



The County
PRINCE EDWARD COUNTY • ONTARIO

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSAL
EXTERNAL AUDIT SERVICES
RFP # 2017-CSF-69**

USE BLACK OR BLUE PEN TO COMPLETE

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing November 14th, 2017 at 2:00:00 p.m. Local Time

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward, prior to proposal submission, failure to register with the County will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing/Budget Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2017-CSF-69

DEFINITIONS AND INTERPRETATIONS

1. **Purchasing By-Law:**

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

www.thecounty.ca/county-government/departments/purchasing-/

2. **Interpretation: The following rules of interpretation apply:**

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this TENDER denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO PROPONENTS

1) CONTRACT/ INTENT

The intent of this RFP is to secure a qualified **EXTERNAL AUDIT SERVICES** for the Corporation of the County of Prince Edward.

The **External Audit Services** in accordance with the terms, conditions, terms of reference, and appendices and attachments of this RFP. The MUNICIPALITY may or may not enter into a **CONTRACT** as a result of the issuance of this RFP.

2) PROPOSAL DELIVERY & OPENING

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked **External Audit Services RFP 2017-CSF-69** and must be submitted to the following address to the attention of the following individual **prior to 2:00 p.m., Local Time, November 14th, 2017** (the “deadline for submission”). PROPOSALS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON K0K 2T0

- b) PROPONENTS shall submit one document marked “original” and **five (5) additional copies**.
- c) In the event that the PROPOSAL is too large for an envelope, the PROPOSAL shall be **sealed** in a carton clearly marked with the **CONTRACT** number and description.
- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) **Note: Since PROPOSALS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of PROPOSALS, and all PROPOSALS and accompanying documents submitted by the PROPONENT become the property of the MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to and materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the **CONTRACT** negotiations whether they are successful or unsuccessful.

- g) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any PROPONENT, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- g) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd Floor, Picton, ON and PROPONENTS are invited to attend. Only the names of the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A, item 4 of this RFP.

3) PROPOSAL SUBMISSION

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.
- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) All PROPOSALS must be made upon the Form of Proposal/Agreement to Contract attached to this RFP as Part D.
- e) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.
- f) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a PROPOSAL must be initialled or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

4) INQUIRY

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk via fax at: (613) 476-7622, or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.

Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on November 6th, 2017, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on November 6th, 2017 may not be acknowledged nor answered.

- c) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the PROPOSAL requires formal amendment or clarification, written addenda to this PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- d) PROPONENTS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.
- f) All references to PROPONENTS include all staff from the proposing organization as well as all Consultants and sub-consultants that the proposing organization may hire to supply the SERVICES.
- h) A proponent may submit a question by fax, and request that the question and answer not be circulated to other consultants. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the consultant's request, and will notify all interested consultants of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to

circulate the answer to all consultants, the enquiring consultant will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a consultant's unique proposal strategy, The Corporation of the County of Prince Edward will honour the consultant's request and respond only to the enquiring consultant.

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part D. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

PROPOSALS will be evaluated by an Audit Selection committee. The evaluation team will compile a "short list", and the Audit Committee will interview "short listed" PROPONENTS. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

- a. PROPOSAL quality: including organization, clarity, completeness, content and presentation;
- b. PROPONENT experience in similar or related projects as well as their experience with government bodies;
- c. The cost effectiveness of each PROPOSAL will be based upon the information supplied in Part C.
- d. Background and proposed staffing experience, is this an area of expertise? Has the proponent indicated similar projects/background?
- e. Project Control/Measurable: does the proponent show significant experience /planning to meet objectives?

- f. Price: was the proposal within budget? Do the criteria justify the price?
- g. Specifications: Were RFP questions answered? Was the challenge in RFP sufficiently addressed?
- h. Quality/Methodology/Creativity: Was this unique, innovative, and insightful? Good quality of thinking? Were you impressed with process used?

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

- a. The intent of this RFP is to secure External Auditing Services for The Corporation of the County of Prince Edward.
- b. The intent of the CONTRACT is that the PROPONENT shall supply EXTERNAL AUDITING SERVICES complete and suitable for the MUNICIPALITY'S intended use.

2) ACCEPTANCE

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the PROPONENT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The contract for services
 - ii) the RFP;
 - iii) and the Proponent's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.
- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

3) PROPONENT ELIGIBILITY

- a) PROPONENTS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
 - iv. evidence of sufficient professional liability insurance.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

- a) The PROPONENT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the PROPONENT will be an independent PROPONENT and that all services will be performed by the employees or agents of the PROPONENT. Sub-contracting agreements made by the PROPONENT will not release the PROPONENT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime PROPONENT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the PROPONENT'S partners, sub-proponents or suppliers in the event the prime PROPONENT defaults on its responsibilities. The prime PROPONENT must communicate such to its partners, sub-Contractors and suppliers. The prime PROPONENT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-PROponents (s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-proponents.

5) INDEMNIFICATION

- a) The PROPONENT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the PROPONENTS also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Proponent's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the PROPONENT, pursuant to the CONTRACT.
- b) The PROPONENT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the PROPONENT and its sub-proponents (if any), and includes Corporate Officers.
- b) The PROPONENT agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the PROPONENT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the PROPONENT will ensure that the worker in question is removed from the work

and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PROJECT SITE WORKING CONDITIONS

It is the PROPONENT'S responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

8) PATENTS AND COPYRIGHTS

- a) The PROPONENT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The PROPONENT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the PROPONENT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Proponent's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

9) ERRORS AND OMISSIONS OF THE PROPONENT

Errors, mistakes, or omissions made by the PROPONENT, its agents, employees, or workmen shall be rectified by the PROPONENT at its sole expense.

10) QUANTITIES

- a) Unless otherwise specified in this RFP, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the PROPOSAL price on the actual quantities deemed acceptable by the MUNICIPALITY.

11) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the SERVICES provided or performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the SERVICES or completion of the SERVICES, as the case may be.

- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the PROPONENT from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the PROPONENT of the final payment shall constitute a waiver of claims by the PROPONENT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the PROPONENT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the PROPONENT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

12) UNPAID ACCOUNTS

The PROPONENT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

13) CHANGES IN THE SERVICES OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the PROPONENT to make changes to the SERVICES. When a change causes an increase or decrease in the SERVICES, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and PROPONENT. All changes must be in writing.

14) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the PROPONENT fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the PROPONENT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated PROPONENT as the Bidder or PROPONENT on future quotations,

tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified PROPONENTS in any future quotation, tender or requests for proposal.

15) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.
- c) The PROPONENT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax which is extra where applicable.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any PROPOSAL that is in error through addition or extension; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.

16) UNIT PRICES

Bid prices shall be F.O.B. delivered to Picton, Ont. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the Proposal form.

17) DISCLOSURE

- a) Total bid prices will only be made available if provided to THE MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) Release of information contained in the PROPOSAL may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.

- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

18) WITHDRAWAL OR QUALIFYING OF PROPOSALS

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.
- b) If after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

19) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the PROPONENT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the PROPONENT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the PROPONENT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

20) LAWS AND REGULATIONS

The PROPONENT shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its

performance. The PROPONENT shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

21) DEFAULT BY CONSULTANT

- a) If the PROPONENT: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the PROPONENT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the PROPONENT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the PROPONENT, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the PROPONENT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the PROPONENT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the PROPONENT).

22) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of PROPOSALS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Proponent's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the PROPONENT from its obligations under the CONTRACT.

23) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other CONSULTANT, firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.
- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

24) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has 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 PROPONENTS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

25) MULTIPLE PROPOSALS

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.
- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

26) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

The Owner/Contractor will obtain and maintain in full force and effect during the term of this contract, commercial general liability insurance acceptable to the County in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall:

- (a) include as an additional insured "The Corporation of the County of Prince Edward" in respect of and during the provision of services by the Owner/Contractor pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms which reduce coverage.
- (c) Automobile Liability Insurance, bodily injury in the amount of \$2,000,000.00 and property damage.

Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$500,000 on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The policies shown will not be cancelled, permitted to lapse or materially changed unless the insurer notifies the County in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. The County reserves the right to request such higher limited of insurance or other types of policies appropriate to the work as the County may reasonably require.

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

Workplace Safety and Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent

further agrees to maintain their WSIB account in good standing throughout the contract period.

Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work

1.0 PROJECT DESCRIPTION

This Request for Proposal is a call for external audit services for The Corporation of the County of Prince Edward and The County of Prince Edward Library Board. Also included in the scope of the audit services are additional reporting requirements as described in Scope of Project (2.0).

BACKGROUND

Prince Edward County is a single-tier municipality located approximately 2 hours east of Toronto. Prince Edward County has a population of 25,000 with an annual budget (operating and capital) of \$60,000,000 (2017).

The County is governed by an elected 16 member Council comprised of a mayor and fifteen councillors.

County Services:

- Road and Bridges maintenance: 1100 km of roads and 50 Bridges and Culverts
- Water and Waste Water Services: 6 water systems serving 4,000 customers, 2 waste water systems serving 2,800 customers
- Solid Waste Services: waste and recyclable material collection, waste disposal (7 landfill sites and transfer stations) and waste reduction/recycling (Waste collection is contracted and recycling services are provided by Centre and South Hastings Waste Services Board of which the County is a member)
- Homes for the Aged: the County owns and operates a 84 bed long term care facility
- Fire Department (12 Stations, a composite force of 9 full time firefighters and 150 volunteer firefighters)
- County Museums (5)
- Community Centres (2)
- Town Halls, Parks, Marinas and Boat Launches
- Cemeteries
- Planning and Development
- Enforcement services including building inspections, bylaw enforcement, canine control, parking control
- Community Development

- Provincial Offences Act Administration
- Administration and support services: Clerks Department, Finance Department, Information Technology, Human Resources

Library Board Services:

- County library system: 6 branches across the County and Archives

Contracted Services:

- Police Services: provided by contract with the Ontario Provincial Police
- Ambulance Services: provided by contract with the County of Hastings
- Public Health: provided on behalf of the County by The Hastings and Prince Edward Counties Health Unit
- Social Services: Ontario Works and Child Care - provided on behalf of the County by Prince Edward Lennox & Addington Social Services
- Social Housing: provided on behalf of the County by Prince Edward Lennox & Addington Social Services
- Conservation Authority: member of Quinte Conservation
- Property Assessment: provided province-wide by the Municipal Property Assessment Corporation

The County's management structure is comprised of a Chief Administrative Officer (C.A.O.), one Commissioner and 14 Directors, Administrators and Managers who manage specific areas of discipline. The majority of the County's workforce is unionized.

The County's current bank of record is the Bank of Montreal and the incumbent external auditor of record is KPMG LLP.

Typical County financial transactions include:

- Billing of property taxes for 15,000 properties
- Bi-monthly billing for 5,300 Water and Sewer Accounts
- 1,800 - 2,000 supplier invoices processed monthly
- Approximately 150 accounts payable cheques weekly
- Bi-weekly payroll deposits for 270 employees (excludes Volunteer Firefighters and Council)
- Approximately 200 accounts receivable invoices monthly

The County uses Microsoft Great Plains system for all of its major corporate financial operations. The suite of systems includes taxation, payroll, general ledger and budgeting, water and sewer billing, accounts payable, accounts receivable and fixed assets. The County utilizes Worktech for its job costing, primarily in Public Works.

2016 Consolidated Financial Statements with Trust Statements, and 2016 Library Board

Financial Statements: Available under separate file on Municipality's Purchasing webpage.

1.2 Reporting Structures

The External Auditors are appointed in accordance with the *Municipal Act, 2001*. They provide specific reports to Council through the Audit Committee. The External Auditors are required to report to the governing bodies of local Boards where separate audited financial statements are issued, i.e. Library Board.

1.3 Audit Committee

The Audit Committee is a committee of County Council. The Committee's terms of reference specify four meetings annually. It reports directly to County Council. The responsibilities of the Committee include recommending the appointment of the external auditor; receive and review the Annual Audited Financial Statements from the external auditor and make recommendations to Council; review any matters brought to the Committee's attention by the external auditor and determine the appropriate disposition.

2.0 SCOPE OF PROJECT

The audit services shall include all duties as required under the Ontario Municipal Act and other applicable acts and shall include the examination of the records and financial statements of the County and all of its local boards.

2.1 Entities Requiring External Audit Service and Reports Required

a) This Request for Proposal is a call for external audit services for:

The Corporation of the County of Prince Edward
Prince Edward County Library Board
Trust Funds (administered by the municipality and library board)

b) Also included in the scope of the audit services are related examinations required in order to produce the following:

- HJ McFarland Memorial Home: The audit scope includes all related audit and certification work required by the Ministry of Health and Long Term Care for the Home (one annual report).
- Provincial Offences Act: The audit scope includes all related audit and certification work required by the Attorney General.
- Museums Schedule of Operating Revenues and Expenditures: The audit scope includes all related audit and certification work required by the Ministry of Tourism and Culture for Community Museum Operating Grants .

c) The County of Prince Edward will prepare and file the annual Financial Information Return.

2.2 General Auditing Requirements

In accordance with generally accepted auditing standards, the work should be

adequately planned and properly executed.

- a) The *Municipal Act, 2001* Section 296 allows for the appointment of external auditors for a term of five years or less. The intent of the County of Prince Edward is to appoint external auditors for a five year term, subject to satisfactory performance.
- b) The audits shall include the examination of the records and financial statements of the County of Prince Edward and the Prince Edward County Library Board to a degree necessary to express an audit opinion on such statements.
- c) Also included will be all related examinations required in order to produce the additional reporting as outlined in 2.1(b).
- d) The preparation of the financial statements for The Corporation of the County of Prince Edward, Prince Edward County Library Board and Trust Funds will be required. The work will generally not include accounting or the preparation of draft schedules.

2.3 Annual Schedule

On a date mutually agreed upon in October of each year, the auditors shall meet with the Director of Finance (or delegate) and Chief Administrative Officer to discuss and agree upon;

- i) A schedule, which includes all aspects of the completion and audit of the various financial statements of the Municipality for the current year;
- ii) A list of the necessary schedules, working papers, analyses and other information to be prepared by the staff of the County.
- iii) Should a proponent be unable to meet any dates, they shall note any deviation in their submission document and where possible, provide alternate dates.

2.4 Qualified Statements

The auditors shall immediately upon discovery of information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the County's financial statements, inform and fully discuss such matters with the Director of Finance (or delegate) and the Chief Administrative Officer. Also, the auditors shall, as far as possible, allow a reasonable time for the Corporation to investigate, analyze, report and take corrective action so as to avoid the inclusion of such qualifications.

2.5 Meetings and Subsequent Assistance

The auditors shall attend such meetings as required to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of the Audit Committee and Council concerning matters pertaining to the annual financial statements.

The successful proponent will meet with the Audit Committee prior to the commencement of the field work for the 2017 Audit to explain the Audit Approach/Plan developed for the audit.

2.6 Audit Management Letter

No later than 15 days following completion of the report on the audit of the annual statements, the auditor shall prepare and deliver to the Chief Administrative Officer, draft letters conveying any concerns relative to the internal accounting, operating controls and/or other matters of material importance with respect to the operations of the Corporation. The auditors shall also provide recommendations as to such corrective measures as may be required, and be prepared to provide assistance with regard to implementation, if required to do so. The auditor shall meet with the Chief Administrative Officer and Director of Finance, to discuss the comments, following which an official management letter will be submitted to the Chief Administrative Officer, the Director of Finance, and the Audit Committee. The Director of Finance shall, upon receipt of the final version of the Audit Management Letter co-ordinate the management response to the Auditor's comments. The response to the letter shall be presented to the Audit Committee.

2.7 Term of Engagement

To provide for a degree of continuity and familiarity in the provision of audit services, and given the scope and complexity of the audit, County Council will appoint the selected firm as auditors for The Corporation of the County of Prince Edward County and its Boards for a period of five (5) years encompassing fiscal years ending December 31, 2017 to December 31st, 2021 inclusive.

2.8 Evaluating the Auditor's Performance

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

i) Persons assigned to the audit:

For the initial year of the engagement, the persons assigned to the audit should be those originally proposed; and any subsequent changes to audit personnel must be acceptable to the Director of Finance;

ii) On-site participation of the audit manager or senior:

It is expected that the audit manager or senior will be present throughout the audit.

iii) Performance in the manner proposed:

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

iv) Adherence to Audit Deadlines:

It is expected that the audit will be completed within the time frames agreed to in the annual schedule. Significant dates for the Corporation currently include:

- Completion of all financial statements by about late April;
- Audit Committee review by mid-May;
- Submission to Council by end of May, review of the Financial Information Return to the Province by May 31 or such other date as stipulated by the Province.

The dates are approximate and may require adjustment from year-to-year depending on issues facing the Municipality.

3.0 PROJECT REQUIREMENTS

- a) The County is requesting proposals from firms that are both interested and capable of undertaking the project and reporting its findings. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal.
- b) The responses will be assessed according to how well they assure the County's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.
- c) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete submissions will not be considered.

Confidentiality

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

3.1 Mandatory Requirements

The following mandatory requirements are identified for inclusion in the proposal:

- i) the name, address and telephone number of the firm and its principal contact person;
- ii) satisfactory evidence that the partner(s) is (are) licensed under the Public Accountancy Act; iii) Indicate compliance with Section 296 of the *Municipal Act; 2001*.

3.2 Audit Firm Technical Requirements

- a) Provide a list of the firm's current and prior largest municipal clients indicating the type(s) of service performed, the number of years served for each client. Please

provide the names and phone numbers of senior staff of these municipality's that may be contacted as references.

- b) Indicate 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.
- c) Show evidence of well-developed professional auditing techniques to evaluate systems of internal control and review for audit work performed.
- d) Provide evidence that the firm has experience in auditing complex and computerized municipality's.
- e) 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.
- f) Have expertise and resources sufficient to address the scope of audit services required in a timely manner to meet County and provincial reporting requirements.
- g) Demonstrate an understanding of legislation relevant to the municipal environment.
- h) Display a commitment to providing reasonable annual continuity of experienced and qualified personnel.
- i) Demonstrate a commitment to meeting all reporting deadlines.

3.3 Audit Personnel Technical Requirements

- a) Include resume(s) and experience profile of the proponent's principal contact person(s) who will be responsible for this contract.
- b) Describe the experience in municipal audits of the partner, manager/senior assigned to the audit including years on each job and their position on each audit. Describe the role of each member of the audit team assigned to the audit including staff in specialized areas such as computer auditing or commodity tax specialists.
- c) Indicate the local office(s) where the staff will be located, which office will be assigned the audit and provide a detailed list of audit staffing and their positions.
- d) Describe the relevant educational background of each individual assigned to the audit. This should include seminars and courses attended within the past two years.
- e) Describe any specialized skills, training and background in public finance by assigned individuals. This may include participation in municipal or provincial consulting assignments, speaker or instructor roles in conferences or seminars or authorship of articles and books.

3.4 Audit Approach

Describe the firm's approach to the audit. This should include at least the following points:

- (i) Type of audit program used;
- (ii) Use of statistical sampling (techniques and automated tools);
- (iii) Use of computer audit specialists and your firm's data processing capabilities;
- (iv) Organization of the audit team and approximate percentage of time spent on the audit by each team member;
- (v) Sample of Internal Control Questionnaire.

3.5 Advisory Services and Publications

Information should be included in the proposal regarding any advisory services which may be available to the municipality free of charge on routine matters. These may include staff assistance and/or publications relating to the economy, income tax, payroll tax, commodity and excise taxes, employment benefit plans, internal audit, management, cash management, and comprehensive/value for money/operational auditing.

In the event that the County requests assistance with internal audit, internal control reviews, or other advisory services please indicate:

- The hourly rates that would be charged for each level of staff (the rates should be fixed for the first two years of the audit and estimated for the remaining three years).

Note: Any internal audit engagements would be for internal audit reviews only and not for the verification and systems review work normally required for the annual external audit.

3.6 Fee Schedule

Complete the attached fee grid ("Schedule of Prices") and submit it along with your proposal. The proposal should include a firm quotation for the annual fees to be charged for the audits of the 2017 – 2021 fiscal years inclusive. The fees should be quoted separately as indicated on the fee grid.

Note:

- i) Out of pocket expenses (if any) should be stated separately from the audit fee.
- ii) It is expected that the audit will be considered a "local" audit and the County would not be responsible for disbursements, (i.e. mileage, long distance phone calls), incurred by the firm which are caused by sending staff from outside the County to our audit site.
- iii) The fees should include all aspects of the auditing assignments and consultations not requiring a significant time commitment or written report (Including telephone consultations)
- iv) If it should transpire that less time is required to perform the audit than anticipated, it is expected that a reduction will be given.

v) It is understood that should a change in requirements occur (e.g. legislated) then additional fees should be presented in writing to the Director of Finance for agreement prior to commencing work.

An indication should be given in the Proposal as to how fees for special audit work would be generated.

All fees quoted will be kept confidential, under the Municipal Freedom of Information and Privacy Act, until they are released for purpose of approval of Committee and Council, just prior to the appointment of the successful auditors.

3.7 General

Provide a brief explanation of why your firm should be selected (specific, detailed, verifiable information). Also, include comment on any ideas respecting the audit function that your firm believes the County should consider.

The onus is on the proponents to show their knowledge, understanding and capacity to conduct the work outlined in the RFP. The proposals will be assessed according to how well they assure the County of success in relation to the RFP requirements. The detail and clarity of the written submission will be considered indicative of the proponent's expertise and competence.

4.0 EVALUATION CRITERIA

4.1 Evaluation of Proposals

The Proposals will be evaluated on the basis of all information provided by the proponents. Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following outlines the primary considerations to be used in the evaluation and awarding of this contract (not in any order).

4.1.1 Audit Selection Committee

A short list of eligible firms will be determined by the Audit Selection committee.

The short listed firms will make an oral presentation to the Audit Committee and it is expected that the partner(s) and manager who will be assigned to the audit will be present to meet the Committee and make the presentation on behalf of the firm.

4.1.2 Evaluation Process

The Audit Selection committee comprised of the Chief Administrative Officer, Director of Finance and the Purchasing Clerk will evaluate all proposal submissions and will consider overall completeness and suitability of the responses. All responses will be evaluated against the evaluation criteria. From the submissions received the Audit Selection committee will shortlist the submissions and recommend the firms to be interviewed to the County's Audit Committee.

4.2 Evaluation Criteria

- a. The evaluation criteria may include but not be limited to the following:
 - i) Compliance with the mandatory requirements;
 - ii) Municipal audit experience and references;
 - iii) The required expertise, including professional qualifications and experience;

- b. A demonstration of a thorough knowledge and understanding of the scope of work;

- c. Audit program and techniques;
 - iv) Quality and Completeness of RFP response; and
 - v) Cost, fee structure, comparative value

Evaluation Criteria Available Points to be awarded

Qualifications and Experience	30
Submission	20
Financial	30
Interview	<u>20</u>
Total	<u>100</u>

4.3 Selection Process

The Audit Committee will recommend the appointment of an audit firm to Council. County Council makes the final decision on the appointment of an audit firm.

5.0 Timetable

The following is a tentative schedule to assist proponents:

Request for Proposal Closing Date	November 14, 2017
Audit Committee	November 2017
Council Appointment	December 19, 2017

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **RFP #2017-CSF-69**
PROJECT TITLE: **External Audit Services**
SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number ___ to ___** hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal **RFP #2017-CSF-69** for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES – continued

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR
THE PROPOSAL WILL BE REJECTED.**

This PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Print Name and Title: _____

Dated at _____ this _____ day of _____, 2017

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Robert L. Quaiff, Mayor

Dated at _____ this _____ day of _____, 2017

Signature: _____
(I have the authority to bind the corporation)
Kim White, Clerk:

Dated at _____ this _____ day of _____, 2017

seal

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES – continued**

Schedule of Prices:

ANNUAL FEES (excluding applicable taxes):						
	2017	2018	2019	2020	2021	Estimated Annual Out of Pocket Expenses
The Corporation of the County of Prince Edward (including trust funds)						
Prince Edward County Library Board						
HJ McFarland Memorial Home						
Federal Gas Tax Transfer						
Provincial Offences Act						
Museums Schedule of Operating Revenues and Expenditures						
TOTAL						

PART D - REFERENCE INFORMATION

PROPONENTS are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Number of Years At Location: _____ Value Of Contract \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the PROPONENT.

Company/PROPONENT

Authorized Signature

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street, 2nd Floor
Picton, ON K0K 2T0

Submitted By (Insert company Name)	<u>RFT 2017-CSF-69 External Audit Services</u>	
<i>OFFICE USE ONLY</i>		
Date/Time: 2nd floor Clerk's Office Received By: (Name of Staff)		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	Signature)