Overview

- Legal name of the individual or firm, mailing address, and primary contact information (name, title, phone, email);
- A brief description of the Proponent's firm/practice, including years in operation, areas of specialization, and relevant services; and
- General experience providing Prosecution Services, or related services.

8.2 Fees and Expenses

The Prosecutor shall be engaged at an hourly rate, when required.

Include a detailed pricing schedule that outlines:

- Hourly rates for time for preparing files for prosecution;
- Hourly rate for prosecuting matters;
- Any other proposed expenses (excluding HST and contingencies), such as travel.

All fees must be quoted in Canadian dollars and remain valid for the term of the contract.

8.3 Form of Proposal

The Form of Proposal shall include:

- All pages of this Request for Proposal, without alteration;
- All addenda that have been issued; and
- All Proposal Requirements of this Request for Proposal.

Failure to complete and include information as required may result in a submission not being considered. Proponents shall address each and every required item as indicated above.

9. Scope of Work

The City and the Prosecutor will enter into a prosecutorial services agreement for all Provincial Offences court dates scheduled by the City with the Proponent for the following services:

- Prepare and conduct prosecutions of matters under Provincial Statutes, Municipal By-laws and the Contraventions Act (Canada) in the Ontario Court of Justice, commenced under Part I, and Part II of the Provincial Offences Act (and other statutes), and any matters delegated by the Attorney General.
- Oversee all matters concerning the prosecution of provincial offences including, without limitation, responding to written correspondence, preparing disclosure, reviewing witness lists, preparing witnesses for trial, drafting factums and books of authority, negotiating plea

arrangements, management of exhibits and conducting trials, and maintaining positive relationships with enforcement agencies.

- Prepare, review and respond to all provincial offence and/or Contravention Act appeals, which includes drafting factums and books of authority, negotiations and the argument of appeals before a Judge of the Ontario Court of Justice.
- Performs litigatory duties in preparation for cases, such as attending to disclosure matters with defence counsel and securing agreement with respect to production of evidence at trial.
- Provides consultation to police officers, court administrators, and the public, answering questions as to procedure and giving opinions as to the prosecutorial merit of reported incidents.
- Provides all of the above services in the English language.
- Obtains services for a suitable replacement and transfer of files for matters to be prosecuted in the French language.
- Obtains services for a suitable replacement and transfer of files for court dates which the Prosecutor is unable to attend.
- Acknowledges that travel to satellite court in Kirkland Lake is required.

10. Qualifications

Proponents must demonstrate the following qualifications, competencies, and attributes necessary to effectively carry out the duties of the Prosecutor.

Education

- A paralegal education certificate, diploma or degree from a reputable, accredited educational institute.

Experience

- Five (5) years practical experience in a professional legal environment, preferably in prosecuting Provincial Offences matters
- Member in good standing with the Law Society of Ontario
- Licensed Paralegal
- Significant and demonstrated courtroom experience related to Provincial Offences; extensive knowledge of court procedures, rules of evidence and organizational understanding of the Justice System and Law Enforcement
- Thorough knowledge of the Provincial Offences Act, Highway Traffic Act, Contravention's Act, Rules of Evidence, Charter of Rights and Freedoms, and related statutes and regulations
- Proficient in all Microsoft programs, and common legal research software
- Must possess diplomacy, tact and communication (verbal and written) skills

- Proficiency in French, both oral and written, would be an asset.

11. Appointment

The term of the appointment will be for a period of two (2) years from the date of the appointment by Municipal Council, with an option to renew for two (2) additional years at the City's sole discretion, upon mutual agreement between the parties.

12. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

13. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

Category	Weight	Points	Maximum Total Points
Proponent Overview	20	____/10	____ (200)
Proponent Education	20	____/10	____ (200)
Proponent Experience	20	____/10	____ (200)
Fees and Expenses (As per the requirements of section 8.4) Cost estimates are evaluated for completeness with the lowest scored 10 points, next 8 points, etc. If more than 5 proposals are received, then only the 5 lowest bids are to receive points, and the remaining higher bids will be given 0.25 points. Prices within a small differential will be scored as equal.	40	____/10	____ (400)

TOTAL	100		1000
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14. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

15. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

16. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or

to waive irregularities and formalities at its sole and absolute discretion.

17. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

18. Subcontracting

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

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal shall be included in the documents submitted.

19. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City.

Proponents should note that, where the provisions of the Province of Ontario's Occupational Health and Safety Act and Regulations apply to the services to be provided under an Agreement resulting from this RFP, all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the proponent. All costs for services and/or materials required to fulfil these obligations shall be included in the Proposal price quoted. Should the Clients become aware of any violations of this Act and/or regulations, a notification will be made to the appropriate authorities. Where warranted, work could be suspended or terminated without cost to the Clients.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

20. Workplace Safety and Insurance Act

The Proponent is required to comply with all the regulations of the WSIB in while performing within the scope of this Proposal, and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the City, and maintain good standing with the W.S.I.B. throughout the Agreement period.

21. Insurance (from the successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Integrity Commissioner shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policy shall include City of Temiskaming Shores as an additional insured for all work performed by or on behalf of the Integrity Commissioner.

The Integrity Commissioner shall carry standard automobile and non-owned automobile liability insurance, providing protection against all liability arising out of the use of owned or leased vehicles, used by the Integrity Commissioner. The liability limits for owned and non-owned vehicles shall be a minimum of Two Million Dollars (\$2,000,000.00) per occurrence.

The Integrity Commissioner shall be entirely responsible for the cost of any deductible that is required in any insurance claim.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the appointment.

Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained for a limit of not less than \$2,000,000. If such insurance is issued on a claim made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company, which are, in all respects, acceptable to the City.

22. AODA Compliance

The Bidder 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 Bidder 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 Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

23. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

24. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

25. Preparation of Proposals

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

26. Finalizing Terms

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

27. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

28. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

If required, the Successful Proponent shall comply with all provisions of the rules, regulations and orders of the Federal, Provincial and Municipal Government Agencies applicable to the work under this Agreement. It shall be the obligation of the contractor to keep him or herself informed of these Government Regulations.

29. Performance

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

30. 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:

- 1) 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 fulfil its obligations; and that each will cooperate in the common endeavour of the contract;

- 2) Both 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 Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) 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;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) 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 City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

31. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 90 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

32. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

33. Unenforceable Provisions

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

34. Force Majeure

It is understood and agreed that the Successful Proponent 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 cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent 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 Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

35. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

City of Temiskaming Shores
CS-RFP-006-2025 Prosecution Services – Provincial Offences Act

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

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):

- | | |
|--------------------------------------|----------|
| 1. Hourly Rate for preparation time: | \$ _____ |
| 2. Hourly Rate for prosecuting time: | \$ _____ |

List of Estimated Expenses and Associated Costs: (include list of expenses and associated costs, including description and unit of measure, and/or per unit cost, e.g., mileage, meals, printing, equipment rental, associated office disbursements and any other activity relating to the completion of the assignment)	
	\$
	\$
	\$
	\$

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

Provide the description of services covered under the retainer:

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official:

Title:

Signature:

Date:

Form 1 to be submitted.

City of Temiskaming Shores

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Prosecution Services – Provincial Offences Act

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal 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 City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed 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 City 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 _____, 2025.

Signed: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

City of Temiskaming Shores
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Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal 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 Proposal submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at: _____ this _____ day of _____, 2025.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

City of Temiskaming Shores

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Prosecution Services – Provincial Offences Act

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: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are 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*.

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.

Date: _____

Form 4 to be submitted.
