



# Expressions of Interest

Title: **Integrity Commissioner Services**

Reference #:

Closing Date: **June 26, 2026**

Closing Time: **2:00 p.m. local time** Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office  
21 Queen Street  
Ripley, ON, N0G 2R0  
Attention: **Jennifer White**  
Email: **clerk@huronkinloss.com**

## Table of Contents

1. Objective.....	4
2. Background .....	4
2.1 Definitions .....	5
3. EOI Proposals.....	5
3.1 Submission.....	5
3.2 Questions .....	6
3.3 EOI Schedule.....	7
3.4 Project Authority .....	7
3.5 Submission Requirements.....	7
4. Scope of Work .....	9
4.1 Advisory.....	9
4.2 Compliance & Investigation.....	9
4.3 Education & Reporting .....	10
5. Expectations & Conditions .....	10
6. Qualifications .....	10
7. Appointment.....	11
8. Agreement .....	11
9. Proposal Evaluation.....	11
10. Amendments & Withdrawals.....	12
10.1 Amendments.....	12
10.2 Proposal Withdrawal or Amendment.....	13
11. Right to Accept or Reject Submissions .....	13
12. Solicitation .....	13
13. Subcontracting.....	14
14. Independent Contractor Status of Proponent; Declaration of Conflicts .....	14
15. Workplace Safety and Insurance Act.....	14
16. Insurance (from the successful Proponent only) .....	14

Commercial General Liability .....	15
Professional Liability Insurance.....	15
17. AODA Compliance .....	15
18. Freedom of Information .....	16
19. Nature of Expression of Interest .....	16
20. Preparation of Proposals .....	16
21. Finalizing Terms .....	16
22. Commitment to Negotiate .....	16
23. Agreement .....	16
24. Performance.....	17
25. Conflict Resolution .....	17
26. Cancellation .....	17
27. Indemnification .....	18
28. Unenforceable Provisions .....	18
29. Force Majeure .....	18
30. Errors & Omissions.....	18
Form of Proposal.....	20
Conflict of Interest Declaration.....	22
Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement.....	23

## 1. Objective

The Township of Huron-Kinloss is seeking expressions of interest from qualified individuals or firms to provide services as an Integrity Commissioner. The Successful Proponent will be responsible for administering the Code of Conduct, conducting investigations in an independent manner in accordance with the Municipal Act, 2001, the Council Code of Conduct Policy for both Council and Boards, and the Municipal Conflict of Interest Act.

The Township is seeking a professional with a strong background in law, ethics, and/or public administration, who has demonstrated experience in similar roles. The ideal candidate will possess excellent analytical skills, a deep understanding of municipal governance, and a commitment to transparency and accountability.

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 on the shores of Lake Huron, The Township of Huron-Kinloss is located in Southwestern Ontario, right in the heart of Bruce County. The Township of Huron-Kinloss has a population of approximately 7,723, according to the 2021 census. The Township of Huron-Kinloss is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The Township also has limited Committees of Council, with members appointed by Council through the delegation of Mayoral Powers.

Under Section 223.3(1) of the Municipal Act, 2001, S.O. 2001, municipalities are authorized to appoint an Integrity Commissioner who reports directly to Council and is responsible for performing their duties in an independent and impartial manner.

The Township of Huron-Kinloss has adopted several key governance documents related to accountability and conduct, including:

- **Code of Conduct** ([By-law No. 2023-93 as amended](#)) – governs the conduct of Council and local board members (Appendix 01);
- **Procedural By-law** ([By-law No. 2019-155 as amended](#)) – outlines the rules of order and proceedings for Council, Committee and other advisory committee meetings (Appendix 02); (under review)
- **Accountability and Transparency Policy** ([By-law No. 2007-132](#)) – establishes the Township's commitment to open and transparent governance (Appendix 03).

These documents form the framework within which the Integrity Commissioner will operate and may be subject to review and amendment over time.

As of the date of this EOI, there are no known active investigations.

## 2.1 Definitions

1. **"BID"** means the documents supplied as part of the expression of interest package.
2. **"Proponent(s)/ Bidder(s)"** means all persons, partnerships or corporations who respond to the EOI and includes their heirs, successors and permitted assigns.
3. **"EOI"** means this Expression of Interest (alternately referred to as a proposal) document including all schedules, parts and attachments, as issued by the Township, including any addenda or amendments made to it after initial issue.
4. **"Successful Proponent/ Bidder"** means the Proponent/Bidder whose EOI submission is/are accepted to who has/have agreed to supply the services, as outlined herein.

## 3. EOI Proposals

### 3.1 Submission

Bids may be submitted by email to [clerk@huronkinloss.com](mailto:clerk@huronkinloss.com), in person or by mail at 21 Queen Street Ripley, ON.

Submissions must be in pdf format and can be no larger than 30 MB.

Subject Line: LS-EOI-001-2026 "Integrity Commissioner Services"

Addressed to: Jennifer White, Clerk

Proponents will receive an email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 519-395-3735 ext. 123 or at [clerk@huronkinloss.com](mailto:clerk@huronkinloss.com), should the Proponent not receive a confirmation email.

The Township 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 Township.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Friday, June 26, 2026.**

- Late Proposals will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to Township staff, with the exception of the Clerk, will not be accepted;

- The Township reserves the right to accept or reject any or all EOI;
- The lowest priced EOI will not necessarily be accepted
- The Township reserves the right to request clarification or supplementary information concerning an EOI from any Proponent;
- The Township reserves the right to enter into negotiations with a Proponent and any changes to the EOI that are acceptable to both parties will be binding;
- The Township 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 Township.

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 Township of Huron-Kinloss unless otherwise provided herein.

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

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

### 3.2 Questions

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

**Jennifer White**

Municipal Clerk

Township of Huron-Kinloss 21 Queen Street

Ripley ON, N0G 2R0

Phone: (519) 395-3735 ext. 123

Email: [clerk@huronkinloss.com](mailto:clerk@huronkinloss.com)

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal by Monday, June 15, 2026, 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 EOI 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

### 3.3 EOI Schedule

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

Deadline for Submitting Questions:	June 15, 2026, 4:30 p.m. local time
Deadline for Responding to Questions:	June 19, 2026, 2:00 p.m. local time
EOI Submission Date:	June 26, 2026, 2:00 p.m. local time
Report to Council Recommending EOI Award:	July 6, 2026
Presentation of By-law to Council:	July 13 or July 20, 2026

### 3.4 Project Authority

The Project Authority for issuance of the EOI is the Municipal Clerk for the Township of Huron-Kinloss, reporting to the Chief Administrative Officer. The awarding of the contract will be subject to the approval of Township Council.

### 3.5 Submission Requirements

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

#### 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 Integrity Commissioner, or related municipal accountability services.

#### 2. Key Personnel – Assigned Integrity Commissioner(s)

Proponents must clearly identify the individual(s) who would be assigned to provide Integrity Commissioner services, if successful. This section shall demonstrate that the proposed personnel have the qualifications, experience, and capacity to fulfill the responsibilities outlined in the Scope of Work

##### a) Proposed Integrity Commissioner(s)

- Name and title;
- Role and responsibilities specific to this EOI;

- Summary of years of direct and relevant experience delivering Integrity Commissioner services to municipal Councils and local boards;
- A minimum of two (2) relevant examples of similar work completed within the last five (5) years, for municipalities of comparable size to the Township. Examples should highlight:
  - Advisory services related to ethical conduct and conflict of interest,
  - Investigation and reporting on Code of Conduct complaints,
  - Delivery of education, outreach, and annual reporting.
- Experience with applying the Municipal Act, 2001, the Municipal Conflict of Interest Act, and other applicable legislation and frameworks related to municipal ethics and accountability.

**b) Required documents**

- A current résumé for each named individual.

Note: Named Key personnel must be available to deliver services as described. Substitution will not be permitted without prior written approval by the Township.

**3. References**

Provide **two (2)** professional references who can confirm the delivery and quality of similar services. These should relate to the examples provided in Sections 8.2.

For each reference, include:

- Municipality or organization name,
- Contact person (name, title, phone, email),
- Description of the services provided, and the individual(s) involved.

**4. Fees and Expenses**

The Integrity Commissioner shall be engaged at an hourly rate, when required. Include a detailed pricing schedule that outlines:

- Hourly rates for proposed personnel,
- Annual retainer fee (if applicable) and the services included,
- Any other proposed expenses (excluding HST and contingencies), such as travel. Note: electronic attendance will be accepted as an alternative to in person attendance.

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

**5. Form of Proposal**

The Form of Proposal shall include:

- All pages of this Expression of Interest, without alteration;

- All addenda that have been issued; and
- All Proposal Requirements of this Expression of Interest.

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.

## 4. Scope of Work

The Township of Huron-Kinloss is seeking proposals for the services of an Integrity Commissioner, an independent and impartial position reporting directly to Council. The Integrity Commissioner's powers and duties are set out in the *Municipal Act, 2001*, as amended. The Successful Proponent will work on an as and when required basis; the Township does not guarantee a specific quantity of work.

The Integrity Commissioner will perform the functions outlined in the *Municipal Act, 2001*, including but not limited to:

### 4.1 Advisory

- Provide written and/or verbal advice to individual Members of Council and local boards upon request, regarding their obligations under the Code of Conduct and other applicable policies, procedures, and legislation (e.g., Municipal Conflict of Interest Act).
- Where appropriate, provide advice or general interpretation guidance to Council as a whole regarding ethical obligations and best practices in governance.

### 4.2 Compliance & Investigation

- Receive and assess formal complaints from Members of Council or local boards, municipal administration, or the public regarding alleged contraventions of the Code of Conduct or related policies, including but not limited to:
  - Assessing complaints to determine validity;
  - Investigating valid complaints
- Conduct independent investigations, make determinations, and report findings and recommendations to Council, including but not limited to:
  - Determine whether a member of Council has violated a municipal protocol, by-law, or policy governing ethical behavior;
  - Recommend appropriate discipline as outlined in the Code of Conduct and Municipal Act;
  - Report the results of an investigation through Council; and
  - Upon completion of investigation, consider whether to apply to a judge for a determination as to whether a member contravened the Municipal Conflict of

Interest Act.

### **4.3 Education & Reporting**

- Provide the Municipal Clerk or designate annual reports summarizing activities during the previous calendar year, including advice issued and inquiry outcomes.
- Upon request deliver education and outreach programs to Members of Council, local boards, and relevant municipal staff, regarding ethical standards and statutory obligations, emphasizing the importance of compliance with a Code of Conduct for public confidence in Municipal Government.

## **5. Expectations & Conditions**

It is expected that the Integrity Commissioner does not have:

- a criminal record,
- any current financial interest in matters related to the Township,
- financial Interest in the business of the Township, or any matter that may be the subject of an investigation or advisory opinion.
- involvement in political campaigning, endorsements, or any other conflict of interest with respect to the Township.

All materials, reports, and presentations prepared in connection with this role will become the property of the Township.

Final reports and any publicly shared materials must be delivered in an accessible format in compliance with the Accessibility for Ontarians with Disabilities Act (AODA).

## **6. Qualifications**

Proponents must demonstrate the following qualifications, competencies, and attributes necessary to effectively carry out the duties of the Integrity Commissioner:

- Extensive knowledge of relevant provincial statutes and regulations, particularly those applicable to Ontario municipalities, including but not limited to the Municipal Act, 2001 and the Municipal Conflict of Interest Act.
- Strong interpretive skills related to legislation, municipal by-laws, codes of conduct, and governance frameworks concerning accountability, transparency, and ethical behaviour.
- Proven experience in managing sensitive inquiries, conducting investigations, and providing sound, evidence-based recommendations.
- Proven impartiality and neutrality.
- Ability to provide services on a flexible/ as-needed basis, with a commitment to the timely delivery of assignments.
- Excellent communication skills, including the ability to clearly convey complex

information, both orally and in writing, to Council, staff, and the public.

- Familiarity with investigative procedures and applicable legal principles.
- High ethical standards, sound judgment, and the ability to inspire confidence and maintain the trust of both Council and the public.
- Strong understanding of municipal government, its structure, functions, and the roles and responsibilities of elected officials and board members.
- Five or more years of experience in law, public administration, governance, or a quasi-judicial role, relevant to the mandate of the Integrity Commissioner.
- Ability to interpret and apply the provisions of various statutes, regulations, policies, and codes of conduct in a fair and balanced manner.

## **7. 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 up to three (3) additional years at the Township's sole discretion, upon mutual agreement between the parties.

## **8. Agreement**

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

## **9. 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 Township will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The Township of Huron-Kinloss reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Expression of Interest. The Township 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
<b>Proponent Overview</b> (As per the requirements of Section 8.1)	20	____/10	____(200)
<b>Key Personnel – Assigned Integrity Commissioner</b> (As per the requirements of Section 8.2)	30	____/10	____(300)
<b>References</b> (As per the requirements of section 8.3)	10	____/10	____(100)
<p>Each proponent is requested to provide two (2) references from similar service contracts. Refer to Schedule 8.3.</p> <p>The reference review will be completed for the highest scoring proponent only. Should the highest scoring proponent receive one or more negative reference(s), the Township, at its discretion, may remove the proponent and proceed to the next highest proponent.</p> <p>Each reference should include the following:</p> <ul style="list-style-type: none"> <li>• Municipality or organization name</li> <li>• Contact name and title</li> <li>• Phone number</li> <li>• Email address</li> <li>• Description of work provided</li> </ul>	Pass/Fail		<u>Pass</u>
<b>Fees and Expenses</b> (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)
<b>TOTAL</b>	100		<u>1000</u>

## 10. Amendments & Withdrawals

### 10.1 Amendments

The Township at its discretion reserves the right to revise this EOI up to the final date for the deadline for receipt of proposals. The Township will issue changes to the EOI Documents by addendum only. No other statement, whether oral or written, made by the Township will amend the EOI Documents. The Township will make every effort to issue all addenda no later than the

seventh (7<sup>th</sup>) 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 Township or a Township representative except the EOI 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 Township. 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 Township 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 EOI, the Proponent acknowledges and agrees that the addenda shall be posted on [www.huronkinloss.com](http://www.huronkinloss.com) and it is the sole responsibility of the proponent to check this web site for said addenda. The Township reserves the right to withdraw or cancel this Expression of Interest without notice.

## **10.2 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 EOI. 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.

## **11. Right to Accept or Reject Submissions**

The Township does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The Township 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 EOI or in such respondent's proposal.

The Township 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 EOI;
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.

## **12. 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 Township with respect to the EOI, whether before or after submission of the proposal, the Township shall be

entitled to reject or not accept the EOI submission.

### **13. Subcontracting**

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

### **14. 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 Township.

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 EOI, 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 Township. Any potential conflicts of interest in which a Proponent may have with the Township, or any employee of the Township will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

### **15. 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 Township and maintain good standing with the W.S.I.B. throughout the Agreement period.

### **16. 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 the Township of Huron-Kinloss 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 Township 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 Township.

## **17. 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 Township of Huron-Kinloss must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **18. Freedom of Information**

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

## **19. Nature of Expression of Interest**

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

## **20. Preparation of Proposals**

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The Township 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 EOI.

## **21. Finalizing Terms**

This EOI will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the Township 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 Township 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.

## **22. 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 Township to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

## **23. Agreement**

A written agreement, prepared by the Township shall be executed by the Township and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that Township 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.

## **24. 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 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 Township, will be assessed to the Successful Proponent.

## **25. 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 Township 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 Township 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.

## **26. 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 EOI or the Agreement beyond the time when such services become unsatisfactory to the Township. 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 Township 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.

## **27. Indemnification**

The Successful Proponent shall indemnify and hold harmless the Township, 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 Township are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

## **28. Unenforceable Provisions**

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

## **29. 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.

## **30. Errors & Omissions**

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Township 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.

**Form of Proposal**  
**Township of Huron-Kinloss**  
**LS-EOI-2026**

Integrity Commissioner Services

Proponent's submission of bid to:

The Corporation of the Township of Huron-Kinloss

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. Annual Retainer:     \$ \_\_\_\_\_
  
- 2. Hourly Rate:         \$ \_\_\_\_\_

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 Township. 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.**

**Conflict of Interest Declaration**  
**Township of Huron-Kinloss**

**LS-EOI-2026**

Integrity Commissioner Services

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 Township (other than confidential information which may have been disclosed by the Township in the normal course of the EOI process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Signature: \_\_\_\_\_

Bidder's Authorized Official:

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 2 to be submitted.**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

**Township of Huron-Kinloss**

**LS-EOI-2026**

Integrity Commissioner Services

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](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: \_\_\_\_\_

**Form 3 to be submitted.**