



**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES  
REQUEST FOR PROPOSAL**

**Municipal Audit Services  
RFP #P-2022-07**

**Issue Date:** January 7, 2022

**Closing Date:** No later than 3:00PM EDT on January 28, 2022

Submissions received after this date will not be accepted

The lowest or any bid not necessarily accepted

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**Attention:** Mark Donaldson, CPA, CMA  
Director of Financial Services  
Township of Muskoka Lakes  
1 Bailey Street  
Port Carling, ON P0B 1J0  
T. 705-765-3156, ext. 210  
E. [mdonaldson@muskokalakes.ca](mailto:mdonaldson@muskokalakes.ca)

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Copies of the RFP document are available on the Township website under “Notices and Press Releases” and on [www.Biddingo.com](http://www.Biddingo.com)

## Table of Contents

1.	INVITATION / SCOPE OF WORK .....	4
2.	COMMUNITY OVERVIEW .....	4
3.	ENVIRONMENT .....	4
4.	PROJECT SCOPE .....	6
5.	PROJECT DELIVERABLES .....	7
6.	REPORTING .....	7
7.	RESOURCES .....	7
8.	AUDIT WORKPLAN .....	7
9.	CONTENT OF PROPOSALS .....	8
10.	TERM, FEES & PAYMENT .....	8
11.	FORM OF PROPOSAL .....	9
12.	QUESTIONS AND INQUIRIES .....	9
13.	EXAMINATION OF REQUEST AND PROPOSAL DOCUMENTS .....	9
14.	ERRORS AND OMISSIONS .....	9
15.	RESPONDENT EXPENSES .....	9
16.	ADDENDA .....	10
17.	PROPOSAL CLOSING .....	10
18.	LATE SUBMISSIONS .....	10
19.	PROPOSAL WITHDRAWAL .....	10
20.	PROPOSAL OPENING .....	10
21.	ACCEPTANCE OR REJECTION OF PROPOSAL .....	10
22.	PROPOSAL EVALUATION CRITERIA .....	12
23.	VERIFICATION OF INFORMATION .....	13
24.	PROCESS .....	13
25.	OWNERSHIP .....	13
26.	PROPOSAL AWARD PROCEDURES .....	13
27.	AWARD .....	13
28.	SUB-CONSULTANTS .....	13
29.	REQUIREMENTS AT TIME OF EXECUTION .....	14
30.	INDEMNIFICATION .....	14
31.	CONFLICT OF INTEREST .....	14
32.	REGULATION COMPLIANCE AND LEGISLATION .....	14
33.	CANCELLATION .....	14
34.	GOVERNING LAWS .....	14
35.	FREEDOM OF INFORMATION .....	15
36.	WORKPLACE HEALTH AND SAFETY .....	15
37.	INSURANCE .....	15
38.	COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 .....	16
39.	HARMONIZED SALES TAX .....	17
40.	PERFORMANCE .....	17
41.	CONFIDENTIALITY UNDERSTANDING .....	17
42.	SOLICITATION .....	17
43.	CONTACT .....	17
	APPENDIX "A" .....	18

## **1. INVITATION / SCOPE OF WORK**

The Township of Muskoka Lakes is soliciting proposals for audit services for a five-year period for 2021 through 2026 to be provided in accordance with S.296 of the Municipal Act, 2001 for the purposes of:

- i. annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
- ii. performing duties required by the municipality or local board.

Firms wishing to submit a proposal (“respondents”) are eligible for award if they meet the following qualifications:

- i. must be auditor licensed under the Public Accounting Act, 2004;
- ii. must have a minimum of five (5) years’ experience in preparing external audits for municipalities and accounting in accordance with the Municipal Act, 2001;
- iii. must meet the qualifications noted in the Request for Proposal; and,
- iv. must be able to provide a team of professionals that have demonstrated experience and expertise in the preparation of municipal audits and accounting

## **2. COMMUNITY OVERVIEW**

The Township of Muskoka Lakes is located in the heart of the District of Muskoka, situated at the southern tip of the Canadian Shield. About two million years ago, this section of the Shield was covered by a series of glaciers, which left behind the numerous lakes that define the municipality today. The Township encompasses a large geographic area around Lakes Muskoka, Rosseau and Joseph. Within the approximately 780 square kilometers in the Township’s jurisdiction, lie over 80 lakes and rivers, numerous wetland complexes, bedrock outcrops, islands, all set amongst a mix of vegetation types and natural heritage areas. The natural beauty of the shorelines and the abundance of wildlife make Muskoka Lakes a world renowned and preeminent tourism and recreational living destination.

The Township’s population consists of approximately 6,600 permanent residents (2016 Census) and over 27,000 seasonal residents. While the permanent residency is predominantly located in six unserved communities, two serviced urban centers, and the rural area, the seasonal residents reside primarily in the waterfront area. With the majority of the more highly assessed properties located in the waterfront area, at over \$10 billion in assessed property value (Municipal Property Assessment Corporation 2020), Muskoka Lakes has the largest assessment base in the District of Muskoka.

## **3. ENVIRONMENT**

The functional organization of the Township is provided in the table below:

Department	Functions
Chief Administrative Officer	<p>Overall management of the Corporation Liaison with Council.</p> <p>Directly responsible for senior managers, as well as human resources and organizational strategy.</p>
Financial Services	<p>Responsible for tax collection, accounts payable, accounts receivable, payroll and all other financial administration.</p> <p>Major financial responsibility ensures accountability and transparency with respect to management of Township assets.</p> <p>Information technology: plans, implements and maintains corporate systems; manages the data communication network; supports the personal computer environment; and provides operational support and planning of the computer infrastructure.</p>
Public Works	<p>Development of transportation construction program for replacement and new road infrastructure.</p> <p>Maintenance of roads, bridges, sidewalks, storm sewers and winter control</p> <p>Fleet Maintenance of vehicles and equipment</p> <p>Provides maintenance to Township owned and operated cemeteries.</p> <p>Provides maintenance to township owned and operated parks.</p>
Legislative Services	<p>Protection of, and access to, the permanent valuable records of the Corporation</p> <p>Management and control of Municipal Elections</p> <p>Provide administrative support to the Council and Committees.</p>

Department	Functions
Development Services and Environmental Sustainability	<p>Delivery of planning and geospatial information services.</p> <p>Oversees the Official Plan and Comprehensive Zoning By-law and the various planning functions.</p> <p>Provides building inspection services and assures compliance with the Building Code and Township By-laws.</p> <p>Responsible for Septic inspection services.</p> <p>Oversees Economic Development.</p>
Fire and Emergency Management	<p>Provides fire prevention and protection services through a volunteer firefighter department.</p> <p>Responsible for the Emergency Management Plan for the Township.</p>
Economic Development	<p>Responsible for utilization of recreational facilities and facilitating community events.</p> <p>Responsible for communication and marketing of the Township.</p>

In the delivery of these services to more than 10,000 households and 400 businesses, the Township owns and operates the following facilities:

Community Centres	14	Fire Stations	10
Libraries	2	Public Works Yards	3
Cemeteries	9	Township Office	1
Parks	12		

The total consolidated revenues for the fiscal year ending December 31, 2020 is \$19,035,538. A copy of the 2020 consolidated financial statements can be found on the Township’s website (<https://www.muskokalakes.ca/en/town-hall/budget-and-financial-statements.aspx#Audited-Financial-Statements>).

#### **4. PROJECT SCOPE**

The project scope for this audit engagement, to obtain reasonable assurance whether the financial statements are free of material misstatement, will include as a minimum the following:

- 4.1 Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements
- 4.2 Assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation
- 4.3 Reviewing and testing of internal controls and reporting on any significant negligence, irregularity or discrepancy from prescribed accounting principles and policies observed during the course of the audit
- 4.4 Commenting on operational effectiveness of the accounting systems employed in the Township
- 4.5 Expressing an opinion on the financial statements and based on the audit
- 4.6 Issuing an audit report on the annual financial statements
- 4.7 Meeting with the Mayor and Council to present the auditor's report and to discuss management letters
- 4.8 Meeting with Township management to review the financial statements and to discuss management letters

## **5. PROJECT DELIVERABLES**

5.1 The Successful Respondent will be responsible for:

- 5.1.1 Preparation of the Consolidated Financial Statements and reporting thereon;
- 5.1.2 Preparation of the Audited Financial Statements of the Muskoka Lakes Public Library

Additional services related to assistance in the preparation of the annual Financial Information Return (FIR) may be required by the Township, and should be included in your proposal.

## **6. REPORTING**

The Successful Respondent will be required to provide electronic copies of all draft and final reports through any agreed secured means of electronic transfer. Any materials used for presentations are to be provided in both hard copy and electronic format as required.

## **7. RESOURCES**

Meetings may be conducted between Township staff and the Successful Respondent virtually. On site work may also be scheduled at the discretion of the Successful Respondent and the Township. The Township will provide access to all necessary information needed to complete the engagement.

## **8. AUDIT WORKPLAN**

Before November 30 of each year (excluding the year of award), the Successful Respondent shall meet with the Director of Financial Services/Treasurer to discuss and agree upon a schedule for the completion of the audit for the current year. The following is a proposed timeline for the annual audit:

<b><u>Activity/Milestone</u></b>	<b><u>Due Date</u></b>
Interim Audit	November / December
Draft Financial Statements (excluding notes)	March
Supporting Working Papers	March
Final Financial Statements	May
Presentation to Committee or Council	June

## **9. CONTENT OF PROPOSALS**

- 9.1 The proposal should include the Respondent's interpretation of the requirements of the engagement, together with a description of the approach planned to facilitate carrying out the audit work, schedule of tasks and decision points. In addition, the proposal should include:
- 9.1.1 A statement of experience performing external audits in a municipal or broader public sector environment;
  - 9.1.2 A list of key personnel who will be assigned to the project, including the partner, audit manager and senior audit staff;
  - 9.1.3 A cost estimate for the preparation of all deliverables under Section 5 Project Deliverables; prices quoted in the proposal shall be all-inclusive (e.g. travel and other administration expenses, printing costs, etc.); HST must be shown as a separate item;
  - 9.1.4 Clarification of specific requirements of the staff or service providers contracted to the Township of Muskoka Lakes and/or any exclusion from the scope of the work;
  - 9.1.5 Listing of other similar audit clients (e.g. municipalities) with contact information;
  - 9.1.6 Respondents are to include any additional information regarding their firm and/or services that could prove beneficial to the evaluation team in accessing their submission;
  - 9.1.7 Respondents are required to include in their response the Respondent's Declaration as shown in Appendix "A" to this RFP.
- 9.2 The Township reserves the right to interview Respondents as part of the Proposal Evaluation Process.

## **10. TERM, FEES & PAYMENT**

The term of appointment for the audit is for a period of five years. However, the appointment is to be reviewed on an annual basis as Council reserve the right not to re-appoint if dissatisfied in any way.

The Successful Respondent shall keep account of actual time spent on each task and submit to the Director of Financial Services/Treasurer upon the completion of the audit, a schedule, which compares the actual audit time spent to the audit time budgeted. The costs of this administration function of the audit time shall be considered to be included in the fee quoted under this proposal.



Payments shall be made based on invoicing submitted upon agreement between the Respondent and the Township on the achievement of key milestones as related to the project. Final payment will be provided upon acceptance by the Township of the Final Auditor's Report.

#### **11. FORM OF PROPOSAL**

All Proposals must be submitted electronically in PDF format to [mdonaldson@muskokalakes.ca](mailto:mdonaldson@muskokalakes.ca).

#### **12. QUESTIONS AND INQUIRIES**

Inquiries regarding this RFP are to be directed to Township of Muskoka Lakes, Director of Financial Services, Mark Donaldson, by e-mail to [mdonaldson@muskokalakes.ca](mailto:mdonaldson@muskokalakes.ca). Inquiries must not be directed to other Township employees (other than designate) or Elected Officials. **Directing inquiries elsewhere may result in your proposal submission being rejected.**

Questions of clarification will be answered until January 24, 2022, with response(s) being posted on the Township's website and on Biddingo as a RFP Addendum.

Inquiries must be received no later than five (5) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

#### **13. EXAMINATION OF REQUEST AND PROPOSAL DOCUMENTS**

Each Respondent must be satisfied by a personal study of the RFP documents, by calculations, and by personal inspection of the public information available from the Township. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

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

The RFP will be posted and available for download on the Township's website beginning January 7, 2022 and will remain available until closing on January 28, 2022. Notice of the RFP will also be posted on Biddingo.

#### **14. ERRORS AND OMISSIONS**

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by The Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

#### **15. RESPONDENT EXPENSES**

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

**16. ADDENDA**

- 16.1 If required, addenda will be posted on the Township's website [<https://www.muskokalakes.ca/en/town-hall/bids-and-tenders.aspx>] which is found under Bid Opportunities.
- 16.2 It is the Respondent's ultimate responsibility to ensure all addenda have been received.
- 16.3 Respondents shall be required to acknowledge receipt of addenda in their submission

**17. PROPOSAL CLOSING**

Proposal submissions must be received electronically by Friday, January 28 at **3:00 p.m. EDT.**

**18. LATE SUBMISSIONS**

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

**19. PROPOSAL WITHDRAWAL**

- 19.1 A Respondent 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 that Respondent.
- 19.2 A Respondent may withdraw their proposal at any time up to the official closing time by notifying the Project Manager in the email provided. Such a submission must be received in sufficient time to be marked before 3:00 p.m. on the date for closing of proposals.
- 19.3 No Respondent may withdraw their proposal for a period of 60 days after the actual date of closing.

**20. PROPOSAL OPENING**

Respondents are advised there will not be a public opening for this RFP. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Township at a time subsequent to the closing.

**21. ACCEPTANCE OR REJECTION OF PROPOSAL**

- 21.1 The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, and previous performance.
- 21.2 The Township reserves the right to reject any or all proposals and to waive formalities as the interests of the Township may require without stating justification.
- 21.3 No proposal shall be accepted from or awarded to any individual, partnership or corporation that is in current or pending litigation, or tax arrears, with the Township of Muskoka Lakes, or that may be deemed irresponsible or unreliable to the Township.
- 21.4 Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a proposal or recall the proposals at a later date:
  - 21.4.1 When only one (1) proposal has been received as a result of the proposal call;
  - 21.4.2 Where the lowest responsive and responsible Respondent's proposal substantially

- exceeds the estimated cost of the goods or service;
- 21.4.3 Where the proposal documents do not state a definite, or are based on an unreasonable delivery/work schedule;
- 21.4.4 When all proposals received fail to comply with the specifications or proposal terms and conditions; or
- 21.4.5 Where a change in the scope of work or specifications are required.
- 21.5 The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.
- 21.6 Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.
- 21.7 Each proposal shall be open for acceptance by the Township for a period of sixty (60) calendar days following the date of closing.

**22. PROPOSAL EVALUATION CRITERIA**

22.1 Proposals will be evaluated based on, but not limited to, the following:

Evaluation Criteria	Weight Factor
<p>Strength of the proposed Audit Team as evidenced by:</p> <p>Experience and Qualifications as evidenced by:</p> <ul style="list-style-type: none"> <li>• Company background and history</li> <li>• Relevant experience with other audits, particularly in the municipal sector or broader public sector</li> <li>• Client references</li> </ul> <p>Appropriateness of management personnel and technical staff proposed</p> <p>Organizational approach to project management including workflow, reporting and quality assurance procedures</p>	25%
<p>Ability to successfully complete the audit work as evidenced by:</p> <p>Adequacy of resources</p> <p>Ability to complete work on a timely basis and meet deadlines and demonstrated the ability to meet the tight timeline</p> <p>Methodology employed to meet with timeline</p> <p>Approach to consultation and communications</p>	25%
<p>Response Characteristics:</p> <p>Adherence to the required format</p> <p>Completeness of submission</p>	10%
<p>Proposal Fee:</p> <p>Overall Budget/Value for work proposed.</p> <p>Points awarded for the “Proposed Fee” portion of the evaluation shall be in accordance with the following:</p> <p>The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (40). All higher fees proposed shall be awarded points relative to the lowest bid, rounded to the closest full point for the fee portion of the evaluation</p>	40%

### **23. VERIFICATION OF INFORMATION**

The Township shall have the right to:

- 23.1 Verify any Respondents statement or claim by whatever means the Township deems appropriate, including contacting persons in addition to those offered as references; and/ or;
- 23.2 Access the Respondent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability; and/or;
- 23.3 The Respondent shall co-operate in the verification of information and is deemed to consent to the Township verifying such information.

### **24. PROCESS**

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent discussions with the Respondent if required. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township.

### **25. OWNERSHIP**

The information, reports, documentation, plans, etc. that are a product of this award by the successful Respondent, will become the exclusive property of the Township.

### **26. PROPOSAL AWARD PROCEDURES**

Unless stated otherwise the following procedures will apply:

- 26.1 The Township will notify the Successful Respondent of the award within forty-five (45) calendar days of the Proposal Closing.
- 26.2 Notice of Acceptance of Proposal will be by written notice (electronically).

### **27. AWARD**

It is the intention of the Township to award the contract arising from this RFP process to one (1) qualified Respondent. The Township will notify the qualifying Respondents electronically with respect to the selection of the recommended Respondent.

### **28. SUB-CONSULTANTS**

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

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

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or their right, title or interest therein, or their power to execute such contract, to any other person, company or entity, without the previous consent, in writing, of the Township's officials,

which consent shall not be unreasonably withheld.

## **29. REQUIREMENTS AT TIME OF EXECUTION**

- 29.1 Subject to an award of the agreement, the Successful Respondent is required to submit upon request the following documentation in a form satisfactory to the Township for execution within fifteen (15) calendar days after being notified to do so in writing:
- 29.1.1 Insurance Documents;
- 29.1.2 Clearance Certificate from the Workplace Safety and Insurance Board;
- 29.2 If the Successful Respondent for any reason, defaults or fails in any matter or item referred to under "Requirements at Time of Execution", the Township reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the Township may, at its sole discretion, deem best.
- 29.3 Following receipt of the documents, the successful Respondent will enter into a Professional Services Agreement with the Township to proceed with the engagement.

## **30. INDEMNIFICATION**

The Successful Respondent, its officers, agents or employees and if applicable all sub- contractors shall at all times indemnify and save harmless the Township from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or willful acts or omissions of the Successful Respondent, its officers, agents or employees or if applicable its sub-contractors.

## **31. CONFLICT OF INTEREST**

Respondents must ensure that they are not in a position that may be perceived as a conflict of interest.

## **32. REGULATION COMPLIANCE AND LEGISLATION**

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

## **33. CANCELLATION**

Either party may terminate the Contract by giving the other party ninety (90) days written notice. A period of less than 90 days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

## **34. GOVERNING LAWS**

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

### **35. FREEDOM OF INFORMATION**

Any personal information required on the Proposal Form is received under the authority of The Corporation of the Township of Muskoka Lakes. This information will be an integral component of the quote submission.

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

Questions about 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:

Lauren Tarasuk, Director of Legislative Services  
Township of Muskoka Lakes Municipal Office,  
1 Bailey Street, Port Carling, ON P0B 1J0,  
Telephone (705) 765-3156

The Director of Legislative Services has been designated by The Township of the Township of Muskoka Lakes to carry out the responsibilities of the Act.

### **36. WORKPLACE HEALTH AND SAFETY**

The Successful Respondent shall provide upon request the Township with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Respondent's good standing with the Board at any time when requested by the Township.

### **37. INSURANCE**

The Successful Respondent at their sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- 37.1 Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form contractual liability, Townships and contractors' protective, products and completed operations and contain a cross liability, severability of insured clause in an amount of not less than two-million dollars (\$2,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the Township as additionally insured in respect of all operations performed by or on behalf of the Successful Respondent.
- 37.2 Professional Liability (Errors and Omissions) Insurance in the amount of two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement, the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.

- 37.3 Prior to commencement of any work associated with this Agreement 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 any work associated with this Agreement.
- 37.4 All policies shall be endorsed to provide 30 days advance notice to the Township of any modification, change, or cancellation.
- 37.5 All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self- insurance carried or maintained by the Township.
- 37.6 All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 37.7 If the Successful Respondent fails to maintain insurance as required by the Agreement, the Township shall have the right at their sole discretion to: terminate the Agreement; provide the Successful Respondent with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Successful Respondent and the Successful Respondent shall pay the cost thereof to the Township on demand or the Township may deduct the cost from the amount which is due to or may become due to the Successful Respondent.
- 37.8 All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- 37.9 It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 31 have been met.
- 37.10 If applicable and based upon the operations of any sub-contractor, Section 23 shall apply in the same manner to any sub-contractor as it would to the Successful Respondent. Further, it is the Successful Respondent's obligation to ensure that any sub-contractor is aware of these obligations. The Successful Respondent shall provide to the Township confirmation of the sub-contractor's insurance.

**38. COMPLAINE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005**

The Successful Respondent will ensure that all its employees, agents, volunteers, or others for whom the Successful Respondent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, as amended the ("Act").

The Successful Respondent will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in the Regulation.

The Successful Respondent will submit to the Township, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Township



reserves the right to require the Successful Respondent to amend its training policies to meet the requirements of the Act and the Regulation.

**39. HARMONIZED SALES TAX**

HST is applicable to the requirements of this Proposal and should be shown separately on the Schedule of Fees.

**40. PERFORMANCE**

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

**41. CONFIDENTIALITY UNDERSTANDING**

The successful Respondent and its employees may have access to information confidential to the Township. The successful Respondent agrees, subject to Rule 208 of the CPA Code of Professional Code of Conduct, that it and its employees who have access to this information shall not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use it in any way, either on the Successful Respondents behalf or on behalf of any third party, any such information.

**42. SOLICITATION**

If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the Township with respect to the proposal, whether before or after the submission of the proposal, the Township shall be entitled to reject the proposal and/or terminate the assignment.

**43. CONTACT**

The Project Manager is the Director of Financial Services / Treasurer for the Township

Mark Donaldson, Director of Financial Services  
Township of Muskoka Lakes  
Phone: (705) 765-3156 Ext. 210  
[mdonaldson@muskokalakes.ca](mailto:mdonaldson@muskokalakes.ca)

All inquiries shall be directed to the Project Manager identified above.

**APPENDIX "A"**

**THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION**

**RESPONDENT'S DECLARATION**

The Respondent has carefully examined the conditions attached to this Request for Proposal and is prepared to perform the work as outlined in this document in an expedient, professional manner.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of the Township of Muskoka Lakes is or will become interested directly or indirectly in this proposal as a contracting party, partner, shareholder, surety or otherwise in the performance of the Service or in the supplies, service or business to which it relates, or in any portion of the profits thereof or in any of the monies to be derived therefrom.

The content and requirements of this RFP have been read and understood.

All prices are quoted in Canadian funds.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

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**SIGNATURE OF RESPONDENT**

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