



Ogwadeni:deo
“Taking Care of Our Own”

Request for Proposal (RFP) for Audit Services RFP 2026-07-01

Ogwadeni:deo
2469 Fourth Line, Ohsweken, ON N0A 1M0
Tel: 1.519.445.1864 | Fax: 1.519.445.0117
www.ogwadenideotco.org



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INTRODUCTION

Project Purpose

Ogwadeni:deo is seeking proposals from qualified vendors for the completion of the annual financial audit for a 3 year period:

- Year 1: April 1 2026 – March 31, 2027
- Year 2: April 1 2027 – March 31, 2028
- Year 3: April 1 2028 – March 31, 2029

Background of Ogwadeni:deo

Ogwadeni:deo, which translates to “Taking Care of Our Own” in Cayuga, is located on the Six Nations of the Grand River Territory (SNGR) in southwestern Ontario, between the cities of Brantford and Hamilton. SNGR consists of 6 individual indigenous nations, the Mohawk, Onedia, Onondaga, Cayuga, Seneca and Tuscarora, which have united to form the Six Nations Confederacy. The SNGR Territory is the only reserve where all nations reside together and is the most populous indigenous community in Canada. SNGR had a total band membership of 28,555 people, as of November 1, 2022; 12,733 of whom reside on Territory.

SNGR's Child Welfare Agency, Ogwadeni:deo, was mandated in January 2018, in accordance with the Ontario *Child, Youth Family Services Act*, to provide culturally supportive child protection services to Six Nations band members residing on the Six Nations Territory, within the City of Brantford and in the County of Brant. Ogwadeni:deo is governed by a Board of Directors, referred to as Ogwadeni:deo's Commission, comprised of up to 10 community members.

Ogwadeni:deo was granted an exemption to incorporation according to the *Child and Family Services Act -Ontario Regulation 445/17*. As Ogwadeni:deo is not incorporated, its funding from the Ministry of Children, Community and Social Services (MCCSS) must flow through the Six Nations of the Grand River Elected Council (SNGREC), the government-appointed political governing body of the SNGR community. As well, Ogwadeni:deo's funding from Indigenous Services Canada is 'flown through' SNGREC's Comprehensive Funding Arrangement.

As a not-for-profit agency located on Territory, Ogwadeni:deo abides by both Provincial and SNGREC regulations, by-laws and legislative requirements. Ogwadeni:deo abides by the by-laws, community directives and reporting structure of SNGREC as it relates to any building/construction requirements, community-based business requirements and political reporting. For its service delivery, employment laws, and financial requirements,

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Ogwadeni:deo follows Provincial legislation, with cultural aspects implemented where appropriate. In addition, Ogwadeni:deo is also transparent with, and seeks cultural support and consultation from the traditional Haudenosaunee Confederacy Chiefs Council when required.

Until March 31, 2023, Ogwadeni:deo operated under the umbrella of SNGREC. As of April 1, 2023, Ogwadeni:deo became semi-autonomous from SNGREC and assumed the role of employer for all Ogwadeni:deo staff, with its own Finance, Human Resources, and Information Technology departments. Ogwadeni:deo now operates under its own policies and procedures but remains accountable to SNGREC and the SNGR community regarding the overview of its operations.

Ogwadeni:deo complements up to 85 employees who carry out various duties, including direct service delivery to clients, administrative support, employment relations, financial oversight, and management. Each service delivery team has its own caseload and delivers services that are unique to that team. All positions within Ogwadeni:deo ultimately contribute to ensuring the safety, health, and well-being of children and youth aged 0-23 years who are band members of the Six Nations of the Grand River.

Ogwadeni:deo's Vision

All children are seen and valued as Gifts. We envision reclaiming our inherent right to provide a service imbedded in Haudenosaunee culture that ensures the safety, preservation and protection of all children.

Ogwadeni:deo's Mission

We are dedicated to assume our responsibilities for taking care of children in partnership with the community:

- By strengthening families through healing at home and in the community,
- By practicing client centered approaches,
- By honouring the family of origin,
- By valuing, upholding and bringing forward Ogwehon:we/Haudenosaunee/Indigenous knowledge as foundational practices of family wellness, and
- By respecting the expertise within the community.

We will demonstrate kindness and understanding to reinforce Ogwehon:we values in the practices of delivering, managing and administering our services. We strengthen the relationships of women and men in a gender balanced development of family systems.

SECTION 1: PROJECT OVERVIEW

1.1 Objective

Ogwadeni:deo is seeking Proposals from qualified firms, organizations or independent consultants that possess the experience, capability and the interest in providing leadership and expertise in the provision of Audit Services. This Request for Proposal is an invitation for interested and qualified vendors to submit their bid that meets the needs of the project.

Request for Proposal Number: RFP 2026-07-01

Description: Audit Services - To ensure accountability to funders, other stakeholders and the Six Nations of the Grand River Community.

Date Issued: July 21, 2026

Closing Date and Time: August 21, 2026

1.2 Desirable Outcomes

By posting this RFP, Ogwadeni:deo aims to:

- To obtain the services of an Independent Auditing firm
- To ensure compliance with the Public Sector Accounting Board and the Canadian Public Sector Accounting Standards
- To ensure compliance with the Children's Aid Societies of Ontario Accountability Agreement
- To ensure compliance with Ogwadeni:deo's Finance Policy

1.3 Project Timeline

By applying to this RFP, the vendor understands and is able to accommodate the project timeline, which begins once the successful vendor is notified of their selection for the project.

The successful vendor shall be notified of their procurement before September 30th, 2026. The final product shall be completed in finalized form and ready to present to Ogwadeni:deo's Commission an/or Senior Leadership team for approval. If any revisions are recommended, they shall be complete and ready to be presented for final approval.

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Ogwadeni:deo reserves the right to not approve the final product until the Commission and/or Senior Leadership Team is fully satisfied with the final product.

Once final approval is received from Commission or the Senior Leadership Team, the successful vendor may be requested to present the final approved product to the entirety of Ogwadeni:deo's staff within 3 (three) months of receiving final approval, with the chosen date being selected by Ogwadeni:deo. The vendor will be notified if this is needed during the initial project launch meeting.

1.4 Scope of Work

1. To perform the annual audit of Ogwadeni:deo's financial statements' and to provide an 'Independent Auditors Report (and Management Letter) on the statements for the year ending March 31st.
2. To present the 'Audited Financial Statements' and 'Independent Auditors Report' for approval by the Ogwadeni:deo Commission (Board).
3. To present the 'Audited Financial Statements' and 'Independent Auditors Report' to the Annual General Meeting of the Commission and the SNGREC.
4. To audit annual submissions to the Ministry of Children and Youth Services, specifically the Transfer Payment Annual Reconciliation (TPAR) and other Ministry reconciliations, as may be required.
5. To perform a review of the agency's performance with regards to the Broader Public Sector Attestation of Compliance.
6. To be available for consultation on accounting issues as they arise.
7. To perform any additional special/program audits that may be required by Ogwadeni:deo.
8. To ensure Ogwadeni:deo is advised of any changes in legislation and Canadian generally accepted auditing standards that may affect OGD's accounting and/or reporting practices.

1.5 Budget

Vendors shall submit the anticipated cost of the project in Canadian dollars and as a fixed fee. The vendor shall submit a breakdown of the expected costs, including by rate, hours,

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travel, etc. Any additional costs expected to complete the project, such as through hiring sub-contractors, shall be included in the total project cost. The vendor shall ensure that any costs do not include HST, as Ogwadeni:deo is tax exempt. The successful vendor shall be provided the HST Exemption Letter for their records. The vendor shall clearly indicate if a deposit fee is required and the amount.

SECTION 2: PROPOSAL SUBMISSIONS

In order to facilitate the analysis of responses to this RFP, it is suggested that vendors prepare their submissions in accordance with the instructions outlined in this section. Submissions shall be accepted through hard copy or electronic copy **by 4:00 p.m. on August 21, 2026.**

2.1 Submitting the Proposal

If submitting a hard copy Proposal, the material shall be mailed, couriered or hand delivered to Ogwadeni:deo's reception by the deadline. Acceptance of the Proposal shall only occur during business hours, Monday to Friday from 8:30 a.m. to 4:00 p.m. The material shall be placed in a sealed envelope, marked "confidential" and addressed to:

Attn: Joanna "Nikki" Miller
Ogwadeni:deo
2469 Fourth Line
Ohsweken, ON N0A 1M0
Re: RFP 2025-07-21

Electronic copies shall be submitted to the attention of Joanna "Nikki" Miller through email at joanna.miller@ogwadenideotco.org. The Proposal shall be attached as either Microsoft Word or PDF document. The header of the email shall state "Proposal Submission re: RFP 2026-07-01".

Proposals received after the closing time will not be accepted. Vendors who need to withdraw or amend their proposal should do so before the closing date. Ogwadeni:deo reserves the right to amend this Request for Proposal (RFP) document through written addendum, up to three (3) business days prior to closing time. Where no satisfactory proposal is received, Ogwadeni:deo reserves the right to cancel this RFP process, request re-bids, or negotiate a contract for the whole or any part of the provision of the required service as outlined in this RFP.

The vendor shall not modify or withdraw its proposal without Ogwadeni:deo's consent for a period of ninety (90) days after the closing date.

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In its Proposal, each vendor must disclose any actual or potential conflict of interest that might compromise the performance of the Services. If such a conflict of interest does exist, Ogwadeni:deo may, at its sole discretion, refuse to consider the proposal and disqualify the vendor from the bidding process. The vendor must also disclose whether it is aware of any Ogwadeni:deo employee, Board member or member of the Project team having a financial interest in the respondent and the nature of that interest. Ogwadeni:deo reserves the right to solely determine whether any situation or circumstance constitutes a conflict of interest.

2.2 Proposal Requirements

The Proposal shall provide a clear description of the vendor's capability to satisfy the requirements of this RFP. All Proposals shall have pages numbered in sequential order.

Section	Description
A.	Background of Firm • Provide a background of the business, including reference to any work completed with indigenous agencies and summary of relevant experience
B.	Representative Profiles • Provide detailed profiles of the representatives that will be involved in the project, including any credentials, history of work with indigenous agencies and any specialties
C.	Project Schedule and Costs • Include a summarized schedule of the plan to complete the project, including timelines for each portion, representatives involved, and costs involved at each stage including total project cost and amount of deposit required, if any
D.	Project Narrative • Details relating to the vendor's understanding of the project and any sub-contractors or additional support needed, including from Ogwadeni:deo, for completion of the project
E.	Completed Addendums • Attached signed addendums (see appendices)

2.3 Mandatory Requirements

Proposals not clearly addressing and meeting this mandatory requirement will be considered non-compliant and may not, at the sole discretion of Ogwadeni:deo, receive further consideration during the evaluation process.

Ogwadeni:deo's Request for Proposals for Audit Services

Appendix A – Proposal Submission Form

Appendix B – General Terms and Conditions

2.4 Insurance

Vendors are advised that it is Ogwadeni:deo's requirement that for any Agreement entered into as a result of this RFP, the vendor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to: products and completed operations liability, blanket written contractual liability, owners and contractors protective liability, owners and employees as additional insured, and
- Insurance on property of others on an "all risks" basis, including theft, and in an amount sufficient to cover such property in the Contractor's care, custody and control.

2.4 Workers Compensation Board

Vendors are advised that it is also Ogwadeni:deo's requirement that for any Agreement entered into as a result of this RFP, the vendor shall provide a "Letter of Clearance" from The Workers' Compensation Board indicating its account is in good standing.

2.5 Compliance with Terms and Conditions

Vendors shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Vendors shall make all investigations necessary to properly understand and provide for all conditions, which may affect the supply of the goods or services described.

Unless the vendor has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a vendor shall be construed by Ogwadeni:deo to mean that the vendor agrees to abide by and carry out all conditions set forth in the RFP documents.

From the date of issuance of this RFP until the award of any resulting contract, all communications concerning this procurement must be directed exclusively to the

designated contact person identified in the RFP. Any attempt by a vendors or its representatives to influence the outcome of this procurement process through direct or indirect lobbying of any elected or unelected officials, public servants, or other individuals not explicitly designated in the RFP may result in disqualification of the vendor. Buyer reserves the right to reject any proposal where it determines that improper lobbying has occurred.

By submitting a proposal, the vendor certifies that its submission is made without any connection, knowledge, comparison of figures, or arrangement with any other vendor submitting a proposal. The vendor further certifies that no effort has been made to induce any other entity to submit or not submit a proposal for the purpose of restricting competition. Any evidence of collusion, bid-rigging, or other anti-competitive conduct will result in immediate disqualification and may be reported to the appropriate regulator(s).

The vendor understands that Ogwadeni:deo is bound by strict privacy legislation and restrictions, which the vendor shall agree to abide by.

2.6 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this procurement process or any resulting contract, the parties agree to first attempt to resolve the matter amicably through good faith negotiations. If the dispute cannot be resolved through negotiation within 15 working days of written notice of the dispute, the parties shall submit the matter to mediation administered pursuant to the mediation rules of JAMS Toronto. The place of mediation shall be in Ohsweken or its immediate surrounding area, and the language of the mediation shall be English. The parties shall mutually agree on the appointment of a mediator. If they are unable to agree, a mediator shall be appointed in accordance with the JAMS mediation rules. Participation in mediation shall not preclude either party from seeking interim relief from a court of competent jurisdiction, nor shall it affect any rights to pursue further legal remedies if mediation fails to resolve the dispute.

SECTION 3: PROPOSAL EVALUATION AND SELECTION

3.1 Selection Committee

Upon receipt of Proposals and after the closing date and closing time, the selection committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document.

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Vendors will be evaluated by the selection committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the selection committee is at the sole discretion of Ogwadeni:deo and the identity of the persons forming part of the selection committee will not be made known to the Proponents.

3.2 Proposal Opening

All Proposals received up to the closing date and closing time will be open by Ogwadeni:deo's selection committee on the review date only. Vendors will not be rejected or shortlisted until such time as the selection committee has had an opportunity to examine and evaluate all compliant Proposals.

3.3 Evaluation Criteria

The selection committee shall review each Proposal independently and shall score the Proposals based on the following criteria:

	Desirable Criteria	Score
A.	Project Understanding	15
	i. Proposal met submission criteria and requirements	5
	ii. Provides a clear understanding of the project	10
B.	Corporate Profile	25
	i. Project Team	10
	ii. Relevant Experience	10
	iii. Familiarity with working for indigenous agencies/communities	5
C.	Proposed Methodology	30
	i. Benefits/expertise the vendor will bring to the project	10
	ii. Milestones for ensuring timely completion of project	10
	iii. Creativity	10
D.	Financial Component	30
	i. Confirmation of financial requirements	15
	ii. Competitive financial statements	15
E.	Workers Compensation Standing	Pass / Fail

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F.	Certificate of Insurance	Pass / Fail
G.	Conflict of Interest	Pass / Fail

3.4 Award of Contract

Award of contract for the project will be made to one vendor whose submission provides the most favorable solution to Ogwadeni:deo. It is anticipated that the contract, if awarded, will be awarded within 60 days of the closing date for receipt of Proposal submissions.

Ogwadeni:deo reserves the right to reject all submissions and not issue any contract based on this RFP.

3.5 Short List

Should scoring result be matched or further information is needed to best suit the project, Ogwadeni:deo will establish a shortlist of vendors for further evaluation.

Ogwadeni:deo reserves the right to request presentations or further information relating to a Proposal from short listed vendors, as may be required.

3.5 Vendor's Costs

Costs for developing submissions are entirely the responsibility of the vendor and shall not be chargeable to Ogwadeni:deo.

3.6 Rights to Submission of Proposal

All copies and contents thereof of any submission, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyrighted material, shall become the property of Ogwadeni:deo. All copyrighted material must be clearly marked.

3.7 On-Site Presentation

Short listed vendors may be required to make an on-site presentation to Ogwadeni:deo's Selection Committee to support their submissions.

Any and all costs incurred by the short-listed vendors in order to attend this presentation including transportation, food, lodging, etc. shall be borne entirely by the vendor.

3.8 Execution of Service Contract

In addition to the attached addendums, the successful vendor shall be required to enter into a Service Contract with Ogwadeni:deo, similar to the Terms and Conditions outlined in Appendix "B" of this RFP.

The Service Contract shall be provided to the successful vendor during the notice of the Award of Contract. The Service Contract is required to be completed and signed by both the vendor and Ogwadeni:deo prior to any work commencing.

The successful vendor shall be required to complete all services in accordance with the Accessibility Ontario Disabilities Act and in accordance with Ogwadeni:deo's Health and Safety policies.



Proposal Submission Document for RFP 2026-07-01

ISSUE DATE: July 21, 2026

CLOSING DATE: August 21, 2026 at 4:00 p.m.

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the RFP for Audit Services, and are satisfied that we fully understand the intent and declare that:

- (i) we accept all terms and conditions set forth in the RFP;
- (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and
- (iii) the content of our Proposal is true and accurate.

I/We hereby offer to Ogowadeni:deo RFP for Audit Services requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

Company: _____

Address: _____

Email: _____

Phone: _____

Executed this _____ day of _____, 20____.

Signature of Authorized Representative: _____

Name and Title (please print): _____



GENERAL TERMS AND CONDITIONS

1. **Term** - Subject to earlier termination as provided hereunder, the term of this Agreement shall be for a period of _____ year(s)/month(s) commencing _____, and ending _____. In the event that this Agreement has been executed after the commencement of the said term, the provisions hereof shall be deemed retroactive to such commencement.
2. **Acceptance and Award** – Ogwadeni:deo reserves the right to accept or reject any proposal, in whole or in part(s) as Ogwadeni:deo deems fit, solely at Ogwadeni:deo discretion, without liability on the part of Ogwadeni:deo. The lowest bid proposal will not necessarily be accepted.

Ogwadeni:deo reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form. Ogwadeni:deo reserves the right to cancel this RFP at any time, without penalty or cost to Ogwadeni:deo. This RFP should not be considered a commitment by Ogwadeni:deo to enter into any agreement. Acceptance or rejection of proposals will be at the sole discretion of the RFP Selection Committee. Ogwadeni:deo reserves the right to reject the proposal of any proponent who does not furnish satisfactory evidence of sufficient qualification, to successfully execute and complete the work. Past performance of firms submitting proposals shall also be a consideration.

3. **Assignment of Subletting** - The successful Vendor shall not assign, subcontract or transfer any agreement or any part thereof without the prior written consent of Ogwadeni:deo.
4. **Awarding the Contract** – Ogwadeni:deo may award a contract on the basis of the initial offers received, without discussion. Therefore, each initial offer should contain the Vendor’s best terms/information, including all required documentation, as requested herein. Nothing in this RFP shall be interpreted as requiring Ogwadeni:deo to accept the lowest price proposal or to accept the proposal having the best score on any rating system used to evaluate the proposals. Any award under this RFP is subject to formal approval of Ogwadeni:deo.

Vendors warrant that they have the necessary corporate power and authority to execute and deliver its obligations, as proposed, which includes compliance with any and all patent, copyright and related business transaction laws of Canada and Ontario.

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Upon completion of the evaluation stage, the successful Vendor will be required to enter into an agreement, approved by Ogwadeni:deo’s Solicitor, that references their submissions and any agreed upon amendments and a statement that the Vendor’s solution is fully compatible and functional with Ogwadeni:deo’s requirements.

- 5. Confidentiality** - The Contractor and each of its employees and contractors shall keep all sensitive information strictly confidential and shall not disclose or release such information or any portion thereof to any person whatsoever, except to Ogwadeni:deo and except as may be required at law. Without limitation to the foregoing, the Contractor shall, if requested by Ogwadeni:deo, execute and deliver Ogwadeni:deo’s standard vendor confidentiality agreement with such variations thereto, if any, as Ogwadeni:deo reasonably determines are advisable having regard to the nature of the Contracted Services. The Contractor further agrees as follows:

In the event that:

- i. inadvertently or otherwise, the Contractor obtains or gains access to any sensitive information that was not required for the performance of this Agreement;
- ii. Sensitive information in any form that the Contractor once had in its possession or control is lost, or stolen or is otherwise acquired by a third party without the consent of Ogwadeni:deo; or
- iii. The Contractor has reasonable cause to believe that trespassers, “hackers” or any other third party has, by theft, through electronic means or otherwise, gained access to sensitive information without the consent of Ogwadeni:deo, then the Contractor shall promptly so advise Ogwadeni:deo and, if requested, provide a written report concerning such incident in such detail as Ogwadeni:deo shall reasonably require.

Where, having regard to the nature of the Contracted Services, Ogwadeni:deo deems it practical and appropriate, the Contractor may be required to, and in such event shall, promptly advise Ogwadeni:deo in writing of each occasion that the Contractor accesses Ogwadeni:deo’s electronic files, records or systems outside of normal business hours or from any off-site location and shall not in any event do so without prior authorization.

Sensitive Information shall not in any form or by any means, electronically or otherwise, be removed from Ogwadeni:deo’s premises without its express consent.

Upon request of Ogwadeni:deo, or, in any event, upon termination or expiry of this Agreement, the Contractor shall promptly return to Ogwadeni:deo any and all Sensitive Information and any and all copies, abstracts, summaries or derivations

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thereof, and in whatever form, written, electronic or otherwise that are in the Contractor’s possession or control.

The Contractor’s obligations of confidentiality hereunder as they pertain to Sensitive Information continue after termination of this Agreement.

- 6. Conflict of Interest** - Any and all potential conflicts of interest between the Vendor and Ogwadeni:deo employees must be specifically identified. This includes relationships with the Vendor and their employees, agents, subsidiaries and parent organizations, or the vendor receiving services from Ogwadeni:deo.
- 7. Costs Incurred by Vendors** – Ogwadeni:deo is not liable for any costs incurred by the vendor in the preparation of their response to the RFP or presentations, if required. Furthermore, Ogwadeni:deo shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any vendor, prior or subsequent to, or by reason of the acceptance, or non-acceptance, withdrawal of any proposal, or by reason of any delay in the award of the proposal.
- 8. Deficiencies** – Any deficiencies in the Contracted Services shall be rectified promptly and entirely at the Contractor's expense.
- 9. Errors and Omissions** - It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications, Ogwadeni:deo shall not be held liable for any errors or omissions in any part of this RFP. While Ogwadeni:deo used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Vendors. The information is not guaranteed or warranted to be accurate by Ogwadeni:deo, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Vendors from forming their own opinions and conclusions with respect to the matters addressed in the RFP.
- 10. Governing Law** - This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
- 11. Incident Reporting** – In performing the Contracted Services, the Contractor shall immediately report to Ogwadeni:deo, by telephone, any breach of this Agreement or any occurrence or situation that is or has been harmful or could be potentially harmful to any person or property or that may delay the completion or that may impair the quality of any of the Contracted Services, and promptly and accurately complete and submit to Ogwadeni:deo written reports that may be reasonably requested by Ogwadeni:deo or its insurer relating to same.

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- 12. Indemnification** - The successful vendor shall indemnify and hold harmless Ogwadeni:deo, its Commissioners and employees from and against any and all liabilities, damages, costs, claims, suits or actions by third parties directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by negligent acts or omissions of the contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof, except where such damage or injury is due to the act, default or negligence of Ogwadeni:deo, its Commissioners and employees.
- 13. Legal Claims** - No proposal will be accepted from any person, or company, or proponent which has a claim or instituted a legal proceeding against the Ogwadeni:deo or against whom Ogwadeni:deo has a claim or instituted a legal proceeding with respect to any previous contract without prior approval.
- 14. Licenses, Permits and Approvals** - The successful Vendor, shall at his own expense, be responsible for obtaining, maintaining and keeping available for inspection, any other licenses, necessary to permit him, his employees or company to carry out the requirements of this agreement. Ogwadeni:deo reserves the right to require Vendors to produce any of the following:
- i. Comprehensive insurance certificates, including WSIB
 - ii. Financial and corporate information
 - iii. Other additional assurances or protections deemed necessary by Ogwadeni:deo
- 15. Negotiations** – Ogwadeni:deo reserves the right to enter into negotiations with the selected Vendor. If Ogwadeni:deo and the selected Vendor cannot negotiate a successful contract, Ogwadeni:deo may terminate the negotiations and begin negotiations with the next selected Vendor. This process will continue until a contract has been executed or all Vendors have been rejected. No Vendor shall have any rights against Ogwadeni:deo arising from negotiations.
- 16. Ownership of Documentation and Freedom of Information** - Any submitted proposal shall immediately become the property of Ogwadeni:deo. In the course of the project or of the RFP process, Ogwadeni:deo may provide information to Vendors to allow the preparation of a response to the RFP or of the project deliverables. retains the ownership of and reserves all rights (including copyright and other intellectual property rights) in any document, materials or other information that they provide to the Vendors. Vendors may not use any materials provided for other purposes without the written permission of Ogwadeni:deo.
- 17. Prices and Budgets** – Ogwadeni:deo has strictly defined budgets for the work within this RFP and reserves the right to change the scope of this RFP to bring the proposal

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price within the available budget limits. Should it be determined that the changes in the scope of the RFP are of sufficient magnitude (10% of total project),

Ogwadeni:deo may cancel the proposal call. At their discretion, Ogwadeni:deo may commence a new process in order to complete the project within the budget available.

18. Qualification - Skilled and competent personnel, in accordance with standards generally accepted in the industry, shall perform proposed services in a proper and workmanlike manner.

19. Rejection of Proposals – Ogwadeni:deo reserves the right to reject any or all proposals submitted.

20. Right to Amend Requirements – Ogwadeni:deo reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP. Ogwadeni:deo also reserves the right to modify any and all requirements stated in the Request for Proposal at anytime prior to the possible awarding of an agreement.

Upon awarding the contract based on the information submitted in proposals received, Ogwadeni:deo reserves the right to work with the successful Vendor to modify any of the proposal components outlined in the RFP that are agreeable to all parties. In the event that the chosen Vendor fails to act in good faith by refusing or failing to negotiate in a timely and reasonable manner, or fails to fulfill the intent of the RFP, or to execute the negotiated agreements, the Vendor will be considered to have abandoned all rights and interest in the contract award and the award may be cancelled without penalty to Ogwadeni:deo. The award may then be made to the next highest ranked Vendor or all proposals may be rejected at the sole discretion of Ogwadeni:deo.

21. Security – The Contractor acknowledges that Ogwadeni:deo is in a uniquely vulnerable and sensitive position in respect of any actual or perceived risk of harm to the person or property of Ogwadeni:deo or any of its employees or students and consequently agrees that where Ogwadeni:deo in its unfettered discretion determines that any employee, contractor or other representative of the Contractor charged with any task or responsibility in the carrying out of the Contractor’s duties hereunder has engaged in (or, with or without definitive proof, has been perceived to have been engaged in or at risk of engaging in) practices or behaviours deemed offensive by Ogwadeni:deo including, without limitation, practices involving harassment, bullying, the issuance of verbal or implied threats, the violation of laws or regulations or acts of dishonesty, such employee, contractor or other representative will be replaced by the Contractor at the request of Ogwadeni:deo. In

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any request to replace any such employee, contractor or representative it shall not be necessary for Ogwadeni:deo to give any cause or explanation for its request.

22. Scope of Work Changes - No additional fee shall be paid for a reasonable number of changes or minor additions to the work. It should be noted that no payments will be made for any other services unless written authorization is received from Ogwadeni:deo prior to the commencement of any such work.

23. Submission Format - Proposals shall be prepared in accordance with the format, requirements and terms and conditions set out in this RFP. Failure to do so may cause the submission to be rejected. The proposal, including any and all attachments, exhibits, and documents referred to in the proposal, may be included in the contract, as mutually agreed.

24. Supply Shortages – Subject to any contrary commitments agreed to by the Contractor prior to the date of this Agreement and previously disclosed to Ogwadeni:deo in writing, in the event of a shortage of labour or other supplies or other circumstance which prevents the Contractor from satisfying requests for services from all of its customers within the times requested, the Contractor shall prefer Ogwadeni:deo and, in particular, shall fully supply Ogwadeni:deo with its requirements before supplying other customers.

25. Status of the Contractor – The Contractor is an independent contractor and is not a partner, legal representative, employee or agent of Ogwadeni:deo for any purpose whatsoever. The Contractor shall have no authority to, and agrees that it will not make, any warranties or representations, enter into any contracts, assume or create any obligations, or make any commitment or commitments, on behalf of Ogwadeni:deo without the prior express written consent of Ogwadeni:deo. In the event that any third party, including any governmental authority, shall allege that the Contractor or any of its subcontractors, agents or employees are employees of Peel CAS, or that Ogwadeni:deo is vicariously liable for the actions of the Contractor or any of its subcontractors, agents or employees, the Contractor agrees to fully indemnify and save harmless Ogwadeni:deo from and against any and all costs and expenses, including solicitor client costs, in defending against such allegation and from and against any and all judgments, assessments, reassessments, fines, penalties and other claims levied or obtained against Ogwadeni:deo in consequence of such allegations.

26. Time Open for Acceptance - Proposals shall be valid for 30 days after the closing date.

27. Withdrawal – Ogwadeni:deo reserves the right to withdraw, at its discretion, this proposal at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Vendor as a result of such withdrawal.

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28. Termination - Either party may terminate this Agreement at any time upon the provision of 30 days’ notice to the other party without prejudice.

Notwithstanding the foregoing:

- i. If the Contractor should commit an act of bankruptcy or be adjudged bankrupt or make a general assignment for the benefit of creditors, or if a receiver is appointed over all or a material portion of the business and assets of the Contractor, or if the Contractor has abandoned performance of the Services or has made an assignment of this Agreement without the prior written consent of the Agency, or if the Contractor commits a material breach of this Contract, as determined by the Agency, acting reasonably, the Agency may immediately terminate this Agreement, without prejudice to any other right or remedy the Agency may have, by giving notice of such termination to the Contractor or to the Contractor’s receiver or trustee in bankruptcy.
- ii. If the Contractor fails in any respect to perform the Services or any portion thereof in accordance with this Agreement or otherwise is in breach of this Agreement, then the Agency may immediately terminate the Contractor's right to continue performance of this Agreement, in whole or in part.
- iii. If the Contractor knowingly, and with evidence, engages in any act or behaviour that jeopardizes Ogwadeni:deo’s reputation, places Ogwadeni:deo in a position of conflict within the community, or harms Ogwadeni:deo in any way, the Agency may immediately terminate the Contractor’s right to continue performance of this Agreement, in whole or in part.

THE APPLICANT VENDOR has read and understands the terms and conditions listed herein and agrees to abide by all terms and conditions, if their bid is successful.

Signature of Authorized Representative: _____

Name and Title (please print): _____

Date Signed: _____