

**The Corporation of the
Township of Southgate
185667 Grey Road 9
Dundalk, Ontario
N0C 1B0**



**Phone 1-519-923-2110
Toll Free 1-888-560-6607
Fax 1-519-923-9262
www.southgate.ca
info@southgate.ca**

Bid Response - Services

Service: External Audit Services

Name of Company

Address

Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Bid documents received at:

**Township of Southgate
185667 Grey Road 9,
Dundalk, Ontario N0C 1B0**

Township Contact/Project Liaison:
Email address:

**William Gott
wgott@southgate.ca**

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Services

Services Information

A sealed tender package, clearly marked "**RFP-FIN2022-002 External Audit Services**" must be addressed to the following:

Township of Southgate
185667 Grey Road 9,
Dundalk, Ontario N0C 1B0

And an electronic copy of the tender package should be emailed, with "**RFP-FIN2022-002 External Audit Services**" in the subject line to:

tenders@southgate.ca

Submission deadline is: July 27, 2022 at 2:00 pm.

Scope of Services Required

The intent of this bid is to seek consulting services to conduct the annual audits of The Township's financial statement for the period 2022 - 2026.

Contacts

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title:	William Gott, Treasurer
Phone:	519-923-2110 x220
Email Address:	wgott@southgate.ca

All questions and requests for interpretation or clarification are to be made in writing to William Gott and shall use the subject line:

"RFP-FIN2022-002 External Audit Services".

Bidder Notifications

We request that bidders interested in responding to this RFP inform the Township's contact above of their intentions to participate in the process. This will allow the Township of Southgate to inform as soon as possible of any addendum documents that may be issued, requests for information and /or clarification of any questions we receive. Otherwise it will be the respondent's responsibility to monitor the Township website for this information.

Proposal Opening

A virtual opening of the submissions shall commence just after 2:00 pm on July 27, 2022 unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened, using the following credentials:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/153910205>

You can also dial in using your phone.

Canada: +1 (647) 497-9391

Access Code: 153-910-205

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/153910205>

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: July 27, 2022
- ii. Commencement of Bid Evaluations: July 28, 2022
- iii. Recommendation to Council for Approval: August 17, 2022
- iv. Notification of Successful Contractor: August 17, 2022
- v. Commencement Date: October 3, 2022

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the service as work is completed.

General Conditions - Services

Extent

The Contractor shall be liable for all costs of doing the work including labour, equipment and all materials to complete the service work.

Contractor's Responsibility

Upon notification of acceptance of the contract and before the commencement of work, the contractor must provide the Township of Southgate with a Certificate of Insurance as per the following:

- (a) The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of Southgate from any and all claims which may arise from the Contractor's operations where bodily injury, death or property damage is caused, and shall, without restricting the generality of the foregoing, maintain insurance acceptable to Southgate, subject to limits of liability of not less than \$3 million inclusive.
- (b) All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumption of liability and his indemnity covenants under the contract.
- (c) All liability insurance policies shall be written in the names of the Contractor and the Corporation of the Township of Southgate and shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate a Certificate of Insurance in compliance with the above including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to Southgate. Such certificate shall clearly indicate the amount deductible/applicable, if any.
- (d) Certificate of such other insurance as the owner may from time to time deem necessary.
- (e) The Contractor shall maintain such insurance and pay such assessments as to protect both the contractor and the owner from claims under the Workers' Compensation Act.

Workers' Compensation

The Contractor shall submit a Clearance Certificate every 60 days during the active working period and at completion of contract.

Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- A. The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-law.
- B. Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Protection

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days notice to address the concerns or issues to successfully complete the project.

Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the services required to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Project Progress Meetings with Contractor

The successful bidder will be required to hold project progress meetings at least once every 30 days, or more frequently, if required by the Contractor or the Township's project management review team.

Proposals Must Include

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Expertise - An outline of qualifications and experience of the team members, including all sub-contractors to be assigned to complete any of the services. Indicate the names of all personnel, and experience that will be involved in the delivery of the service to the Township.
- c) Team Organization - The respective roles and responsibilities team members will take in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project.
- d) Experience - Brief description documenting at least three previous engagements with other similarly sized government entities to the Township that outlines projects of similar scope, cost, and magnitude completed in the past two years. This shall include client names, contact, and contact phone numbers. The Township may verify references as part of the proposal evaluation process.
- e) Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent to meet service schedules should delays occur.
- f) Cost Control - An outline of the approach proposed to effect cost control for the Township.

Evaluation and Selection - Services

Selection Process

Proposals will be assessed based on information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted using a consensus approach by an evaluation team comprised of staff members from the Township of Southgate and reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1st Phase of Scoring		
1.	Company Profile	5
2.	Experience	25
3.	Audit Approach & Schedule	30
4.	Value Added – Advisory Services	10
5.	References	5
2nd Phase of Scoring		
1.	Fees & Expenses	25
	Total	100

The evaluation team will score each proposal in the following manner:

1. All criteria outlined in Phase 1 will be scored **out of 10** for simplicity and consistency (irrespective of the actual score/weight of the particular criterion). Following the consensus session, the scores will be determined by multiplying the evaluated score (out of 10) x maximum score x 0.1 to get a final score.

2. For consistency the following describes the characteristics attributable to particular scores between 0-10.
 - a. 0 – Submission is unacceptable; demonstrates little understanding of requirements; criterion is absent from submission.
 - b. 1-4 – Submission is inadequate; misses key points.
 - c. 5-6 – Submission meets expectations; basic requirements.
 - d. 7-8 – Submission meets expectations; demonstrates understanding of the program requirements and how they will be met.
 - e. 9-10 – Submission exceeds expectations; clearly demonstrates an understanding of program requirements and how they will be met.
3. Phase 2 – The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (25). All higher fees proposed shall be awarded points, rounded to the closest full point, for the fee portion of the evaluation by the following formula:

$\text{Lowest Fee} \div \text{Proposed Fee} \times \text{Maximum Points for proposed Fee.}$

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the services proposal without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter further discussions.

The services required will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct references check on the Respondents, the results of which may affect the award decision.

Proposal Specifications/Requirements - Services

1. Scope of Services and Work Required

This Request for Proposal is a call for external audit services for the Township, its trust funds, and associated boards. The *Municipal Act, 2001* s. 296 allows for the appointment of external auditors for a term of five (5) years or less. Audit services and the term of this agreement will be binding for the period of five (5) years beginning October 3, 2022. Pricing will be firm on the first two years and estimated for the remaining three years. However, the contract will be reviewed on an annual basis and Council reserves the right to cancel the contract if dissatisfied in any way with the performance, the fees charged, or any other elements of the service provided.

2. Audit Process

- a. Audits shall include the examination of the records and financial statements of the Township, its funds, and boards to the degree necessary to express an audit opinion on the financial statements. This will also include the auditing and integration of the Public Library Board Financial Statements and the Trust Funds Financial Statements.
- b. The work will generally not include accounting, the preparation of schedules to the financial statements, or the annual Financial Information Return. If any other non-audit responsibilities and work are required, they will be discussed separately from the annual audit.
- c. Should the auditor identify any information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the Township's financial statements, the auditor shall immediately inform and fully discuss matters with the Treasurer. Also, the auditors shall, as far as possible, allow a reasonable time for the Township to investigate, analyze, report, and take corrective action so as to avoid the inclusion of such qualifications.
- d. Auditors shall attend such meetings as are called to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of Council and Boards concerning matters pertaining to the annual financial statements.

- e. Upon completion of the report on the audit of the annual statements, the auditor shall prepare and deliver to the Treasurer 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 Township. The auditor 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 CAO and Treasurer to discuss the comments, following which an official management letter will be submitted to Council.
- f. Additional services may be required from time to time. However, this type of work is not part of this proposal. The Township does not guarantee that the firm awarded this proposal will be asked to perform any services for the Township and its agencies beyond the audit services specifically requested in this proposal.

Contractor Health and Safety Agreement - Services

It is our objective at the Township of Southgate, to provide all persons within our workplace, the opportunity to work in a safe environment. It is the Municipality's Policy to totally eliminate all accidents through Health and Safety Standards. All Employees, Contractors, Subcontractors, Suppliers and any other Service Providers to our projects must co-operate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

The Township of Southgate believes the following ideals must be accepted and followed in order to ensure safety on our projects:

1. Any Contractor hired by Southgate must ensure that their employees have safety training and certificates equal or exceeding the requirements set forth in the current Occupational Health and Safety Act and current regulations.
2. The Contractor(s) on the project must work in conjunction with Southgate's appointed Health and Safety representatives. All Contractors must follow Health and Safety policies set forth by Southgate.
3. The Contractor must report and investigate all incidents, and near accidents to the Southgate's Public Works Manager, and Health and Safety representatives within 24 hours.
4. Health and Safety issues will always be given immediate attention by the Municipality, its representatives, contractors and subcontractors.
5. All applicable current and environmental legislation/regulation(s) are considered a minimum requirement;
6. All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to Southgate's Project/Site Supervisor or the Township of Southgate's Occupational Health and Safety Committee;

Failure to adhere to one of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion. All accidents will be investigated to determine the causes and corrective actions to prevent recurrence.

Disciplinary Action in the form of:

Step 1 – verbal warning

Step 2 – written warning

Step 3 – notification to the Ministry of Labour re: Health and Safety

Violations of the Legislation/regulation(s), and unsafe work practices.

Southgate takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

Note: A WSIB Certificate must be attached.

Contractor Approval:_____ **Phone Number:**_____

Required Bidder Documents Checklist - Services

Contractor Responsibilities	Municipal Required	Contractor Submitted
Documentation: <ul style="list-style-type: none"> ▪ WSIB Certificate of Clearance (equivalent private) ▪ Liability Insurance Certificates \$3,000,000 minimum ▪ Health and Safety Policy Statement and Operating Procedures ▪ WHMIS 2015 Training Completed (proof required by the successful bidder) ▪ MSDS Training for all controlled products to be on the work site ▪ Traffic Plan & Control Training 	<input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
General Requirements: <ul style="list-style-type: none"> • Comply with all Legislation, Regulations and Codes • Enforce compliance with Municipal issued safety violations • Preform regular safety inspections of project • Employ only qualified competent workers on project • Provide qualified competent on-site supervision • Provide copies of MOL reports, orders, charges related to the project within 24 hours of receipt • Provide accident reports for critical injuries related to this project to Municipality within 24 hours and all other accidents within 3 days 	<input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/> <input checked="checked" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Signature: _____

Dated: _____

Bidder Information Responses - Services

Statement of Qualifications:

Experience—Statement of Company' expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company

Contact

Phone #

Bid Form Pricing Submission - Services

Bid Proposal Pricing:

**Anticipated Audit Hours and Hourly Rates for the first contract year (2022)
(excluding HST):**

Staff	Hours	Rate	Fee (Hrs x Rate)
Partner		\$	\$
Manager		\$	\$
Seniors		\$	\$
Staff Support		\$	\$
Total 2022 Anticipated Fee			\$

Total Annual Fees by Financial Statement Audit:

Annual Audit of the Consolidated Financial Statements for the:	2022 (must equal the total anticipated fee calculated above.)	2023	2024	2025	2026
Township					
Public Library Board					
Trust Funds					
Total					

Other Optional Costs:

Description

Order Qty.

Unit Price

Hourly Rate

\$_____

_____	_____	\$ _____
_____	_____	\$ _____

Bidder Checklist and Submissions Requirements-Services

Proposal Submission Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals;
2. Complete the Contractor Health & Safety Agreement form;
3. Complete the Services Compliance Acknowledgements;
4. Complete the Required Bidder Documents Checklist forms;
5. Provide the Bidder Information Responses;
6. Complete the Bid Form Pricing Submission;
7. Complete the Bid Form Declaration; and
8. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Services Contacts & Compliance

The purpose of this document is to determine a contractor's ability and intention to comply with the Township of Southgate's contractor safety requirements.

Contractor Company Name: _____

Contractor Phone: _____

Cell phone: _____

Site Supervisor: _____

Company Health & Safety Rep: _____

Bid Form Declaration - Services

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ **OF** _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I **FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same service and is in all respects fair and without collusion or fraud.

3. I **FURTHER DECLARE** that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting party or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I **FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. I **FURTHER DECLARE** that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the service therein described or defined and do all the work and to provide the services of the requirement mentioned for the prices stated on the Bid Form Pricing Submission.

6. I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. I **FURTHER DECLARE** that this offer is to continue to be open to acceptance until the formal awarding is made to the successful Bidder for the said service OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I **FURTHER DECLARE** that the awarding of the service based on this Proposal by the Township shall be an acceptance of this Proposal.

9. I **FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)