



**REQUEST FOR PROPOSAL (RFP)**

**For the provision of  
Financial Audit Services**

<b>Tender Information</b>	<b>No. RFP. MH-FIN-24-01</b>
<b>Issue Date:</b>	Date: October 9, 2024
<b>Site Visit:</b>	Not Required
<b>Closing Date:</b>	November 6, 2024 12:00 noon
<b>Opening Date:</b>	November 6, 2024 1:30 PM
<b>Address:</b>	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
<b>Attention:</b>	<b>Wendelin Lonergan, Director of Finance/Treasurer</b>
<b>Last Day for Inquiries:</b>	November 1, 2024, 12:00 noon
<b>Respondent Information</b>	
<b>Name/Company:</b>	_____
<b>Address:</b>	_____

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

**THE LOWEST OR ANY SUBMISSIONS MAY NOT NECESSARILY BE ACCEPTED.**

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## 2 General Conditions

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### 2.1 Definitions

“**CAO**” refers to the Chief Administrative Officer for the Township of Minden Hills.

“**Contract and/or Agreement**” shall also refer to the client Engagement Letter, where applicable.

“**Corporation/Owner/Township/Municipality**” refers to the Township of Minden Hills, unless otherwise stated in this document.

“**Department Head**” refers to the Director of Finance/Treasurer.

“**Facilities**” means any property used by and/or under the control of the Township and includes any infrastructure, electronic transmission and storage devices used by the Township.

“**Form of Request for Proposal and/or RFP**” refers to this document and its processes.

“**Goods and/or Service(s)**” Refers to the services, and specifications outlined in this RFP and the Contract/engagement letter, or other agreed to services required by the Township from time to time.

“**Respondent**” refers to any eligible entity providing a submission to this Request for Proposal.

“**Record(s)**” shall have the meaning ascribed to it in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 as amended.

“**RFP**” shall mean Request for Proposal.

“**Successful Respondent**” refers, in the event of an award, to the selected Respondent. The Successful Respondent shall also be referred to as the Township’s Auditor.

“**Township record(s)**” shall mean any record obtained from the Township under this Agreement and any record created by the Respondent in furtherance of the services provided to the Township under this Agreement.

“**Treasurer**” shall also refer to the Director of Finance/Treasurer where applicable.

“**Work**” Refers to the scope of work, and specifications outlined in this RFP and the Contract/engagement letter, or other agreed to work required by the Township from time to time.

## 2.2 Document Handling

The handling of this document and any other document(s) related to this RFP will be in accordance with the Township of Minden Hills Policy No. 17-G; governing the procurements of goods and services, and this document.

## 2.3 Submission Mandatory Requirements

All submissions must be completed in hard copy and must include all Appendices attached to this document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be responded to according to instructions contained within this document(s).

- Appendix A - Submission Requirements
- Appendix B - Evaluation Criteria
- Appendix C - Experience, References & Contingencies
- Appendix D - Respondent Information
- Appendix E - Declaration Form
- Appendix F - Guarantee of Performance/Cancellation of Contract
- Appendix G - Agreement Acknowledgement
- Appendix H - Delivery Notice

Responses must be submitted in a sealed envelope with Appendix H - Delivery Notice, completed and affixed to the outside. Responses can be submitted by mail or hand delivered to the front counter of the Finance Department, 1st floor.

Submissions received after the official closing time will not be considered during the selection process.

Electronically transmitted submissions (facsimile, e-mail, etc.) will NOT be accepted for this RFP.

The respondent warrants that all contents of their proposal are complete and accurate.

It is the responsibility of the Respondent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Late proposals will not be considered. \*Local time is according to the time clock located in the Municipality offices, which will be deemed to be taken as conclusive.

(HR.:MIN.:SEC.) Late proposals will be returned unopened to the respondent.

Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFP. If a joint response is submitted, it must be signed and addressed on behalf of each of the respondents.

## **2.4 Harmonized Sales Tax (HST)**

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Submit all prices "HST Extra".

## **2.5 Multiple Submissions**

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

## **2.6 Closing**

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on November 6, 2024**.

## **2.7 Opening**

A public opening will be held in the Township's Council Chambers at 7 Milne Street in Minden, on **November 6, 2024 1:30 PM**. The Successful Respondent will be notified when Council considers the submission results at a Regular Council meeting or within 3 business days from receiving Council approval, whichever is shortest.

## **2.8 Withdrawal or Alteration(s)**

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 2.6. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the Submission at any time up to the specified time and date of the closing outlined in Section 2.6 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.11 who will mark on the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

## **2.9 Examination of Documents**

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

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No extra Work will be entertained without prior Township approval. Should the Respondent require more information or clarification on

any point, it must be obtained via the contact identified in Section 2.11 prior to submitting a response to this RFP.

## **2.10 Omissions, Discrepancies and Interpretations**

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all Work or Goods and/or Service(s) required, or any other matter which may enter into the carrying out of the Work or Supply of Goods and Service(s) referred to in this RFP. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFP.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.11 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.12 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

## **2.11 Inquiries**

Inquiries concerning the RFP specifications and general RFP process are to be directed to:

Sherry Mulholland  
Deputy Treasurer  
(705) 286-1260 ext. 501  
[smulholland@mindenhills.ca](mailto:smulholland@mindenhills.ca)

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFP will be circulated as an Addendum as outlined in Section 2.12 of this document.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

## **2.12 Addenda**

If required by the Township, addenda will be distributed to all Respondents registered as a document taker with the Township or invitational recipient for this RFP. 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 contact information.

**If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at [www.mindenhills.ca](http://www.mindenhills.ca) for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.**

All Respondents should check the Township website, on-line RFP provider or contact the Township directly as per Section 2.11 – Inquiries, prior to submitting their response to this RFP.

Respondents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, **will constitute an automatic rejection.**

### **2.13 Acceptance or Rejection of Submission(s)**

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

- a) When only one (1) submission has been received as result of the RFP;
- b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the Work or Goods and/or Service(s);
- c) When all submissions received fail to comply with the specifications or terms and conditions;
- d) Where a change in the scope of Work or provision of Goods and/or Service(s) or specifications is required the lowest or any submission will not necessarily be accepted. The acceptance of a submission will be contingent upon an acceptable record of ability, experience and previous performance.

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 submission or by reason of any delay in the acceptance of a submission except as provided in the RFP document.

Each submission shall be open for acceptance by the Township for a period of **ninety (90)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.



Where the submission document does not state a definite delivery/Work/provision of Goods and/or Service(s) schedule and a submitted response is based on an unreasonable delivery/Work/provision of Goods and/or Service(s) schedule, the submission may be rejected.

## **2.14 Award Procedures**

The Township is not under any obligation to award the RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.

It is the intention of the Township to award this RFP to one (1) qualified Respondent. The lowest or any submission may not necessarily be accepted.

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within sixty (60) days, or when Council considers the submission results at a Regular Council meeting, or within 3 business days from receiving Council approval, whichever is shortest.

Notice of acceptance of a Respondent's submission will be by email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFP.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

## **2.15 Ability and Experience of Respondent**

It is not the purpose of the Township to award this RFP to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this Work or provision of Goods and/or Service(s) and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

The following criteria will be utilized by the Township, through references provided in Appendix C – Experience, References & Contingencies, to determine whether a Respondent is qualified to undertake the award;

- The Respondent's ability and agreement to perform the Work or supply the Goods and/or Service(s).
- The Respondent's ability to work effectively with the Townships' staff and other representatives.
- The Respondent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Respondent is not able to

perform the Work or supply the Goods and/or Service(s) in a manner satisfactory to the Township.

## **2.16 Variation of Quantities**

The Township reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this document or related document(s).

## **2.17 Limited Liabilities**

The Township's liability under this RFP shall be limited to the actual Work or Goods and/or Service(s) ordered and provided.

## **2.18 Respondent Expense**

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

## **2.19 Contract Negotiations**

### **Contract Agreement:**

In the event the Township wishes to enter into a Contract Agreement/Engagement Letter with the Successful Respondent, the Township reserves the right to cancel the awarding of any awarded submission in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the work or the provision of goods and/or services, whichever is shortest. Refer to Appendix L – Agreement Acknowledgement.

Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

## **2.20 Conflict of Interest**

The Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the submission and, if selected, shall abstain from taking on Work or the provision of Goods and/or Service(s) which would represent a conflict of interest over the duration of this Work or provision of Goods and/or Service(s).

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.

The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Respondent on such basis.

## **2.21 Freedom of Information**

Any personal information required in the submission is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the RFP submission.

All submissions received by the Township become a public record. All information contained in the submission document is available to the public, including personal information.

Questions regarding collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills  
7 Milne Street, PO Box 359  
Minden, ON  
K0M 2K0  
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

## **2.22 Package Submissions Information Release to Other Respondents**

The number of RFPs received and the names of the Proponents are confidential and shall not be divulged prior to the public RFP opening.

Subsequent to the opening, however, the number of RFP packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

## **2.23 Access to Information**

The disclosure of information received relevant to the issue of a RFP solicitation or the award of Contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990*, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so

- supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

## **2.24 Negotiations**

In the event that a prepared submission does not precisely and entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Respondent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to a submission.

## 3 Contractual Requirements

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### 3.1 Occupational Health and Safety

The Successful Respondent must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand.

### 3.2 Workplace Safety Insurance Board (WSIB)

All Respondents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*, on Appendix A – Submission Requirements.

The Successful Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the Contract, Work or provision Goods and/or Service(s).

If exempt from coverage, the Successful Respondent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded or commencement of the Contract, Work or provision Goods and/or Service(s), whichever is shortest.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the Contract, Work or provision Goods and/or Service(s). Refer to Section 3.12.4 – Cancellation of Contract.

### 3.3 Indemnification

The Successful Respondent shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any Work or provision of Goods and Service(s) required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

### 3.4 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Respondent.

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract:

Specific Conditions:

a) Commercial General Liability:

Proof of comprehensive general liability insurance on an occurrence basis is required, for an amount not less than **Five Million (\$5,000,000)** dollars for any negligent acts or omissions by the bidder relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses;

Such insurance shall add the Corporation of the Township of Minden Hills as an Additional Insured subject to a waiver of subrogation in favour of the Municipality with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality. The successful bidder shall indemnify and hold the Corporation of the Township of Minden Hills harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

b) Automobile Liability Insurance:

The bidder shall have Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than **Two Million (\$2,000,000)** dollars inclusive for each and every loss.

c) Professional Liability Insurance:

Professional liability insurance coverage shall be obtained to a limit of not less than **Two Million (\$2,000,000)** on a claim made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

d) Employee Dishonesty Insurance:

The Successful Respondent shall furnish the Municipality with a comprehensive (3D) Dishonesty, Disappearance and Destruction Bond - Form for an amount not less than **Two Million (\$2,000,000)**, including a Third Party Extension rider to cover the Municipality against a fraudulent or dishonesty act with respect to incidents arising from work performed under the contract.

e) Cyber liability insurance:

Such insurance for an amount not less than **Two Million (\$2,000,000)** shall provide coverage for all errors and omissions made, including a network security incident or privacy breach defined as:

- The transmission of malware to a third party's computer system;
- The Successful Respondent's computer systems being used to carry out a denial of service attack;
- The Successful Respondent's failure to prevent unauthorized access to information stored or applications hosted on the Respondent's computer systems or a cloud computing provider's system;
- Identity theft, experienced by the Successful Respondent or any client of an actual or suspected disclosure of or unauthorized access to any personally identifiable information (PII), including payment card information or protected healthcare information (PHI);
- The Successful Respondent's failure to adequately warn affected individuals of a privacy breach, including the failure to provide a data breach notification in a timely manner.

General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of Work or the provision of Goods and/or Service(s) and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work or the provision of Goods and/or Service(s).
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the Contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The policies shown above will not be cancelled, permitted to lapse or materially changed unless the insurer notifies the Municipality in writing at least thirty (30) days

prior to the effective date of cancellation, expiry or change. The Municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipality may reasonably require.

The Successful Respondent shall at their own expense obtain and maintain insurance as stipulated in the contract for the duration of the contract. The Respondent shall provide the Township with a letter from their insurance broker confirming their ability to meet the insurance requirement as set out in the contract and that if they are successful they will provide the Township with a certificate of insurance within 10 days of notification of acceptance of the contract award.

The certificate of insurance must be provided to the Township within fourteen (14) business days of being awarded the successful submission and/or Contract, or prior to commencement of the Contract, Work or provision of Goods and/or Service(s), whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the Contract, Work and/or provision of Goods and/or Service(s) by the Township.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the Contract, Work or provision of Goods and/or Service(s).

### **3.5 Bonding**

Refer to Section 3.4, Insurance Requirements.

### **3.6 Protection of Work and Property**

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until Work or provision of Goods and/or Service(s) is complete. The Successful Respondent shall make good any such damage or injury.

### **3.7 Regulation Compliance and Legislation**

The Successful Respondent shall ensure all Work or provision of Goods and/or Service(s) are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

### **3.8 Workplace Violence and Harassment**

The Successful Respondent shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the Workplace.

### **3.9 Code of Conduct**

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their



employees. In acting on behalf of the Township, no Successful Respondent, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township requires that Successful Respondents and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Successful Respondent, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact while contracted by the Township.

### **3.10 Smoke Free Workplace**

During the duration of the Contract, Work or provision of Goods and/or Service(s), including any related amendments and/or extensions, Successful Respondents, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

### **3.11 Accessibility**

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

[The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#) (AODA) and [Regulation 191/11 Integrated Accessibility Standards](#) (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.

Successful Respondents must keep be able to provide proof of training, including dates when training was provided, the number of employees who received training and individual training records for their business if requested by the Province of Ontario or the Township.

### **3.12 Contract**

The Successful Respondent shall complete the Work or the provision of Goods and/or

Services as described in accordance with the provisions, specifications and conditions outlined in the RFP documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

### **3.12.1 Assignment of Contract**

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of this Contract, Work or provision of Goods and/or Service(s); or his/her right, title or interest therein, or his power to execute such Contract, Work or provision of Goods and/or Service(s), 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.

### **3.12.2 Sub-Contracting**

The Successful Respondent, who has signed a Contract/Engagement Letter with the Municipality, shall be considered to be the "prime contractor" and shall keep the operation totally under their care and control. The consent of the Municipality for assignment or sub-contracting shall not relieve the "prime contractor" from completion of the specifications of this RFP in accordance with the terms of the Contract, the Work or the provision of Goods and/or Service(s). Where a Successful Respondent submits a joint proposal or proposes a partnership arrangement, the Successful Respondent must assume the lead or "prime contractor" position. As such, the Successful Respondent will have the overall responsibility for completing the Contract, Work or provision of Goods and/or Service(s).

### **3.12.3 Contract Amendments and Revisions**

No amendment or revision to a Contract, the Work or the provision of Goods and/or Service(s) shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a Contract, the Work or the provision of Goods and/or Service(s) shall be agreed to without a corresponding change order describing the change in requirement or scope of Work or the provision of Goods and/or Service(s).

Amendments to a Contract, the Work or the provision of Goods and/or Service(s) are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the Contract, the Work or the provision of Goods and/or Service(s) prior to the execution of an agreement, or the commencement of the Work or the provision of Goods and/or Service(s).

### **3.12.4 Cancellation of Contract**

The Township reserves the right to immediately terminate the Contract, the Work or the provision of Goods and/or Service(s) awarded to the Successful Respondent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the Work or the provision of Goods and/or Service(s).

### **3.13 Bankruptcy**

In the event that, during the duration of a Contract, the Work or the provision of Goods and/or Service(s), the Successful Proponent Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a Contract, the Work or the provision of Goods and/or Service(s) shall immediately be terminated, and the Township shall be entitled to enter into a Contract, the Work or the provision of Goods and/or Service(s) with another party without the consent of the Successful Respondent.

### **3.14 Governing Laws**

A Contract, Work or the provision of Goods and/or Service(s) will be interpreted and governed by the laws of the Province of Ontario.

### **3.15 Delivery and Execution of Work**

The delivery and execution of Work or provision of Goods and/or Service(s) shall be in accordance with terms and conditions outlined in the Engagement Letter mutually agreed to and executed by the Township and the Successful Respondent.

When work has commenced, the Successful Respondent shall ensure continuous operations to minimize disruption to the Township.

### **3.16 Terms of Payment**

Payment will be made in response to the Successful Respondent's approved invoice to the Township. Invoices shall include a summary of completed and any related dates or time frames.

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of Work or provision of Goods and/or Service(s) or the date of approved invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable  
Township of Minden Hills  
7 Milne Street, PO Box 359  
Minden, ON  
K0M 2K0  
[accountspayable@mindenhills.ca](mailto:accountspayable@mindenhills.ca)

### **3.17 Settlement of Disputes**

Until the Contract, Work or provision of Goods and/or Services has been terminated, the Successful Respondent must at all times provide Work or the provision of Goods and/or Service(s). If there is a dispute or difference concerning the Work or the provision of Goods and/or Service(s) or the interpretation of the Contract, Work or the provision of Goods and/or Service(s) then either party may notify the other that it wishes the dispute

to be referred to a meeting with the CAO and the Successful Respondent to resolve, negotiating in good faith.

### **3.18 Guarantee of Performance**

The Respondent guarantees that all work or provision of goods and/or services will be carried out as specified in the RFP, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent.

The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work in accordance with its obligations under the contract or provision of good and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the Site or in connection with the work or the provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

### **3.19 Township's Right to Remedy Default in Provision of Services**

If the Successful Respondent should neglect to execute the Work or provision of Goods and/or Service(s) properly (a default), after **three (3)** business days written notice to the Successful Respondent setting out the particulars of the default, the Township may remedy the default of the Successful Respondent at the sole cost and expense of the Successful Respondent.

The Township shall have the authority and discretion to retain a firm to undertake the necessary Work or provision of Goods and/or Service(s) to remedy the default(s) set out in the foregoing notice at the sole cost and expense of the Successful Respondent.

The Successful Respondent acknowledges and agrees that the Township shall have the authority to deduct from any payments owing to the Successful Respondent, the costs invoiced to the Township by the firm retained to remedy the default of the Successful Respondent plus a 10% administration charge (based upon amount of such invoice pre-H.S.T.). Where no payment is owing, the Township shall invoice the Successful Respondent. The Successful Respondent agrees to pay the Township, without the right to dispute the amounts invoiced, within 15 days of the date of such invoice.

The Township's authority remedy default hereunder is without prejudice to any other remedy, action or other alternative that may be available to the Township. Continued failure of the Successful Respondent to execute the Work or provision of Goods and/or Service(s) properly shall result in a termination of Contract, Work or provision of Goods and/or Service(s). The Township shall provide written notice of termination.

### **3.20 Successful Respondent Performance Evaluation**

Successful Respondent performance is critical to the success of the Township. To this end, the Township reserves the right to assess future RFTs/RFPs/RFQs submissions by the Successful Respondent based on the terms of a Contract, the performance of work or the provision of goods and/or services, as awarded and as related to the specifications and requirements of this RFP; as well as any outcomes identified as a result of the requirements noted in Section 3.19.

#### Auditor's Performance Criteria

During the term of the engagement, the Auditor's performance will be evaluated based on the following criteria:

#### **1.) Persons Assigned to the Audit**

For the initial year of the engagement, the persons assigned to the Audit should be those originally proposed. Any subsequent changes to Audit personnel must be acceptable to the Director of Finance/Treasurer. A commitment to providing reasonable annual continuity of experienced and qualified staff must be demonstrated.

#### **2.) On-site Participation of the Audit Senior**

It is expected that the Audit senior will be present for the Audit, unless mutually agreed to by the Successful Respondent and the Township.

#### **3.) Performance in the Manner Proposed**

It is expected that the Audit will be carried out in the manner proposed and onsite. Any changes in the Audit program which impact staff and other resources of the Township shall be discussed with and agreed to by the Director of Finance/Treasurer.

#### **4.) Adherence to Audit Deadlines**

It is expected that the Audit will be completed within the time frames agreed to in the annual schedule, unless mutually agreed to by the Successful Respondent and the Township.

### **3.21 Municipal Records Management**

#### **3.21.1 Obligations of the Successful Respondent Concerning Twp. Records**

Where Township records have been provided to the Successful Proponent for offsite temporary use, the Successful Proponent hereby agrees:

- (a) to exercise such reasonable care and diligence in the use and storage of the Township's records as a careful and vigilant owner of similar goods would

exercise in the custody of them under similar circumstances and provide competent personnel to assure reasonable performance in meeting such obligations and more particularly to be mindful and observant of the Township's statutory obligations respecting retention and storage of records, including without limitation personal information, under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56;

- (b) to restrict entry of or access by unauthorized persons to its Facilities;
- (c) to hold confidential and provide adequate protection for all records and other information relating to the Township's records, including protection against unauthorized access, use, copying, disclosure or destruction;
- (d) to return all the Township's records promptly upon request following the termination of the agreement; and
- (e) to make such rules and regulations as may from time to time be necessary for the safety, care and management of it's the Township's records and its Facilities.

### **3.21.2 Township's Instructions**

- (a) The Successful Respondent will be provided onsite access to records as requested by the successful respondent.
- (c) The Successful Respondent may act upon instructions given or purporting to be given to it by the Township by facsimile transmission, e-mail message or telephone in favour of the Successful Respondent, but the Successful Respondent is expressly authorized and obligated to decline to act upon such instructions if it doubts that they are genuine or have been inaccurately transmitted.

### **3.22 Taxes**

Unless otherwise provided herein, the Successful Respondent shall pay all government sales or excise taxes in force at the date of the Contract, Work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the Work or provision of goods and/or services and applicable taxes separately.

### **3.23 Notices**

Any notice required to be given or made shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Township of Minden Hills and to the Successful Respondent at the address set forth in its submission.

### 4.1 Overview/Introduction

The Council of the Township of Minden Hills wish to appoint auditors to carry out examinations of the records and the preparation of the annual financial statements of the Township of Minden Hills..

Proposals are invited from Chartered Professional Accountants who are licensed under the Public Accountancy Act, have significant experience in providing audit services to Ontario municipalities and are qualified within the conditions outlined in Section 296 of the Municipal Act S.O. 2001, c25.

Respondents must be authorized to do business in the province of Ontario and Canada.

### 4.2 Term of Engagement

The appointment will be for the fiscal years ending:

- December 31, 2024
- December 31, 2025; and
- December 31, 2026

The appointment of the Auditor will be on an annual basis with a term of one year.

The Township reserves the right to not reappoint if dissatisfied in any way with performance, the fees charged or any other elements of the service provided.

The Township reserves the right to further extend this Contract for the years ending:

- December 31, 2027; and
- December 31, 2028; providing the following applies:
  - The Successful Respondents performance in supplying the goods or services is considered to have met the requirements of the Contract.
  - Council has determined that the exercise of this option is in the best interest of the Township.
  - Funds are available in appropriate accounts within the Township's Council approved budget, including authorized revisions to meet the proposed expenditure.
  - A report has been completed by the Director of Finance and/or Treasurer and approved by resolution of Council.
  - Council reserves the right to change its policy with respect to the term of the engagement.

### 4.3 Background Information

Minden Hills is the gateway to Haliburton County and is located two and a half hours northeast of Toronto. As a progressive, vibrant and bustling community, Minden Hills strives to ignite the passions of art, music and the environment.

In 2001, the geographical townships of Snowdon, Lutterworth, Anson, Hindon and Minden amalgamated to form the Township of Minden Hills. This has created a seasonal and rural economic community, with a population of just under 7,000 people.,971.

As a lower tier Township, Minden Hills is responsible for providing the following services:

- Administration
- Building inspections and permits
- By-law enforcement
- Finance
- Fire protection
- Library services (facility only)
- Parks, recreation and cultural
- Planning
- Police services (contract with OPP)
- Road, sidewalk, and sewer construction and maintenance
- Waste disposal
- Waste water collection and treatment (contract with OCWA)
- Water collection and distribution (contract with OCWA)

The Township operates from various township facilities, including the following primary locations:

Municipal offices	Milne Street
Fire department	Hwy. #35
S.G Nesbitt Centre	Parkside Street
Cultural Centre and Museum	Bobcaygeon Road
Public Works	Fleming Road, Cty Rd.121& Hwy. #35
Water and Waste Water	Orde Street, St. Germaine & Hwy35

The Township operates under the authority of the Municipal Act of Ontario, as well as other legislation as appropriate and is governed under the Council/Chief Administrative Officer form of government. A Council by-law has established the control of appointed administration with the Chief Administrative Officer responsible for implementation of Council policies and initiatives through the various municipal departments.

### **Financial Computer Systems:**

The Township of Minden Hills financial computer system (Vadim/iCity) consists of a Windows based software product owned by Central Square. It is an integrated solution that operates in a SQL environment.

The Township utilizes Square for payments at the Landfill and Stripe for payments in the Building and Bylaw Department.

Budgets are prepared using Microsoft Excel and Microsoft Access; and are imported into the iCity software.

The Xplore Recreation facility booking system (implemented in 2019) is used at the S.G. Nesbitt Centre to record revenue and accounts receivable for facility bookings, program



registrations and for general point-of-sale purposes. Transactions are manually imported into the iCity software.

In addition to these systems, Microsoft Excel, Microsoft Word, and Microsoft Access are used to support various worksheets and operating schedules. Various other software programs are used in the operations of building/planning, cemetery, archival, voter, emergency response, vehicle location, patrol and asset management services. Information regarding these programs is available upon request.

#### **4.4 Scope of Work**

The audit services shall include all duties as required under the Ontario Municipal Act and Generally Accepted Auditing Standards, and other applicable acts. Services shall include the examination of the records and financial statements of the Township of Minden Hills. **Any and all references to the “Township”, “Township of Minden Hills”, “Township” or “Minden Hills” shall include the Township and its local Boards/Committees, Commissions, and Municipal Enterprises, including but not limited to the Cemetery Board, Trusts, Reserves and Reserve Funds.**

The Successful Respondent will be responsible for completion of the Township of Minden Hills Non-Consolidated and Consolidated Financial Statements, including the notes to the financial statements.

##### **Qualified Statements or Denial of Opinion:**

The Successful Respondent shall immediately, upon discovery of information or conditions, which would otherwise lead to the inclusion of a qualified opinion or denial of opinion with respect to the Township’s financial statements, inform and fully discuss such matters with the CAO and the Director of Finance/Treasurer of the Township. In addition, the Successful Respondent shall, as far as possible, allow a reasonable period of time for the Director of Finance/Treasurer to conduct an investigation, analyze, report and take such corrective action as to avoid the inclusion of such qualification.

The Successful Respondent will prepare and file the annual Financial Information Return (FIR) (including all related schedules as required by the Ministry of Finance) with the assistance of the Director of Finance/Treasurer, and be responsible for review of the FIR prior to filing.

##### **Confidentiality:**

The Successful Respondent shall not at any time before, during or after the completion of the engagement divulge any confidential information communicated to or acquired by the Successful Respondent or disclosed by the Township in the course of carrying out the engagement. No such information shall be used by the Successful Respondent on any project without the prior written approval of the Township.

##### **Other Expectations of the Appointed Successful Respondent will include:**

- Audit of Trust Fund statements for the Township of Minden Hills.

- Completion of any and all documents, questionnaires, reports, information returns, etc. as required by the Ministry of Municipal Affairs & Housing and/or the Ministry of Finance.
- Provision of any required annual audit reports regarding compliance with Federal and Provincial funding.
- Printing and issuance of financial statements, letters, reports and all other documents in accordance with Public Sector Accounting Board (PSAB) requirements.
- Preparation of management's letter of representation.
- Preparation of the engagement letter, including any amendments agreed to by both parties during the engagement term outlined in this document.
- An annual presentation to Council which includes financial analysis, indicators, comparisons and benchmarks. Such comparisons shall include other Municipalities/Townships of comparable size and financial resources.
- Attendance at all necessary meetings of, Council or Township Boards.
- Other special audit engagements or professional advice, as required.
- All annual audit requirements/Work due to new accounting pronouncements.

The Township reserves the right to remove preparation of the Financial Information Return (FIR) and/or preparation of the draft financial statements from the list of required services noted above. The Successful Respondent will be advised in writing of said changes prior to the awarding of this RFP, or no less than six (6) months in advance of the annual audit.

### **General Auditing Requirements:**

#### **Planning the Audit:**

In accordance with generally accepted auditing standards, the Work should be adequately planned and properly executed;

- a) Before November 1st of each year, the Successful Respondents shall discuss with the Director of Finance/Treasurer for the purpose of defining a schedule of responsibilities which will lead to an orderly and timely assembly, audit, and submission of the annual financial statements and information returns.

These responsibilities will include the preparation of working papers to be prepared by the Director of Finance/Treasurer, any copies (paper and/or electronic) of documents required, and any other work that can be performed by the Director of Finance/Treasurer prior to the commencement of the audit.

- b) The above-mentioned schedule shall be finalized before November 30th and shall set out the following:
  - ✓ The dates by which information will be prepared and submitted to the Successful Respondent; and
  - ✓ A list of required schedules, working papers, analyses and other information specifying the persons who will be responsible for their preparation and completion.
- c) The critical dates outlined in this schedule will be embodied in the annual engagement letter. Also included in the annual engagement letter will be the specific responsibilities to be discharged by each of the parties, and a requirement that the Director of Finance/Treasurer be consulted prior to any change.

- d) The audited financial statements must be received by the Township no later than July 15<sup>th</sup> each fiscal year, or as reasonably can be determined based on any extenuating circumstances and agreed to by both parties.
- e) On-site audits must be scheduled for completion by April 30<sup>th</sup> of each year, or as reasonably can be determined based on any extenuating circumstances and agreed to by both parties.

### **Systems and Procedures Review:**

In accordance with generally accepted auditing standards, there should be an appropriate organized study and evaluation of those internal controls on which the Successful Respondent subsequently relies determining the nature, extent and timing of auditing procedures.

- a) The internal control systems and accounting procedures shall be evaluated at least annually.
- b) In accordance with generally accepted auditing standards, the purpose of this evaluation will be to determine whether the Successful Respondents can rely on the internal controls, subject to their compliance testing, and to determine appropriate substantive audit procedures necessitated by identified weaknesses or absence of internal controls.

Accordingly, where weaknesses or absence of internal controls are identified, they should be reported in writing to the appropriate contacts. Where weaknesses are reported, it would be appropriate to suggest or recommend ways in which the weaknesses can be corrected or compensated for.

### **Compiling Audit Evidence:**

In accordance with generally accepted auditing standards, sufficient appropriate audit evidence should be obtained by such means as inspection, observation, inquiry, confirmation, computation and analysis, to afford a reasonable basis to support the content of the report.

It should be noted that the matters to be considered and procedures to be followed should not be limited to the objectives outlined above. Where the respondents' audit objectives and procedures would not include all of these objectives and procedures, or would include other considerations, the respondents are asked to explain these differences.

### **Completing the Engagement:**

- a) The Successful Respondent shall attend such meetings as are required to discuss the draft audited financial statements with Council and the appropriate contacts.
- b) The Successful Respondent shall deliver the finalized financial statements to the Township by no later than July 15 of each year, or as reasonably can be determined based on any extenuating circumstances and agreed to by both parties. (A copy of the 2022 statements is attached for format reference.)

- c) At the completion of the audit, and prior to the presentation of the annual statements to Council, the Successful Respondent shall prepare and deliver to the Director of Finance/Treasurer of the Township, a draft Management letter conveying their concerns relative to the internal accounting, operating controls and procedures and/or other matters of material importance with respect to the Township's operations, which may have been discovered in the course of the audit.

The Successful Respondent shall also provide recommendations for corrective actions as may be required, and be prepared to provide advice and assistance with regard to implementation if required to do so. The Management letter should include reference to material matters reported as a result of the review of internal controls and procedures, and shall be submitted to the Director of Finance and/or Treasurer on a timely basis to permit evaluation of the recommendations, facilitate any required corrective action and allow for written response.

The Successful Respondents shall meet with the CAO and the Director of Finance/Treasurer to discuss the comments. Following agreement of content, final copies including the appropriate staff shall be provided by the Successful Respondents for submission to Council.

#### 4.5 Other Information for Consideration

- ✓ 2022 Consolidated Financial Statements:  
(Copy included with RFP package)
- ✓ 2022 Financial Information Return:  
Visit the following link: <https://efis.fma.csc.gov.on.ca/fir/>
- ✓ Population: Approximately 6,971
- ✓ Annual Budget: Approximately \$16,000,000.
- ✓ Number of Employees:  
& volunteer Fire Fighters) Approx. 100
- ✓ Union Agreements:  
Workers CUPE – Inside and Outside  
Non-Union and Management - By-Law
- ✓ Books & Records:  
system Fully computerized accounting
- ✓ Investments  
accounts GIC's and various Trust
- i) Taxes Receivable:**
- Number of accounts on file, 2024 10685
- ii) Accounts Receivable:**
- Number of accounts on file, 2023 151
- Number of invoices issued, 2023 155

**iii) Utility Billing:**

Number of accounts on Minden water & sewer system, 2024	604
Number of accounts on Lutterworth water system, 2024	29

**iv) Accounts Payable:**

Number of invoices paid, 2023	3,949
Number of suppliers, 2023	437

**v) Payroll:**

Number of employees – non-union	18
Number of employees – union	40
Number of employees – seasonal/temporary	12
Number of employees – volunteer firefighters	21

**vi) General Ledger:**

Number of General Ledger Accounts, 2024	3642
Number of journal voucher entries processed, 2023	790

Other Information may be available upon request.

## 4.6 Other Services

The responsibilities of the Successful Respondent are normally geared to performing sufficient work to enable them to express an opinion on the financial statements, although occasionally it may be necessary to provide additional audit and/or non-audit services. Outlined below are the types of additional services which have arisen in the past and which may or may not occur in the future. The list is not intended to be all-inclusive of the items that may be encountered. These items should be considered in the Respondents fee proposal as requested and highlighted as additional items.

**Where additional fees shall apply, such fees are to be identified in a separate schedule in the proposal. Identifiable fees must be outlined on an hourly rate basis.**

**Where additional fees have not been identified, it will be assumed during the evaluation process that no additional fee applies.**

- ✓ Changes in financial statement format and presentation as required by the various supporting Ministries requiring regrouping and restatement of the previous year's comparative figures.
- ✓ Restating previous year's comparative figures as a result of changes in the application of accounting principles as required by amendments by PSAB or Ministries.
- ✓ Special audits arising from the introduction of new programs as requested by the various Ministries or the Township, or in relation to external programs or services.
- ✓ Attendance at the Council meetings other than to present the year-end audited financial statements.
- ✓ Advisory Services: Information regarding any advisory services which may be available to the Township, including but not limited to, publications dealing with matters such as HST, pension reform, income tax, employee benefit plans, internal

audit, financial systems development, computer system's and programs, and cash management.

## **4.7 Proposal Submission**

**Submit three (3) copies of the proposal.**

The proposal should, as a minimum, cover the following items:

- a) The name, address, telephone number, fax number and e-mail address of the firm.
- b) A profile of your firm, including experience of other audit assignments, resources and support services available, and a description of the firm's philosophy with regard to municipalities.
- c) The names, telephone numbers, fax numbers, e-mail addresses and contact persons of three (3) clients who may be contacted as references. At least two (2) references should be municipal audit clients.
- d) Identification, availability and credentials (qualifications and experience) of the partner(s), manager(s) and senior staff that would be responsible for the assignment, including but not limited to the following:
  - Years of experience, with particular reference to municipal audits
  - Specialized skills
  - Educational background and recent courses or seminars

Respondents must demonstrate a commitment to providing reasonable annual continuity of experienced and qualified personnel. Audit personnel may be changed at the discretion of the Respondent, provided that replacements have substantially the same or better qualifications or experience.

- e) Where applicable, the office or branch which would be responsible for the audit.
- f) The firm's experience in providing auxiliary services to include tax services, technology and Audit expertise to municipal clients by listing the name of each client, the type(s) of services performed, and the local office which provided the service.
- g) A description of the proposed audit approach, the audit techniques to be utilized and procedures for review of audit work, audit findings, financial statements and reports.

Show evidence of well-developed professional auditing techniques to evaluate systems of internal control and review for Audit Work performed.

Provide evidence that the firm has experience in auditing complex and computerized municipalities.

Firms must show evidence they have substantial expertise, resources and support services available to perform the Audits consistently from one year to the next, in an expeditious manner and within the required time frames.

Describe the approach to be used to gain an understanding of the Township's structure and systems as well as a proposed schedule and any specific techniques or processes to be used for the interim (where applicable) or annual Audit.

Describe the methodology to be used for keeping the Township abreast of any changes in accounting principles or legislation that impact financial reporting.

Describe the firm's experience in providing additional services to municipalities and the nature of such services. Include a description of the range of services provided by the local office.

Demonstrate an understanding of legislation relevant to the municipal environment.

Describe the organization of the Financial Audit team and approximate percentage of time spent on the Financial Audit by each team member.

- h) A summary of auditor responsibilities and Township responsibilities.
- i) Proposed reporting to management and respective Council.
- j) Proposed schedule of billing dates (i.e. interim and final billing dates).
- k) A schedule/work plan:
  - ✓ Identifying components of each of the audit examinations.
  - ✓ Number of staff to be assigned.
  - ✓ Duration and expected completion dates.
  - ✓ Summary of the estimated number of hours required, by staff category and component of each examination.
  - ✓ In reference to additional start-up time, a summary of subsequent year efficiencies.
- l) Commitment to the terms and conditions of this RFP.
- m) Respondents should review the evaluation criteria of this RFP for other related information.
- n) All proposals must be submitted to:

Township of Minden Hills  
7 Milne Street, P.O. Box 359  
Minden, ON  
K0M 2K0

**Attention: Sherry Mulholland**

Specific proposal details should be submitted on the Respondent's own letterhead.

## 4.8 Pricing Requirements

The proposal must include a firm quotation for the fees to be charged for each of the following fiscal years ending:

- December 31, 2024;
- December 31, 2025; and
- December 31, 2026.

Extension (at the sole discretion of the Township):

- December 31, 2027; and
- December 31, 2028.

Fees must include all services related to the information and criteria outlined in this document and other related documents, including (but not limited to) WSIB, insurance and bonding requirements as well any other criteria deemed appropriate by the Respondent.

### **Harmonized Sales Tax (HST):**

The fee quoted shall be one lump sum amount. HST shall be identified separately. The fee amount plus HST shall be provided as a total service amount

It is expected that the audit should also be considered as a “local” audit and the Township **would not** be responsible for disbursements (including out-of-pocket) incurred by the firm which are caused by sending staff from outside locations.

Changes in wording or presentation suggested or requested by Audit staff during the course of any Audit will not be considered as additional services.

If it should transpire that less time is required to perform the audit than anticipated, or that the requirements of the auditor are altered (for e.g. if Municipal staff were to prepare the audited financial statements or FIR), it is expected that a reduction will be given accordingly.

The proposal must also include a firm quotation for additional services. **Where additional fees have not been identified, it will be assumed during the evaluation process that no additional fee applies.**

### **Additional services shall be identified on an hourly rate basis (exclusive of H.S.T.).**

It is assumed that HST will apply to additional service rates, unless otherwise indicated by the Respondent.

All fees quoted will be kept confidential until they are released for purposes of approval by Council, just prior to the appointment of the Successful Respondent.

**Include any advisory services which may be available free of charge on “routine” matters.**

The Township reserves the right to exclude any component of the proposed services in the awarding of the RFP.



The fee schedule should include an all-inclusive maximum cost for each of the five years.

A site visit is not required for this RFP. Additional information regarding the Township can be obtained from the Township website: [www.mindenhills.ca](http://www.mindenhills.ca)

#### **4.9 Other Instructions**

Responses to this RFP must include Mandatory Appendices noted as “Mandatory Completion” and/or “Mandatory Submission”.

## 5 Evaluation Process

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### 5.1 Evaluation Stages

Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating submissions.

The Township retains the right to ask Respondents for clarification on their submission, if doing so does not change their submission in any way.

The Township will conduct the evaluation of this RFP in three (3) stages as follows:

#### Stage 1 – Review (pass/fail)

A review will be undertaken by the Director of Finance/Treasurer to determine if the submitted RFP complies with all the mandatory requirements

Submissions that do not comply with the mandatory requirements shall, subject to the provisions of this RFP, the reserved rights of the Township and the Township's Procurement Policy, be disqualified and not evaluated further.

#### Stage 2 – Rated Criteria (60 points)

Stage 2 – Part A will consist of a scoring by the Director of Finance/Treasurer and one (1) other member of the Finance department of each qualified Respondent (Refer to Stage 1) on the basis of the detailed criteria required in the submitted response to this RFP, (or as specified in Appendix B – Detailed Criteria and follow up of information provided in Appendix C – Experience, References & Contingencies) and the assessment and scoring against the criteria set out in Appendix M – Evaluation Matrix.

Stage 2 – Part B **(If required, and as determined by the Township)**: At the end of the above noted scoring (Stage 2 – Part A), Respondents selected for a **Presentation** (as identified in Section 2.9) will be notified of their respective timeslot. This stage of the evaluation process will form part of the final scoring identified as “Ability to meet Detailed Criteria, Ability & Experience Requirements” (see point chart below), Appendix B (Detailed Criteria) and Appendix L (Evaluation Matrix) . The necessity of this stage of the evaluation process will be determined at the sole discretion of the Township, based on the preliminary scoring in Stage 2 – Part A.

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria	Maximum Points
Ability to meet Detailed Criteria, Ability & Experience requirements	55
References	5
<b>Total Points</b>	<b>60</b>

At the end of this stage, the top 4 Respondents (where applicable) will be short-listed to move on to Stage 3.

### Stage 3 – Pricing (40 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix J – Price, Delivery & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed.

Each Respondent will receive a percentage of the total possible 40 points allocated to price by dividing the Respondent’s price into the lowest submission of the short-listed Respondents.

For example, if the lowest submitted price is \$120.00, that Respondent receives 100% of the points (120/120 = 100%), or 40 points. A Respondent who submits \$150 receives 80% of the possible points (120/150 = 80%) or 32 points. A Respondent who submits \$240 receives 50% of the possible points (120/240 = 50%) or 20 points.

Respondents should be aware that this is a “gated process”. Tenders will be initially evaluated on non-price based criteria first. From there, the highest scoring Tenders will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

Pricing shall be evaluated as follows:

**Maximum 38 Points** - average total Audit Engagement fee (exclusive of HST) for years 2024 to 2028; **plus**

**Maximum 2 Points** – average of (average Partner + Manager + Senior rate – exclusive of HST) for years 2024 to 2028.

See **Example** below:

Audit Engagement	2024			2025			2026			2027			2028		
	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3
Respondents															
Total Fees (exclusive of HST)	14000	21500	18900	16800	21500	19845	20160	21500	20837.25	24192	21500	21879.11	29030.40	21500	22973.07
Respondent # 1	20,836.48	100	38												
Respondent # 2	21,500.00	96.91	36.83												
Respondent # 3	20,886.89	99.76	37.91												
Additional Service Rates	2024			2025			2026			2027			2028		
	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3	# 1	# 2	# 3
Partners	225.00	250.00	230.00	236.25	255.00	236.90	248.06	260.10	244.01	260.47	265.30	251.33	273.49	270.61	258.87
Managers	180.00	195.00	185.00	185.40	198.90	188.70	190.96	202.88	192.47	196.69	206.94	196.32	202.59	211.07	200.25
Seniors	145.00	140.00	130.00	147.90	142.80	131.95	150.86	145.66	133.93	153.88	148.57	135.94	156.95	151.54	137.98
Average	183.33	195.00	181.67	189.85	198.90	185.85	196.63	202.88	190.14	203.68	206.94	194.53	211.01	211.07	199.03
	5 Yr Avg	%	Points												
Respondent #1	196.9	96.62	1.93												
Respondent #2	202.96	93.74	1.87												
Respondent #3	190.24	100	2												
<b>TOTAL POINTS:</b>															
Respondent #1			39.93												
Respondent #2			38.70												
Respondent #3			39.91												

Respondents acknowledge and warrant that the values included in the provided Example do not represent expected, construed, suggested or recommended response values to this RFP by the Township.

## 5.2 Total Evaluation Points Available

Overall, a Respondent may receive a maximum of **100** Evaluation points as follows:

<b>Criteria</b>	<b>Maximum Points</b>
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	60
Stage 3 - Pricing	40
<b>Total</b>	<b>100</b>

## 6 Appendices

### 6.1 Appendix A – Submission Requirements

**\*\*MANDATORY COMPLETION\*\***

All Respondents are required to successfully meet the mandatory requirements described in the following table and acknowledge the ability to provide proof of meeting these requirements. Failure to meet the requirements under this Appendices will constitute in an automatic rejection.

Specification		Mandatory/ Optional/Preferred/NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB (Section 3.2) Account #: _____	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Indemnification and Insurance and Bonding requirements as described in Sections 3.3, 3.4 & 3.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Appendix A, C, D, E, F, G	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Addenda (if any)	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Appendix H on outside of submission sealed envelope	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Three (3) hardcopies of submission	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### **WSIB and Insurance Acknowledgement**

By signing below, I \_\_\_\_\_, acknowledge that  
Name of individual

\_\_\_\_\_ has the ability to provide the requested WSIB  
Name of company

and Insurance certificate(s) in accordance with this Tender document.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## 6.2 Appendix B – Evaluation Criteria

Detailed Evaluation Criteria	% of Evaluation Points
Understanding of Engagement	5%
Municipal Audit Experience	15%
Audit Firm Personnel Qualifications and Experience	15%
Proposal Approach, Methodology and Responsiveness	15%
Additional Services	5%
References	5%
Total	60%

Evaluation of each submission will be based on, but not limited to, the Respondents:

- Ability to meet the requirements set out herein and deliver the requirements when and where required;
- Procession and maintenance of a valid accounting designation and license;
- Demonstrated experience in municipal Audits and demonstrated comprehensive knowledge of municipal financial reporting requirements;
- Demonstrated understanding of legislation relevant to the municipal environment;
- Well developed, professional auditing techniques and processes; and sound system of controls and review methodology;
- Ability to provide necessary staffing, facilities, financial resources and expertise sufficient to address the scope of the Audit services in order to meet Township and Provincial reporting requirements, in a timely manner;
- Demonstrated commitment to providing reasonable annual continuity of experienced and qualified personnel and;
- Demonstrated commitment to meeting all reporting deadlines.

**The Township reserves the right to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be used in the performance of this Contract.**

## 6.3 Appendix C – Experience, References & Contingencies

### **\*\*MANDATORY COMPLETION\*\***

A detailed report, three (3) references and a contingency plan **must** be provided as per the table below for the purpose of assessing the Respondent’s ability and experience.

1. Detailed Report		
<p>The Respondent <b>shall submit, along with this document</b>, a <b>Detailed Report</b> that that outlines and defines their understanding of the required work, or provision of goods and/or services, technical competence, experience on similar projects, proven performance, and availability of dedicated, experienced personnel for the duration of the engagement, ability to perform within time constraints, availability and ability to provide additional services, location and/or local knowledge, professional independence/ integrity and managerial ability, contingency plan (as noted below).</p>		
2. References		
No.1	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.2	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.3	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
3. Contingency Plan		
<p>The Respondent <b>shall submit, along with this document</b> a <b>Contingency Plan</b> that provide details on a plan to be implemented by the Successful Respondent in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</p>		

### 6.4 Appendix D – Respondent Information

**\*\*MANDATORY COMPLETION\*\***

Information provided must be legible and made in a non-erasable medium.

<b>Respondent's Contact Individual</b>	
<b>Office Phone #</b>	
<b>Toll Free #</b>	
<b>Cellular #</b>	
<b>Fax #</b>	
<b>E-mail address</b>	
<b>Website</b>	
<b>HST Account #</b>	



## 6.5 Appendix E – Declaration Form

**\*\*MANDATORY COMPLETION\*\***

<b>For the provision of:</b>	<b>Financial Audit Services</b>		
<b>As supplied by:</b>	_____		
	Firm Name		
_____			
Mailing Address	City	Prov.	Postal Code

<b>To:</b>	Township of Minden Hills
	7 Milne Street, PO Box 359
	Minden, ON KOM 2K0

### The Respondent Declares:

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFP or in the award for which this RFP is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFP document.

### LOWEST OR ANY SUBMISSION NOT NECESSARILY ACCEPTED

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
PRINT NAME OF WITNESS

\_\_\_\_\_  
PRINT NAME OF RESPONDENT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

## 6.6 Appendix F - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Service(s)

### **\*\*MANDATORY COMPLETION\*\***

The Respondent guarantees that all work or provision of goods and/or services will be carried out as specified in the RFP, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent. The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work in accordance with its obligations under the contract or provision of good and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the Site or in connection with the work or the provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

### **Acknowledgement**

I \_\_\_\_\_, confirm that I have read, understand and agree to the requirements outlined in Appendix F – Guarantee of Performance/Cancellation of contract, Work or provision of Goods and/or Services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 6.7 Appendix G - Agreement Acknowledgement

### **\*MANDATORY COMPLETION\***

The Township wishes to enter into a Contract Agreement/Engagement Letter with the Successful Respondent for the provision of Auditing Services for the Township, upon final approval from Council.

Further to the preparation of the Engagement Letter, including any amendments agreed to by both parties during the engagement term outlined in this document or other related documents, the Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFP document, Form of RFP, Appendices and/or other submission requirements, will become public information and form part of the awarded engagement.

The Township encourages the use of business/professional information only in all submissions.

It is acknowledged that the Engagement Letter will be reviewed and agreed upon by both parties prior to signing, and shall constitute a binding Contract between the Successful Respondent and the Township, and the successful Respondent shall complete the Work or provision of Goods and/or Service(s) as described in accordance with the provisions, specifications and conditions outlined in the Engagement Letter, this document and other related documents and the Successful Respondents submission to this RFP; and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

In the event that the terms and conditions outlined in the Engagement Letter, this document and related documents and the Successful Respondents submission to this RFP are conflicting or contradictory, the terms and conditions outlined in the Engagement Letter shall prevail.

### **Acknowledgement**

I \_\_\_\_\_, confirm that I have read, understand and agree to the requirements outlined in Appendix G – Agreement Acknowledgement.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**6.8 Appendix H – Delivery Notice**

**\*\*MANDATORY COMPLETION\*\***

Complete and affix this delivery notice to your Tender submission envelope.

**RFP. MH-FIN-24-01**

**Financial Auditing Services**

Deliver To:

Township of Minden Hills  
7 Milne Street, P.O. Box 359  
Minden, ON  
K0M 2K0

Attention: Sherry Mulholland

Respondent's Company  
Name: \_\_\_\_\_

Received By: \_\_\_\_\_ at the Municipal Office,  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ am/pm

From: \_\_\_\_\_  
(Name of Person or Organization Delivering Documents)

**Respondent's Contact information for communique from the Township:**

Contact Individual: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Contact phone: \_\_\_\_\_

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE  
SEALED SUBMISSION**