



Request for Proposals

RFP 2024-34

External Auditing Services

Date issued:

05-July-2024 at 1:00 pm

Question Deadline:

19-July-2024 at 4:00 pm

Closing Date and Time:

02-August-2024 at 1:00 pm

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (RFP) is an invitation to prospective Proponents to submit Proposals for the provision of **External Audit Services** to the District of Nipissing Social Services Administration Board (DNSSAB) and Nipissing District Housing Corporation (NDHC) commencing with the 2024 fiscal year. Each organization is a separate legal corporation; however, they share a common staff base.

The DNSSAB / NDHC is requesting Proposals from Proponents who are both interested and capable of providing Auditing Services and recommendations. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal. The purpose of the RFP is to enable DNSSAB / NDHC to identify the best-qualified Proponent whose Proposal represents the best value and best fit with the organization. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

1.2 Organizational Background

The DNSSAB is incorporated under Ontario's District Social Services Administration Boards Act, R.S.O. 1990, c. D.15. The DNSSAB has the mandate under this Act to manage the delivery of Social Services - social assistance (Ontario Works), early years programming and childcare, social housing and homelessness services, and emergency medical services (land ambulance) on behalf of municipalities and residents of unincorporated territories in the District of Nipissing. The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents. A District Map can be found in [Appendix A](#).

NDHC is a non-profit, local housing corporation operating pursuant to the *Housing Services Act*, 2011, S.O. 2011, c.6, schedule 1 and incorporated under the Ontario *Business Corporations Act*, R.S.O. 1990, c. 8.16. NDHC is a not-for-profit Corporation where DNSSAB is the sole legal and beneficial shareholder. NDHC provides housing facilities for individuals and families of low and moderate income.

1.3 General Acceptance

Submission of a Proposal indicates acceptance by the respondent of all the conditions contained in this RFP, including [Appendix D – Terms & Conditions of RFP](#), unless clearly and specifically noted in the Proposal submitted and further confirmed in the formal Contract between the DNSSAB and the Proponent. Deviations from the RFP must be clearly identified in the written submission.

Proposals are subject to a formal Contract being negotiated, prepared and executed. The DNSSAB reserves the right to negotiate the terms and conditions of the Contract.

1.4 RFP Contact

For the purposes of this procurement process, the Procurement Representative shall be:

Chris Cairns, MBA
Procurement Representative
Contract and Procurement Specialist
District of Nipissing Social Services Administration Board
Email: dnssab.contracts@dnssab.ca

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

The DNSSAB makes no representation, warranty, or guarantee regarding the accuracy of the information contained in this RFP. The Proponent is responsible for obtaining all the information necessary to prepare a Proposal.

The DNSSAB makes no guarantee as to the value or the volume of the Scope/Deliverables. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and conclusions concerning the matters addressed in this RFP.

The Contract to be entered with the selected Proponent may not be an exclusive Contract for the provision of the described Deliverables. The DNSSAB may Contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.6 Canadian Free Trade Agreement (CFTA)

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

1.7 Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the appropriate sections, section numbers and titles within this RFP.

PART 2 – THE SCOPE / DELIVERABLES

2.1 Introduction

DNSSAB is a corporation established under the District Social Services Administration Boards Act, R.S.O. 1990, c. D.15, within the province of Ontario. DNSSAB is exempt from income tax under Income Tax Act (R.S.C., 1985, c.1 (5th Supp.)) section 149c and operates on a calendar year basis of January 1 – December 31.

NDHC is a non-profit corporation with share capital whose sole shareholder is DNSSAB. In this role, the DNSSAB provides the NDHC with sufficient funding to maintain the housing stock in good condition and make it available to eligible households. NDHC is exempt from income tax under Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)) section 149(l). NDHC manages over 830 rent-geared-to-income and market rental units within the District of Nipissing, with a mandate to provide safe and affordable housing to those who need it the most and support healthy, secure communities for its tenants. NDHC operates on a calendar year basis of January 1 – December 31.

2.2 Current Practice

DNSSAB/NDHC presents its financial statements in accordance with Canadian public sector accounting standards. As public service agencies, DNSSAB and NDHC receive funding from a variety of sources, including:

- From various divisions of the Federal and Provincial Governments.

- From local taxpayers through a Municipal Levy calculated based on an approved apportionment method.
- Participants' contributions for direct delivery of services including tenant rent (within social housing).
- Generally, the public and legislators have high expectations that organizations acting on behalf of the public and using public funds will conduct business properly and prudently, disbursing public funds wisely and with integrity.

The auditor should remain alert during the engagement for:

- Lack of accountability in the use and management of funds.
- Areas of inefficiencies creating waste or misuse of resources.
- Lack of integrity in the behavior of senior management.

DNSSAB/NDHC are Ontario Municipal Employees Retirement System (OMERS) employer members. DNSSAB/NDHC do not recognize any share of the OMERS pension surplus or deficit. In addition, vacation pay and other post-employment benefits are charged to the operations in the year earned.

With respect to Deferred Revenue:

- Funds received for specific purposes which are externally restricted by legislation, regulation, or agreement and not available for operational purposes are accounted for as deferred revenue on the statement of financial position.
- The revenue is recognized in the statement of operations in the year it is used for the specified purpose.

With respect to Revenue Recognition for DNSSAB:

- Government transfers are recognized as revenue in the financial statements when the transfer is authorized, and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability.
- Transfers are recognized as deferred revenue when transfer stipulations give rise to liability.
- Transfer revenue is recognized in the Statement of Operations as the stipulation liabilities are settled.
- Other revenue is recognized when services are provided and there is reasonable assurance of collection.
- Investment income earned on surplus funds is reported as revenue in the period earned.

With respect to Revenue Recognition for NDHC:

- NDHC follows the deferral method of accounting for restricted capital subsidies. Capital subsidies are recognized as revenue in the year in which the related expenses are incurred.
- Unrestricted subsidies are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.
- Rent is recognized when earned each month.
- Interest and other revenue are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

For copies of DNSSAB past annual audited financial statements, information can be found at: <https://www.dnssab.ca/about-us/guiding-documents/>. NDHC financial statements may be made available upon request.

With respect to key financial systems, DNSSAB uses Dynamics NAV, an application of Microsoft, as its accounting software solution. This system integrates with Microsoft Office and allows for export and import from Excel using specific templates. NDHC uses Arcori as its accounting software solution.

Payroll is processed using ADP Canada. Bi-weekly payroll data is inputted into the general ledger through a general journal entry. For more information on ADP, please visit their website at <https://www.adp.ca/en.aspx>. Proponents, please note that DNSSAB / NDHC is transitioning from Deluxe Canada, as its current payroll provider to ADP Canada this 2024 fiscal year.

NDHC rent revenues are calculated and managed using Arcori. Monthly revenues and changes in accounts receivable are input into the general ledger through a general journal entry.

Ontario Works benefits are processed using Ministry of Children, Community and Social Services (MCCSS) provided software or Social Assistance Management System (SAMS). Monthly expenditures are input into the general ledger through a general journal entry.

2.4 **Auditor Experience**

DNSSAB expects that the Proposal will identify the Proponent's individual and/or organizational experience and expertise. DNSSAB prefers a Proponent who:

- Invests in the development of staff.
- Has methods for undertaking audits of organizations that receive and disburse public funds on behalf of provincial and government organizations.
- Have an audit team with familiarity and knowledge of the funding and delivery of social services, housing services, child care services and land ambulance services in Ontario.
- Have an audit team with experience in auditing organizations similar to DNSSAB/NDHC with comprehensive details of those skills and experiences directly relevant to the audit of DNSSAB/NDHC.
- Has experience in performing value-for-money audits in the public sector.
- Has the availability of resources to ensure that deadlines are met.
- Has quality control/peer review programs within the firm.
- Has experience related to computerized audits and the availability of other specialized services that may be necessary for the audit.
- Has policies on notifications to clients of changes in key personnel and staff continuity on audits.
- Will notify DNSSAB of any relevant accounting standard changes.

2.5 **Mandatory Requirements**

The successful Proponent (Auditor) must:

- Have at least five (5) years of experience in carrying out financial statement audits of public sector organizations.
- Have at least three (3) years of experience in public sector organizations with revenues exceeding \$25,000,000.
- Ensure that any assigned audit staff member is not, nor has been, a member, director, officer or employee of DNSSAB, or any other corporation, organization or group affiliated with or related to DNSSAB and/or NDHC, in the previous two (2) years, and are not under contract to, or in negotiations to take on such a position, other than acting as Auditor to any of these organizations.
- Ensure that team members have not provided any significant non-audit accounting services (including but not limited to business or strategic consulting services; and/or information systems design) to the DNSSAB or NDHC in the previous two (2) years and are not under contract to, or in negotiations to do so.
- Be able to comply with applicable codes of professional ethics concerning auditor independence.

2.6 Solution Expectations & Deliverables

The audit services shall be in accordance with Canadian Generally Accepted Auditing Standards, and applicable acts. Services shall include the examination of the records and financial statements of the DNSSAB and NDHC. At a minimum, the audit strategy should include the following:

- Strategies and methods related to business risk, internal controls and systems used.
- An understanding of the critical issues faced by DNSSAB/NDHC and the implications of those issues for conducting the audit.
- Strategy and methodologies with preliminary audit plan, substantive audit procedures, tests of controls procedures and report deliverables.
- Examination of DNSSAB's/NDHC's financial statements and accompanying disclosures for 2024, 2025, 2026, and, subject to DNSSAB discretion, 2027 and 2028 fiscal years.

The Auditor must be able to conduct an audit in accordance with Canadian generally accepted audit standards wherein, the Auditor will form and express an opinion on the financial statements and accompanying disclosures through an Auditor's report. The Auditor will be responsible to meet any audit or reporting requirements dates as set out in the table below:

| Description of Events | Key Date |
|---|-----------------|
| DNSSAB / NDHC Fiscal Year End | December 31 |
| Completion of interim audit work, if applicable | Mid-December |
| Completion of DNSSAB year-end audit work | Mid-March |
| Completion of NDHC year-end audit work | Mid-April |
| Draft audited financial statements | Early-May |
| Finance and Administration Committee review of financial statements | Mid-May |
| Board meeting to approve financial statements | Mid-May |
| Release final audited financial statements | End of May |

The successful Proponent (Auditor) will further be expected to Prepare and/or Adhere to:

- Financial Statements in accordance with the Public Sector Accounting Board (PSAB) recommendations.
- Note, before release, drafts of the formal Financial Statements and all related notes are subject to DNSSAB's approval.
- An auditor's report and management letter, if applicable, having a format and content consistent with Canadian generally accepted auditing standards.
- A management letter that identifies areas of concern or weaknesses encountered in examining the DNSSAB's financial statements, recommendations for improvement, and management's response to any such concerns raised.
- Independent Auditor's Report on the Reaching Home Program Schedule of Monthly Expenses for Infrastructure Canada.
 - The format is provided by Infrastructure Canada and is completed by the DNSSAB.
 - The financial report presents expenditures included in the main statement of operations.
- A Review Engagement Report to support the annual Education Finance Information System (EFIS) submission for the Ministry of Education (EDU).
 - The format is provided by EDU and is completed by the DNSSAB.
 - The financial report presents expenditures included in the main statement of operations.
- Independent Auditor's Report on the Community Paramedicine Annual Reconciliation Report for the Ministry of Health and Ontario Health.
- Any additional Reports for other programs as required by service contracts.
 - Additional fees will be quoted prior to work commencing and will be in addition to fees quoted under this Bid.
 - The format and creation of any additional reports will be determined and completed by the DNSSAB.
- Attend and discuss Auditor's report and management letters with DNSSAB's Finance and Administration Committee and DNSSAB and NDHC's Board of Directors.

2.7 Role of DNSSAB

The staff at DNSSAB and NDHC will perform the following functions in relation to the annual audits:

The Director of Finance and Administration is responsible for the following:

- Drafting the financial statements;
- The preparation and presentation of financial reports to the Board of Directors and funders;
- Development and implementation of internal controls to enable the preparation of financial statements that are free from material misstatements; and
- General communication and coordination with the Auditors.

The Supervisor of Accounting is responsible for the following:

- Maintaining the financial records, including general ledger account maintenance;
- Provide leadership to front-line finance staff in the application of internal controls;
- Preparation of working papers, account reconciliations, and other supporting documents before and during audit fieldwork; and
- Assistance with the year-end audit process.

The role of the Finance and Administration Committee is as follows:

- The Finance and Administration Committee comprises twelve (12) members of the Board of Directors. The committee meets approximately five (5) times annually, using a hybrid in-person/virtual format.
- As part of their financial oversight responsibility, the board committee is responsible for the following:
 - reviewing the results of the audit process, including the financial statements in detail and recommending approval by the Board of Directors as a whole;
 - evaluating the performance of the Auditor, including recommending appointment or dismissal; and
 - communicating with the Auditor as appropriate.

PART 3 – EVALUATION OF PROPOSALS

3.1 The RFP timetable is set forth to establish submission and response timelines. The DNSSAB reserves the right to change the timetable at any time.

| ITEM | DATE | TIME |
|------------------------------|----------------|-----------|
| Issue Date | 05-July-2024 | 1:00 p.m. |
| Deadline for Questions | 19-July-2024 | 4:00 p.m. |
| Deadline for Issuing Addenda | 26-July-2024 | 4:00 p.m. |
| Closing Date | 02-August-2024 | 1:00 p.m. |

3.2 Bidding System Registration

DNSSAB will only consider Proposals received from Proponents who have registered with DNSSAB's electronic bidding system at <https://dnssab.bidsandtenders.ca> (the "Bidding System") and have obtained the RFP directly from the Bidding System.

All Proponents must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the Proponent to download the RFP, to receive addenda e-mail notifications, download addenda and to submit their Proposal electronically through the Bidding System.

3.3 RFP Contact and Proponents Questions

For the purposes of this procurement process, all communications in relation to this RFP must be made to the RFP contact through the Bidding System, unless specifically instructed within the RFP document.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of DNSSAB other than the RFP Contact. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Proposal.

Prior to the Deadline for Questions, Proponents may ask questions or seek additional information in relation to this RFP through the Bidding System using the "Submit a Question" link associated with this bid opportunity. DNSSAB will not accept Proponent's questions or requests for the information by any other means, except as specifically stated in this RFP.

3.4 Submission of Proposals

Proposals must be submitted electronically through the Bidding System. DNSSAB will not accept Proposals submitted by any other method.

Proposals will only be accepted if they are received by the Bidding System by no later than the Submission Deadline. The Submission Deadline will be determined by the Bidding System clock. The timing of the proposal submission is based on when the proposal is **received** by the Bidding System, regardless of when the Proponent began the submission process. Onus and responsibility rest solely with the proponent to ensure its Proposal is received by the Bidding System by no later than the Submission Deadline.

Proponents are advised that transmission of Proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time to upload their proposal submission and attachment(s), if applicable, and to resolve any issues that may arise. Proponents making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the Proponent advising that their Proposal was successfully received.

3.5 Acknowledgement of Addenda

It is the responsibility of the Proponent to have received all addenda to this RFP that have been issued by DNSSAB through the Bidding System. Proponents will be required to check a box for each addendum and any applicable attachments that have been issued before a Proponent can submit their proposal in the Bidding System. Proponents must check the Bidding System for any addenda up until the Submission Deadline.

If a Proposal is submitted before the addendum is issued, the Bidding System will automatically withdraw the Proposal and identify the status of the Proposal as incomplete (not accepted by DNSSAB). The withdrawn Proposal can be viewed by the Proponent in the "MY BIDS" section of the Bidding System. The Proponent is solely responsible for:

- a) reviewing the status of their Proposal
- b) making any required adjustments to their Proposal
- c) acknowledging the addendum; and
- d) ensuring the Proposal is re-submitted and received by the Bidding System by no later than the Submission Deadline.

DNSSAB will not be responsible for the withdrawal of a Proposal due to the Proponent's failure to acknowledge any addendum issued prior to the Submission Deadline.

3.6 Amendment of Proposals

If a Proponent wishes to amend an already submitted Proposal prior to the Submission Deadline, the Proponent may withdraw the submitted Proposal and submit a revised Proposal prior to the Submission Deadline through the Bidding System. The Proponent is solely responsible for ensuring that the revised Proposal is received by the Bidding System no later than the Submission Deadline.

3.7 Withdrawal of Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. Prior to the Submission Deadline, the Proponent may withdraw the submitted Proposal through the Bidding System. To withdraw a Proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Proponent. DNSSAB is under no obligation to return withdrawn Proposals.

3.8 Stages of Proposal Evaluation

The DNSSAB will evaluate Proposals and selection of the most qualified Proponent in the following three stages described in further detail below:

- (a) Stage 1 – Mandatory Requirements **(pass/fail)**
- (b) Stage 2 – Evaluation of Rated Criteria and Submission of Proposals **(65 points / 100 points) Note: Further breakdown of Stage 2 scoring in [Appendix C](#).**
- (b) Stage 3 – Evaluation of Pricing **(25 points / 100 points)**
- (c) Stage 4 – If deemed necessary by DNSSAB, Selection and Final Negotiation **(10 points / 100 points – for presentation if called)**

i) Stage 1 - Mandatory Requirements

Stage 1 will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration. Proposals satisfying the mandatory requirements will proceed to Stage 2.

Mandatory Requirements are entirely based on the submission of the Mandatory Submission Form(s), which are located in [Appendix B - Online Submission](#).

ii) Stage 2 – Evaluation of Rated Criteria and Submission of Proposals (Experience and Solution Expectations)

For Stage 2, each Proponent must complete and answer the questions set out in [Appendix B – Online Submission](#). Further detail of evaluation criteria and specific questions can be found in [Appendix C](#). The Proposal must be signed by an authorized representative of the Proponent.

iii) Stage 3 – Evaluation of Pricing

For Stage 3, each Proponent must complete the Pricing Form located in [Appendix B – Online Submission](#) and include it with their financial Proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian dollars, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Other Mandatory Requirements

Each Proposal must:

- a) Be in English
- b) Be for the entire Scope of Work as described in [Part 2](#) of this RFP. Incomplete Proposals or Proposals for only part of the Deliverables described in Part 2 will be disqualified.

Evaluation and Pricing

Stages 2 and 3 will consist of a scoring by DNSSAB of each qualified Proposal based on the rated criteria and the pricing in accordance with [Appendix B – Online Submission](#) and [Appendix C – Proposal Submission](#). DNSSAB intends to shortlist to up to three (3) Proponents for presentation to DNSSAB, however, should DNSSAB deem it to be in its best interest, it may expand or contract this number accordingly.

Reference Form

Each Proponent must complete the Reference Form ([Appendix B – Online Submission](#)) and include it with its submitted Proposal. Reference follow-up may be conducted with all shortlisted Proponents.

3.9 Stage 4 - Presentation to DNSSAB

Once the Proponents have been shortlisted, DNSSAB may arrange for a final 30 – 60 minute presentation of your solution to the Evaluation Committee. This presentation and subsequent question period will be the final stage of the Proponent's total evaluation score. This process is optional and at sole discretion of DNSSAB.

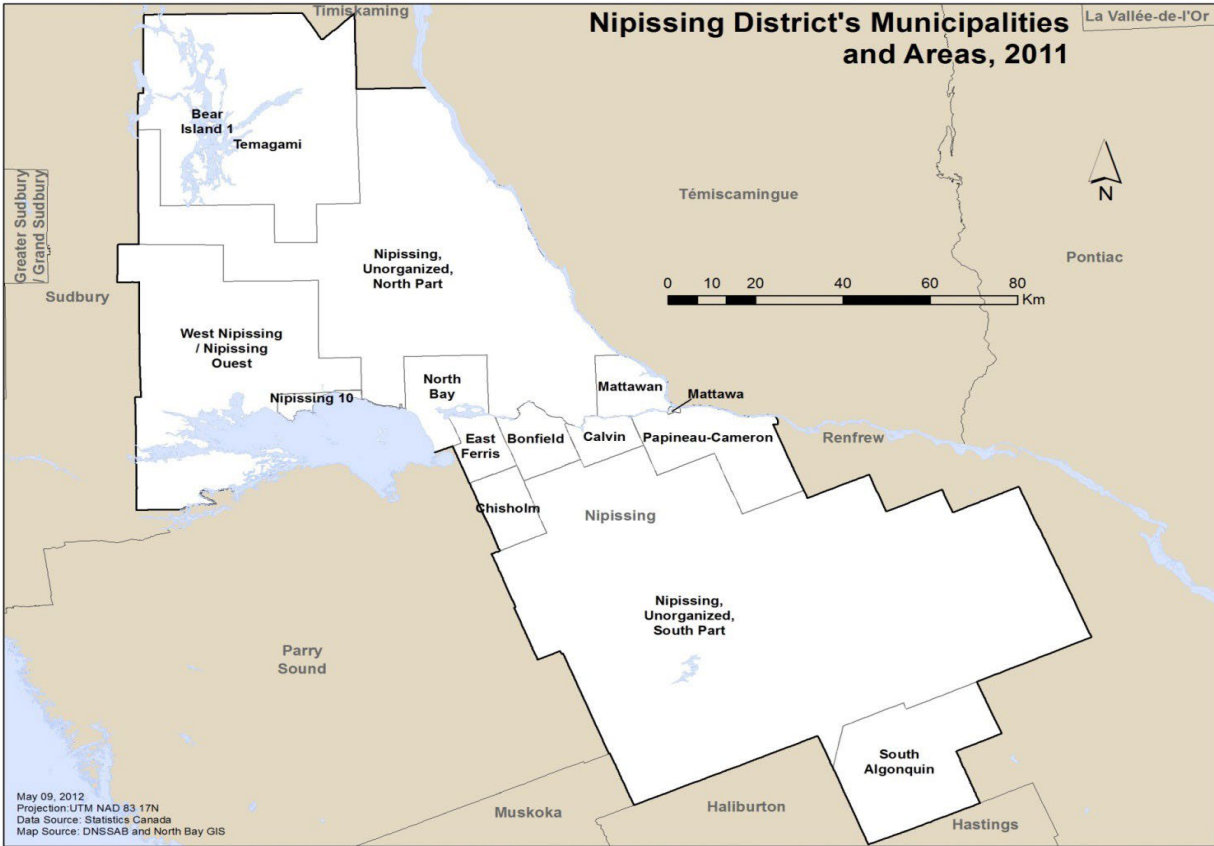
3.10 Selection and Final Negotiation

Once the Proposals have been evaluated as per Stages 1 through 3, and the final presentations have been completed, the top-ranked Proponent may be selected to enter into direct negotiations.

During the negotiation, DNSSAB may provide the top-ranked Proponent with any additional information and may seek further information and Proposal improvements. After the negotiation, the top-ranked Proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the DNSSAB.

END OF PART 3

APPENDIX A – MAP OF NIPISSING DISTRICT & MUNICIPALITIES / COMMUNITIES



APPENDIX B – ONLINE SUBMISSION

Appendix B outlines Steps 1 through 4 of the online submission process. DNSSAB will only consider Proposals received from Proponents who have registered with DNSSAB’s Bidding System at <https://dnssab.bidsandtenders.ca> and have obtained the RFP directly from the Bidding System. For more information see [Section 3.2 Bidding System Registration](#).

STEP 1: SCHEDULE OF PRICES

Provide a detailed breakdown of all costs associated with your Solution. Prices must be fully itemized and complete (no estimates). Prices must be in Canadian dollars. (Exclude HST). Prices submitted shall be considered firm for any Contract's length, including for any extension term(s). Please also include any other costs associated with fulfillment of this project.

STAFFING COSTS (Initial Term - Year 1)

| Price Item | Hourly Rate | Estimated Hours | | | | Office Use |
|------------------------------------|-------------|-----------------|-----------------|--------------|--------------------|--|
| | | Audit Planning | Audit Fieldwork | Audit Review | Audit Presentation | |
| Audit Partner | | | | | | Audit Partner Price= Hourly Rate * Estimated Hours |
| Review Partner | | | | | | Review Partner Price= Hourly Rate * Estimated Hours |
| Sector Specialist | | | | | | Sector Specialist Price= Hourly Rate * Estimated Hours |
| Audit Manager | | | | | | Audit Manager Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Initial Term - Year 1 Price | | | | | | |

STAFFING COSTS (Initial Term - Year 2)

| Price Item | Hourly Rate | Estimated Hours | | | | Office Use |
|------------------------------------|-------------|-----------------|-----------------|--------------|--------------------|--|
| | | Audit Planning | Audit Fieldwork | Audit Review | Audit Presentation | |
| Audit Partner | | | | | | Audit Partner Price= Hourly Rate * Estimated Hours |
| Review Partner | | | | | | Review Partner Price= Hourly Rate * Estimated Hours |
| Sector Specialist | | | | | | Sector Specialist Price= Hourly Rate * Estimated Hours |
| Audit Manager | | | | | | Audit Manager Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Initial Term - Year 2 Price | | | | | | |



STAFFING COSTS (Initial Term - Year 3)

| Price Item | Hourly Rate | Estimated Hours | | | | Office Use |
|------------------------------------|-------------|-----------------|-----------------|--------------|--------------------|--|
| | | Audit Planning | Audit Fieldwork | Audit Review | Audit Presentation | |
| Audit Partner | | | | | | Audit Partner Price= Hourly Rate * Estimated Hours |
| Review Partner | | | | | | Review Partner Price= Hourly Rate * Estimated Hours |
| Sector Specialist | | | | | | Sector Specialist Price= Hourly Rate * Estimated Hours |
| Audit Manager | | | | | | Audit Manager Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Initial Term - Year 3 Price | | | | | | |

STAFFING COSTS (Extension Term - Year 1)

| Price Item | Hourly Rate | Estimated Hours | | | | Office Use |
|--------------------------------------|-------------|-----------------|-----------------|--------------|--------------------|--|
| | | Audit Planning | Audit Fieldwork | Audit Review | Audit Presentation | |
| Audit Partner | | | | | | Audit Partner Price= Hourly Rate * Estimated Hours |
| Review Partner | | | | | | Review Partner Price= Hourly Rate * Estimated Hours |
| Sector Specialist | | | | | | Sector Specialist Price= Hourly Rate * Estimated Hours |
| Audit Manager | | | | | | Audit Manager Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Extension Term - Year 1 Price | | | | | | |

STAFFING COSTS (Extension Term - Year 2)

| Price Item | Hourly Rate | Estimated Hours | | | | Office Use |
|-------------------|-------------|-----------------|-----------------|--------------|--------------------|--|
| | | Audit Planning | Audit Fieldwork | Audit Review | Audit Presentation | |
| Audit Partner | | | | | | Audit Partner Price= Hourly Rate * Estimated Hours |
| Review Partner | | | | | | Review Partner Price= Hourly Rate * Estimated Hours |
| Sector Specialist | | | | | | Sector Specialist Price= Hourly Rate * Estimated Hours |
| Audit Manager | | | | | | Audit Manager Price= Hourly Rate * Estimated Hours |



| | | | | | | |
|--------------------------------------|--|--|--|--|--|--|
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Other: | | | | | | Other Price= Hourly Rate * Estimated Hours |
| Extension Term - Year 2 Price | | | | | | |

Programming Costs

| Price Item | Description | Unit Price | Quantity | Office Use |
|---|-------------|------------|----------|---------------------------------|
| Travel Costs | | | 1 | (Unit Price * 1) = Price |
| Supplies: | | | | (Unit Price * Quantity) = Price |
| Materials: | | | | (Unit Price * Quantity) = Price |
| Printing | | | | (Unit Price * Quantity) = Price |
| Other: | | | | (Unit Price * Quantity) = Price |
| Other: | | | | (Unit Price * Quantity) = Price |
| Other: | | | | (Unit Price * Quantity) = Price |
| Programming Cost (total of all Prices) | | | | |
| | | | | |

STEP 2: SPECIFICATIONS - MANDATORY REQUIREMENTS FORM 1 (DECLARATION)

The Bidder must provide a written statement concerning the Bidder's independence, considering and documenting whether any non-audit services performed by the firm for DNSSAB/NDHC or any related organization will prejudice the independence implicit in an audit engagement or be in conflict with any applicable code of professional ethics concerning auditor independence and either:

- Confirming that the audit firm is not economically dependent on the revenues derived from this audit; or
- Considering and documenting the effect on independence when the combined revenues from this audit and the audit of other related organizations or Provincial government agencies exceed fifteen percent (15%) of the gross fees of the audit firm.

The Bidder must disclose information where they think there may be a conflict of interest (or state that there is no conflict of interest), including:

- Information on the audit firm's partners, managers and members of their immediate family who are on the Board of the DNSSAB/NDHC or in a current or past senior management position with DNSSAB/NDHC or who receive services from the DNSSAB/NDHC. ("Immediate family" is defined as an individual's spouse and those dependent on the individual or the individual's spouse, whether related or not).
- Clients of the audit firm who engage in significant activity with the DNSSAB/NDHC.
- Clients or agents of the audit firm who are members of the Board or hold senior management positions with the DNSSAB/NDHC.
- Any other information that should be provided to the DNSSAB Finance and Administration Committee may influence considering the audit firm's Bid.

Where there are potential threats to the audit firm's independence, the Bidder should outline proposed safeguards and mitigating strategies in this form.

| | |
|--|--|
| Statement Concerning Independent and/or Conflict of Interest | |
| Declaration of a Joint Submission (if applicable, provide details or mark as NA) | |

STEP 2: SPECIFICATIONS - MANDATORY REQUIREMENTS FORM 2 (EXPERIENCE)

Proponents must verify the following qualifications. Lack of the required experience and failure to confirm it will result in disqualification, and your Proposal will not be further considered at the sole discretion of DNSSAB.

| YES | NO | I/WE can confirm that: |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Have at least five (5) years of experience in carrying out financial statement audits of public sector organizations. |
| <input type="checkbox"/> | <input type="checkbox"/> | Have at least three (3) years of experience in public sector organizations with revenues exceeding \$25,000,000. |
| <input type="checkbox"/> | <input type="checkbox"/> | Ensure that any assigned audit staff member is not, nor has been, a member, director, officer or employee of DNSSAB, or any other corporation, organization or group affiliated with or related to DNSSAB and/or NDHC, in the previous two (2) years, and are not under contract to, or in negotiations to take on such a position, other than acting as auditor to any of these organizations. |
| <input type="checkbox"/> | <input type="checkbox"/> | Ensure that team members have not provided any significant non-audit accounting services (including but not limited to business or strategic consulting services; and/or information systems design) to the DNSSAB or NDHC in the previous two (2) years and are not under contract to, or in negotiations to do so. |
| <input type="checkbox"/> | <input type="checkbox"/> | Be able to comply with applicable codes of professional ethics concerning auditor independence. |

STEP 2: SPECIFICATIONS - MANDATORY REQUIREMENTS FORM 3 (REGULATORY AND INSURANCE)

Proponents must submit the following document(s) in [Step 4: Documents](#). Failure to provide the required documentation will result in disqualification, and your Proposal will receive no further consideration at DNSSAB's sole discretion.

| YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have submitted a copy of a current Business License or Letters of Incorporation. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have submitted verification of Commercial General Liability Insurance coverage of at least \$5,000,000 per occurrence. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have verification of Errors and Omission/Professional Liability Insurance coverage of at least \$2,000,000 per occurrence. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have verification of current membership under the Chartered Accountants Act, 2010, S.O. 2010, c. 6, Sched. C for each team member |

- I/WE have verification that the Audit and Review Partner are currently listed as ACTIVE on the Directory of Public Accounting Licensees maintained by the Chartered Professional Accountants of Ontario.

STEP 2: SPECIFICATIONS - QUESTIONS FORM 1 (EXPERIENCE)

All Proponents must provide details about their Company and history of providing the same or similar Goods and/or Services. If you deem a question does not apply to you, you must explain or outline why it is so.

1. Please provide a brief history of your Company.

2. Please provide details of your Company's purpose and strategic plans.

3. Please outline your Company's organizational structure.

4. Please identify the project lead and each team member along with their role; ensure to submit brief biographies of each, which should include details on the level of experience and knowledge in relation to the Scope of Work.

5. Provide a description of three (3) examples of related experience to the Scope of Work that has been carried out within the last five (5) years.

6. Please outline your Company's risk management architecture, strategy and protocols; include any relevant documentation supporting your response.

7. Please confirm your Company's policies and procedures regarding protecting confidential information; ensure to include any relevant documentation supporting your response.

8. Please outline how your Company invests in staff development.

9. Please outline your Company's methods for undertaking audits of organizations that receive and disburse public funds on behalf of provincial and government organizations.

10. Please outline if your Company's audit team has familiarity and knowledge of funding and delivery of social services, housing services, child care services and land ambulance services in Ontario.

11. Please outline if your Company has the staff availability and resources to ensure that deadlines are met; include any relevant documentation supporting your response.

12. Please outline how your organization administers Quality Control procedures / processes when conducting external audits.

13. Please outline if your Company has experience related to computerized audits; if you have availability of other specialized services that may be necessary for the audit, please also identify.

STEP 2: SPECIFICATIONS - QUESTIONS FORM 2 (SOLUTION EXPECTATIONS)

All Proponents must provide a detailed response to the Scope of Work by fully answering each of the questions noted below. If you deem a question does not apply to you, you must explain or outline why it is so.

1. At a high level, please describe how your Solution will allow DNSSAB to meet its current and future needs.

2. Please confirm, with specific details, if your Solution employs strategies and methods related to business risk, internal controls and the system used.

3. Please confirm, with specific details, if your Solution understands the critical issues faced by DNSSAB and the implications of those issues for conducting the audit.

4. Please confirm, with specific details, if your Solution's audit strategy and methodology includes a preliminary audit plan, substantive audit procedures, tests of controls procedures and report deliverables.

5. Please outline your organizations policies on notifications to clients of changes in key personnel and staff continuity on audits.

6. Please confirm, with specific details, if your Solution's management letter will identify areas of concern or weaknesses encountered in the examination of the DNSSAB/NDHC's financial statements and includes recommendations for improvement and management's response to any such concerns raised.

7. Please confirm, with specific details, if your Solution includes your Company's ability to attend and discuss the auditor's report and management letters with DNSSAB's Finance and Administration Committee and DNSSAB and NDHC's Board of Directors.

8. Please confirm, with specific details, any value-add components of your Solution, creative opportunities for cost savings, or innovative goods and/or services within your Solution that would benefit DNSSAB; please feel free to incorporate visuals/screenshots of your solution.

STEP 3: REFERENCES AND SUBCONTRACTORS (REFERENCE FORM)

Please provide a minimum of three (3) unique references from companies (DNSSAB excluded) for whom you have supplied, installed, and/or supported with the same or similar scope and magnitude of work requested in this RFP within the past five (5) years.

I authorize the District of Nipissing Social Services Administration Board to contact the references provided, as well as, complete verification for required licenses and/or credentials.

| Line Item | Has the Referee been Informed? | Referee's Company | Referee's Full Name and Title | Referee's Email Address and Phone | Description and estimated value of goods and/or services provided | Date work commenced and ended (year) |
|-----------|--------------------------------|-------------------|-------------------------------|-----------------------------------|---|--------------------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

STEP 3: REFERENCES AND SUBCONTRACTORS (PARTICIPATING ENTITIES)

Participating Entity agreements made by the Proponent will not release the Proponent from any obligation to DNSSAB concerning the performance of its obligations under the Contract. DNSSAB will not be responsible for payment to the Proponent's Participating Entities if the Proponent defaults on its responsibilities. The Proponent is responsible for communicating this information to its Participating Entities.

If **yes** above, provide a list of all Participating Entities you will be using to undertake the work (add as many rows as necessary) and include their role and the amount, in dollars, allocated from your Proposal that will be expensed to the Participating Entity.

If **no** Participating Entities are associated with this Proposal, check the box to indicate OWN FORCES.



| Listing of Participating Entities | | | | |
|--|----------------|-------------|--------------------------|----------------|
| Type | Responsibility | Amount (\$) | Company Name and Address | Contact Person |
| <input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____ | | | | |
| <input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____ | | | | |

STEP 4: DOCUMENTS

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by DNSSAB. If the attached file(s) cannot be opened or viewed, your submission may be rejected.

Mandatory Submission:

Proponents are required to submit all five (5) documents listed under "Step 2: Specifications - Mandatory Requirements (Regulatory and Insurance)". Please ensure that you submit each of these mandatory documents, paying close attention to the exact title of each document.

Optional Submission:

Four (4) additional documents are optional for submission:

1. STEP 2: QUESTIONS FORM 1 (EXPERIENCE) - Question 6 Supporting Documentation
2. STEP 2: QUESTIONS FORM 1 (EXPERIENCE) - Question 7 Supporting Documentation
3. STEP 2: QUESTIONS FORM 1 (EXPERIENCE) - Question 11 Supporting Documentation
4. STEP 2: QUESTIONS FORM 2 (SOLUTION EXPECTATIONS) - Question 8 Supporting Documentation

APPENDIX C: PROPOSAL SUBMISSION - Evaluation of Rated Criteria (Experience and Solution Expectations)

Content of Submissions

The DNSSAB invites submissions from qualified organizations. Submissions below must include the answering of all questions in the 2 attached Forms, [STEP 2: QUESTIONS FORM 1 \(EXPERIENCE\)](#) and [STEP 2: QUESTIONS FORM 2 \(SOLUTION EXPECTATIONS\)](#). Forms must be completed via Bids & Tenders e-bidding process and each question will be evaluated as per:

| SCORING LEGEND | | |
|----------------|-------------|---|
| Score | | Definition |
| 3 | Exceeds | Provided a response that exceeded expectations. |
| 2 | Meets | Provided a response that met expectations. |
| 1 | Did Not | Provided a response that did not meet expectations. |
| 0 | No Response | Did not provide an appropriate response/or no response at all provided. |

Upon evaluation of each question, the TOTAL SCORE for each FORM will be weighted as such:

- **EXPERIENCE – 25% of total RFP score**
- **SOLUTION EXPECTATIONS – 40% of total RFP score**
- **This will represent a total of 65% of RFP score, with PRICE Submission accounting for 25% and an (optional) Presentation/Interview at 10% of total score.**

APPENDIX D – TERMS AND CONDITIONS

4.0 Definitions

In this RFP and any other documents, as determined by DNSSAB, forming part thereof, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless of such definitions applying to both the singular and plural forms of any such words and terms:

"Addenda" means documents made available by DNSSAB which amends or clarifies the RFP.

"Administration Cost" means any expenditure incurred by the Proponent in the course of its regular or ongoing operations that enable the Proponent to provide the Goods and/or Services, including salaries, wages and benefits for administrative staff and back-office functions (such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions); salaries, wages, and benefits for staff associated with planning, managing and evaluating services; legal and accounting fees; bank fees; postage fees; courier fees; telephone fees; internet fees; contracted expenses for service delivery (i.e., security costs, IT, equipment, training, Consultant, printing etc.); and lease or finance/interest costs attributed to administrative functions.

"After Hours" means the provision of Goods and/or Services after Business Hours which may not adhere to the Business Day and, therefore, might include Saturday-Sunday, statutory or civic holidays observed in the Province of Ontario or by the DNSSAB, in addition to services being offered Monday to Friday.

"AODA" means the Accessibility for Ontarians with Disability Act, 2005, SO 2005, Chapter 11, as may be amended from time to time and all regulations thereunder.

"Appendix" means supplementary informative documentation prepared by the Client and/or the submission forms necessary for a Proponent to submit as part of their Proposal submission.

"Board" means the governing board of directors for the District of Nipissing Social Services Administration Board.

"Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and by DNSSAB.

"Business Hours" means 8:30 a.m. to 4:30 p.m. on a Business Day.

"CAO" means the Chief Administrative Officer of the District of Nipissing Social Services Administration Board or designate.

"Closing Date" means the date and time noted in ss. 1.6 wherein the submission of a Proposal is due.

"Company" means any person, Entity, corporation, or business that has acquired copies of the RFP and therefore is interested and/or intends to submit a Proposal in response.

"Confidential Information" means information that may have economic value from not being generally known and/or is subject to efforts that are reasonable under the circumstances to maintain its secrecy; it may include information contained in formulas, patterns, compilations, programs, methods, techniques, processes, products, services, devices, mechanisms and any Personal Information.

"Conflict of Interest" includes situations wherein a Proponent (including members of their family) and/or any person associated with a Proposal:

- can personally benefit financially from their involvement;
- can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the selection of a Preferred/Successful Proponent;
- where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; and/or
- where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
- where Personnel of the District of Nipissing Social Service Administration Board and/or Nipissing District Housing Corporation (including board members and employees at or above the level of supervisor) can receive a personal and/or financial benefit and:
 - where the personal or business interests of a board member, officer or agent of the Board are in conflict with the interests of DNSSAB; or
 - where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a board member, officer or agent or a person related to any one of them as a result of a decision by the Board;
 - where the Board giving a direct or indirect gain, benefit, advantage or privilege to a board member, officer or agent or a person related to any one of them;
 - where a board member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from DNSSAB as a result of the person's position with the Board;
 - where DNSSAB, in offering housing accommodation or in setting rents or other occupancy charges, gives any advantage or privilege to Personnel who are tenants that are not available to tenants who are not Personnel.

"Contract" means the agreement, intended to be enforceable by law, negotiated between DNSSAB and the Consultant, which shall further refine the expectations, obligations, terms and conditions contemplated by this RFP and which has been mutually executed.

"District" means the area known as the District of Nipissing.

"DNSSAB" means District of Nipissing Social Services Administration Board and any other government agency or Board on behalf of which DNSSAB is acting, including the Nipissing District Housing Corporation. For this RFP, DNSSAB shall mean the Entity negotiating and awarding the Contract.

"Evaluation Committee" means the relevant representation from DNSSAB, as selected by DNSSAB, which may include third-party advisors that evaluate Proposals and recommend, to DNSSAB, a Preferred Proponent. The Evaluation Committee does not have the authority to bind DNSSAB.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, RSO 1990 C. F.11, as may be amended from time to time and all regulations thereunder.

"Goods" means any item of intellectual and/or tangible personal property proposed by the Proponent and may include:

- Deeds and instruments relating to or evidencing the title or right to such intellectual property, personal property and/or chattels and/or a right to recover or receive such property;
- Tickets or like evidence of the right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- Energy, however, generated;
- Vehicles or any other motorized form of transportation;
- Items of tangible personal property intended for installation as a fixture or for incorporation into the land, a building or structure, or ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer.

- Construction resources, plans, materials and/or equipment.
- Artistic creations, including design, schematics, literary, media, music, representation, photo, workshops, seminars, and/or drawings.
- Any documentation (materials, books, videos, articles) related to the installation, implementation, training, support, and maintenance of the item of procurement.
- Computer infrastructure (server or cloud-based), hardware and/or Software.

"Include," "includes," and "including" denote that the subsequent list is not exhaustive.

"May/should" denotes permissive (not mandatory).

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M.56, as may be amended from time to time and all regulations thereunder.

"Must/shall/will" denotes imperative (mandatory). Proposals not satisfying mandatory requirements will be non-compliant and may not be considered further at DNSSAB's sole discretion.

"Opposing Party" means a Proponent with an outstanding, unresolved claim or legal proceeding against DNSSAB or a Proponent against whom the DNSSAB has an outstanding, unresolved claim or legal proceeding.

"Participating Entity" includes any other entities other than the Proponent who is included in the Proposal as either an affiliate, associate, partner, Consultant, sub-consultant, contractor, sub-contractor, sub-processor, subsidiary, third-party service provider, distributor, dealer, and/or reseller necessary for the provision of the Proponent's Solution for the requested Scope of Work.

"Party" means DNSSAB and/or the Proponent, as the context may require.

"Personal Information" means any identifiable information about an individual that is therefore required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, health, or insurance information.

"Personnel" means board members, employees, partners, shareholders, directors, officers, agents, assigns, representatives, contractors, subcontractors, sub-service providers, consultants, sub-consultants, temporary agencies, volunteers or anyone for whom at law a Party is responsible for in connection with or in any way related to the delivery and/or performance of obligations under this RFP and/or Contract.

"PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as may be amended from time to time and all regulations thereunder.

"PIPEDA" means the Personal Information Protection and Electronic Documents Act (SC 2000, c. 5), as may be amended from time to time and all regulations thereunder.

"Preferred Proponent" means the Proponent (s) short-listed by the Evaluation Committee, who is then recommended to DNSSAB.

"Price" means the charges, fees, and/or quotes provided by the Proponent in its Proposal as the total acquisition costs for its Solution.

"Procurement Representative" means the representative of DNSSAB, designated by DNSSAB, who is the primary contact person regarding this RFP, particularly its procurement processes.

"Programming Cost" means payments, benefits and/or expenditures reasonably proposed by the Proponent to be necessary to achieve the Solution outlined in the Proposal.

"Proponent" means a legal entity, being a person, partnership, firm or corporation that has submitted a Proposal in response to this RFP. Proponent includes any entity affiliated or related to the Proponent (including any entity with the same directing mind as the Proponent) as solely determined by DNSSAB.

"Proposal" means the submitted information, documents and/or forms as requested by DNSSAB under s. 3, which are provided and/or completed by a Proponent as a response to DNSSAB's request for the Goods and/or Services specified in the Scope of Work.

"Qualified Proposal" means that the Proponent and/or their Proposal has not been disqualified.

"Responsible Proponent" means a Proponent who can fully perform the contract requirements and has the integrity and reliability to ensure the performance of the contractual obligations.

"RFP" means this solicitation document and includes any incorporated Appendices and Addenda issued by DNSSAB that describe the Goods and/or Services to be purchased by DNSSAB and the terms upon which the Goods and/or Services are to be purchased.

"Scope of Work" means the need, problem, and/or project to which DNSSAB seeks Goods and/or Services through this RFP, detailed in Part 2.

"Service" means the work and/or tasks to be taken by the Proponent to meet the expectations, requirements, milestones, targets and/or deliverables outlined in the Scope of Work, inclusive of any description, whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, goods, services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, construction, project, activity, support, and/or program required for the satisfactory completion of the Scope of Work and any terms and conditions associated with any ensuing Contract.

"Solution" means the proposed Good and/or Service which address DNSSAB requirements and expectations as outlined in the Scope of Work.

"Staffing Cost" means the proposed wages, mandatory employment-related costs (as required by law) or benefits (as required by a collective agreement or company policy) requested by the Proponent which have been reasonably proposed to be necessary to their Solution.

"Successful Proponent" means the Proponent selected by DNSSAB for contract negotiations.

"Consultant" means the Successful Proponent with an executed Contract for the Scope of Work.

"WSIA" means the Workplace Safety and Insurance Act, 1997, SO 1997, c.16, Sch. A, as may be amended from time to time and all regulations thereunder.

"WSIB" means Workplace Safety and Insurance Board.

4.1 General Information and Instructions

(A) Deemed Acceptance

- (1) By responding to this RFP, Proponents agree to accept all terms and conditions incorporated into this RFP into their Proposal and agree by any decision of DNSSAB, including the evaluation of Proponents qualifications as final. By submitting a Proposal, the Proponent also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with its RFP review and Proposal, preparation, and has read this RFP in its entirety, understands its content, and is submitting its Proposal freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

(B) Proponents to Follow Instructions

- (1) Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable part, section, subsection, or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The DNSSAB and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials, or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFP.
- (2) The DNSSAB and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions, or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the DNSSAB Procurement Representative on or before the Deadline for Questions. All questions submitted by Proponents by email to the DNSSAB Procurement Representative shall be deemed to be received once the email has entered into the Representative's email inbox. No such communications are to be directed to anyone other than the Procurement Representative. The DNSSAB is under no obligation to provide additional information, and DNSSAB shall not be responsible for any information provided by or obtained from any source other than the Proposal Contact.
- (2) It is the responsibility of the Proponent to seek clarification from the Proposal Contact on any matter it considers to be unclear. The DNSSAB shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

(1) This RFP may be amended only by an addendum in accordance with this subsection. If the DNSSAB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFP.

(2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the DNSSAB.

(C) Post-Deadline Addenda and Extension of Submission Deadline

(1) If any addendum is issued after the Deadline for Issuing Addenda, the DNSSAB may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

(1) When evaluating responses, DNSSAB may request further information from the Proponent or third parties in order to verify, clarify, or supplement the information provided in the Proponent's Proposal. The DNSSAB may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

(1) The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

(F) Proposal to Be Retained by the DNSSAB

(1) The DNSSAB will not return the Proposal, or any accompanying documentation submitted by a Proponent.

4.3 Debriefing

(A) Debriefing – Following Award

(1) Upon written request from any Proponent, the DNSSAB may provide a more detailed oral debriefing either by phone or in person, as required by the Proponent. The written request shall be submitted to the Procurement Representative no later than 15 calendar days after notification of award.

(2) The acceptance of the successful Proposal shall not be discussed during a debriefing.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

(1) A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP, or any agreement entered into pursuant to this RFP, without first obtaining the written permission of the Proposal Contact.

(B) No Lobbying

(1) A Proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

(C) Illegal or Unethical Conduct

(1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud, or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of the Board of Directors, employees, officers or other representatives of the DNSSAB; deceitfulness, submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(D) Past Performance or Inappropriate Conduct

(1) The DNSSAB may prohibit a Proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.

(2) Such inappropriate conduct shall include, but not be limited to the following:

- (a) All the conducts as described in Part 4 – Section 4.4;
- (b) The refusal of the Proponent to honour its pricing or other commitments made in its Proposal; or
- (c) Any other conduct, situation or circumstance determined by DNSSAB, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of DNSSAB

(1) All information provided by or obtained from the DNSSAB in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of DNSSAB and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the Proponent to any person, other than persons involved in the preparation of the Proponent's Proposal or the performance of any subsequent Contract, without prior written authorization from the DNSSAB; and
- (d) Shall be returned by the Proponents to the DNSSAB immediately upon the request of the DNSSAB.

(B) Confidential Information of Proponent

(1) A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the DNSSAB. The confidentiality of such information will be maintained by the DNSSAB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to the DNSSAB advisors retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the DNSSAB Contact.

4.6 Procurement Process Non-Binding

(A) No Contract and No Claims

(1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.

(2) For greater certainty and without limitation:

(a) Neither the Proponent nor the DNSSAB shall have the right to make any claims (in Contract, tort, equity or otherwise) against the other with respect to the award of a Contract, failure to award a Contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

(1) The RFP process is intended to identify the highest ranked Proponent for the purposes of entering into a Contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the DNSSAB by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

(1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or Contract award.

(D) Disqualification

- (1) DNSSAB may disqualify the Proponent or rescind a Contract subsequently entered into if the Proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading, or incomplete information.
- (2) Proponents may be excluded from eligibility to submit, or a submitted Proposal may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Proponent and/or Proposal, as per the context, fits the circumstances of one or more of the following disqualification items:
 - Proposal is one of two or more Proposals submitted by same Proponent, whether under the same or different names or as multiple options within the Proposal.
 - Proponent did not attend any mandatory site meetings (if applicable)
 - Proposal was submitted or received after the Closing Date
 - Proposal is submitted in any way other than electronically through an e-mail to dnssab.contracts@dnssab.ca.
 - Collusion with one or more other Companies and/or Proponents
 - The Proposal is submitted by a Proponent that has a Conflict of Interest
 - The Proposal was submitted by a Proponent that is not a Responsible Proponent
 - The Proposal was submitted by a Proponent that is an Opposing Party.
 - The Proposal is incomplete, conditional, illegible, obscure or limited in any way.
 - Proposal's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of DNSSAB adversely.
 - Proposal is executed by a person who does not have the authority to bind the Proponent's Company.
 - Proponent who has initiated communication with Personnel of DNSSAB other than the Procurement Representative, and/or the media.

- The Proposal contains a limitation or qualification on the DNSSAB's right to publicly disclose the Proponent's name and, if applicable, any Proposal's Price and/or Cumulative Score.
- Proponent's past performance or past conduct during a previous procurement process and/or Contract resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to DNSSAB.
- By responding to this RFP, Proponents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Proposal or Proponent will be final and binding.

4.7 Reserved Rights

The DNSSAB reserves the right to:

- a) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- b) Require Proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their Proposals.
- c) Not accept any or all Proposals.
- d) Not accept a Proposal from a Proponent who is involved in litigation, arbitration, or any other similar proceeding against DNSSAB.
- e) Reject any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- f) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- g) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all Proponents.
- h) Assess and reject a Proposal on the basis of
 - i. Information provided by references;
 - ii. The Proponent's past performance on previous Contracts;
 - iii. Information provided by a Proponent pursuant to the DNSSAB exercising its clarification rights under the Proposal Solicitation process;
 - iv. The Proponent's experience with performing the type and scope of work specified including the Proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
- i) Waive formalities and accept Proposals which substantially comply with the requirements of the Proposal Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a proposal.
- k) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.

- m) Make changes including substantial changes to the Proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- n) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the DNSSAB.
- o) Cancel a Proposal Solicitation process at any stage.
- p) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.

4.7 Governing Law and Interpretation

A. Governing Law

(1) The terms and conditions in this Part 4:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-Contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

END OF PART 4 AND RFP