



***TOWN OF THREE RIVERS***

***REQUEST FOR PROPOSALS***

***AUDIT SERVICES***

***November 15<sup>th</sup>, 2019***

## **I. OVERVIEW:**

The Town of Three Rivers (Town) is seeking submissions from individuals or firms to provide audit services to the municipality for a period of **three (3) years** following the execution of a suitable agreement.

Quotes shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "RFP – Audit Services –" c/o **Ashley Higginbotham, CPA, CA, Accountant; Town Hall 24 Queens Road, PO Box 546, Montague, PE, C0A 1R0**", and must be received by the Accountant before **2:00 pm local time on Thursday, December 5<sup>th</sup>, 2019**. It is the responsibility of the bidder to deliver the sealed bid to the Town Hall before the time indicated. Late submissions will **not** be accepted and will be returned to the Bidder unopened.

Any addenda will be posted on the Town website [www.threeriverspei.com](http://www.threeriverspei.com). Bidders are responsible for checking the website for submission/quote/tender notices, documents, and addenda. The Town is not responsible for ensuring bidders have obtained addenda.

**Two (2) copies of the submission document are required.** No fax, email or electronic submissions will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the submission would be appreciated either included in the envelope noted above or emailed following the closing date and time. It is the bidder's responsibility to ensure that their submission is received prior to the closing date and time noted above. **There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Request for Quotations, shall be done, upon approval by Town Council, as soon as practical after bid evaluations have been completed. Results of this Request for Quotations will be posted on the Town's awards webpage at the following address: [www.threeriverspei.com](http://www.threeriverspei.com).

This Request for Quotations (RFP) creates no obligation on the part of the Town to award the contract or to reimburse bidders for RFP preparation expenses. The Town reserves the right to accept or reject any and all quotes, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interests of the Town. The decision as to which submission best satisfies the needs of the Town rests solely with the Town and any decision is not open to appeal.

Submissions will not be evaluated if the Bidder's current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest. The Town specifically reserves the right to reject all submissions if none is satisfactory and, in that event, at its option, to call for additional quotations.

The Town's evaluation may include information provided by the bidder's references and may also consider the bidder's past performance on previous contracts with the Town or other institutions.

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A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that bidder for this RFP. Any bidder may withdraw or qualify his/her submission at any time up to the official closing time by re-submitting a new bid to the Town. The time and date of receipt will be marked thereon, and the new submission will be placed in the tender box. The new submission shall be marked on the sealed envelope by the Bidder as "Resubmission #" along with the name of the RFP and to the attention of the Accountant, as noted above in the RFP. Bids may be withdrawn at any time prior to opening upon written request from the bidder. Negligence on the part of the bidder in preparing his/her bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

The Town will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the Town's payment system.

The Town reserves the right to cancel any request for quotation at any time without recourse by any individual or firm.

All questions in respect of this RFP must be addressed, in writing, by email to the Town Accountant, **Ashley Higginbotham**, CPA, CA, ([ahigginbotham@threeriverspei.com](mailto:ahigginbotham@threeriverspei.com)). Questions must be received no less than three (3) business days before the closing date of this Request for Quotations.

**REQUEST FOR PROPOSAL TERMS:**

The Town has formulated the terms and procedures set out in this Request for Proposal (RFP) to ensure that it receives proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt, and evaluation of their proposals.

**NO OBLIGATION TO PROCEED:**

Though the Town fully intends to proceed through the procurement process, the Town is under no obligation to proceed to enter into a contract. The receipt by the Town of any information (including any submissions, ideas, or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town.

**CANCELLATION:**

The RFP may be cancelled in whole or in part without penalty, when, in the opinion of the Town:

- i. there has been a substantial change in the requirements after this RFP has been issued;
- ii. information has been received by the Town, after issuance of this RFP, that the Town feels substantially alters the specified procurement;

- iii. there was insufficient competition in order to provide the level of service, quality of goods, or pricing required, or;
- iv. the Town, in its sole discretion, decides that there is any other sufficient justification to cancel this RFP.

The Town may cancel this RFP, reject all proposals, or seek to acquire the services through a new RFP or by other means.

**TOWN'S DECISION-MAKING:**

The Town has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

**ENQUIRIES:**

The Town has endeavoured to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required to submitting a response to this RFP. Proponents are solely responsible for determining if they require more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. All enquiries related to this RFP are to be directed, in writing, by email, to the Town Accountant, Ashley Higginbotham, CPA, CA, ([ahigginbotham@threeriverspei.com](mailto:ahigginbotham@threeriverspei.com)). Information obtained from any other source is not official and should not be relied upon. The Town will not be responsible for any verbal statement, instruction, or representation. Enquiries and responses will be recorded and may be distributed to all Proponents at the Town's option by way of an addendum. Any enquiries regarding this RFP must be submitted at least three (3) working days prior to the closing date. Any enquiries submitted after this date may be left unanswered.

**ERRORS AND OMISSIONS:**

Any ambiguities, inconsistencies, uncertainties or other errors related to this document of which any proponent may become aware should be directed, in writing, to the Accountant, Ashley Higginbotham, CPA, CA, ([ahigginbotham@threeriverspei.com](mailto:ahigginbotham@threeriverspei.com)) If necessary, response to such items shall be made by way of an addendum, which will be posted, serially, on the tender page of the Town's website.

**ADDENDA, CORRECTIONS, OR EXTENSIONS:**

The Town reserves the right to modify the terms of this RFP by way of an addendum at any time prior to closing, at its sole discretion. It is the Proponents responsibility to check the Town's website for any addenda.

**ELIGIBILITY:**

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Town's opinion, give rise to a conflict in connection with this project.

**EVALUATION COMMITTEE:**

Evaluation of proposals will be by a committee formed by the Town.

### **EVALUATION AND SELECTION:**

Proposals will be evaluated against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The Town's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

By responding to this RFP, Proponents will be deemed to have accepted all the terms, conditions, and/or specifications herein and agreed that the decision of the Evaluation Team will be final and binding.

### **PROPOSAL CLARIFICATION:**

The Town reserves the right, upon reasonable notice, to interview, examine, and make inquiries of any proponent after the closing date, generally, and also for the purpose of clarifying or verifying any particular portion of the proposal submitted, which may, in the opinion of the Town, be unclear or require verification. All Proponents agree at their own expense to attend such interviews, and to fully co-operate with the Town on any such inquiry, and to provide, at the Proponent's own expense, any such clarification and/or verification as requested by the Town. Inquiries made of one or more proponents for the above purpose will not obligate the Town to clarify or seek further information from any or all other proponents.

### **DEBRIEFING:**

Unsuccessful Proponents may request a debriefing meeting with the Town.

### **SIGNED PROPOSALS:**

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and will bind the Proponent to statements made in response to this RFP (see APPENDIX B). All proponents who operate through an incorporated company should affix their corporate seal to the submission documents in addition to the authorized signature.

### **ALTERNATIVE SOLUTIONS:**

All proponents are required to submit a basic proposal which strictly conforms with all the Requirements in the RFP.

If alternative solutions are offered, which, in the Proponent's opinion are advantageous to the Town, economic or otherwise, please submit the information in the same format as a separate proposal. This alternative should clearly enumerate the advantages as well as any associated cost implications. Please indicate that it is an alternative to the initial submission and not a replacement by writing "Alternative Submission #" on the envelope as well as in the document itself.

### **CHANGES TO PROPOSAL WORDING:**

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town for purposes of clarification.

### **IRREVOCABILITY OF PROPOSALS:**

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this RFP. Any proponent may withdraw or qualify his/her proposal at any

time up to the official closing time by re-submitting a new proposal to the Town. The time and date of receipt will be marked thereon, and the new proposal will be placed in the tender box. The new proposal shall be marked on the sealed envelope by the Proponent as "Resubmission #" along with the name of the RFP and to the attention of the Accountant, as noted above in the RFP. Proposals may be withdrawn at any time prior to opening upon written request from the proponent. Negligence on the part of the proponent in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the tender opening.

Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, and the Town should decide to proceed, the Proponent will enter into a contract with the Town by either signing a contract document or accepting a Purchase Order issued by the Town.

#### **SUB-CONTRACTING:**

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this party must be specified in the proposal.
- b) Sub-contracting to any firm or individual who's current, or past corporate or other interests may, in the Town's opinion, give rise to a conflict in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Any sub-contracting of the service to any firm or individual after the award of a Contract must have prior written approval of the Town.

#### **ASSIGNMENT:**

This RFP and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another Town. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

#### **CONFIDENTIALITY:**

The successful proponent agrees not to release or, in any way, cause to release any confidential information of the Town unless an appropriate official of the Town has specifically approved them to do so in writing.

The Proponents agree to treat all information contained in this RFP as confidential, to use such information only for purposes of responding to this RFP, and not to disclose any such information, in whole or in part, to any other party without the express prior written consent of either party or pursuant to legal power, other than: a) to an agent who in the Town's reasonable opinion, is seeking information on behalf of the Proponent, b) to a party used by the Town to evaluate the Proponents creditworthiness. Each party agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, in any country where that party does business and to use such information internally and to communicate with the other party for the purposes of their

business relationship. Proponents agree to handle any personal information that it may gain access to through this RFP in accordance with the requirements of privacy laws, and in a manner consistent with the Town's published privacy policies, as amended from time to time.

**CONFLICT OF INTEREST:**

Any potential conflict of interest must be disclosed to the Town in writing. Any conflict of interest identified will be considered and evaluated by the Town. The Town has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the Town immediately in writing of that conflict or risk and take any steps that the Town reasonably requires to resolve the conflict or deal with the risk.

**FINAL AGREEMENT:**

This solicitation does not necessarily contain all terms and conditions necessary for conducting business with the Town.

**GRATUITIES:**

The Town may, by written notice to a proponent, cancel any contract if it is found by the Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

**INSURANCE AND WORKERS COMPENSATION:**

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the Town and the amount of coverage shall be not less than Two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the Town in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the Town harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than Two Million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town will be furnished. Such insurance shall have the Town as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Town.

The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured retention/deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the

required per claim limit. A company licensed to conduct business in the Province of Prince Edward Island shall underwrite the policy.

The undersigned is required to have in place adequate coverage under the Workers Compensation Board during term of the provision of all services to the Town. Proof of coverage may be requested at the commencement of any contract or the provision of any services to the Town.

**PERFORMANCE:**

The Town has the right to cancel any agreements resulting from this RFP based on performance, with the Town as the sole judge of that performance.

**VALIDITY OF PROPOSALS:**

All Proposals must remain valid and open for acceptance by the Town for a period of ninety (90) days after the closing date. This period may be extended if requested by the Town and agreed to by the Proponent in writing.

**BACKGROUND:**

The Town is a flourishing community of over 7,200 people located in King's County, Prince Edward Island. The Administration Offices are located at 24 Queens Road, PO Box 546, Montague, with a second administration office at 36 Kent Street in Georgetown.

The Town provides a range of municipal services including general government, fire protection, planning and development, water and sewer services, events and recreation services.

A Mayor and twelve Councillors govern the Town and the administration of the Town is under the direction of a Chief Administrative Officer.

**TERM:**

This RFP is for the selection of an individual or firm to provide audit services for a period of **three (3) years** commencing with the 2019/2020 audit with the possibility of extension of up to two fiscal years. The submission shall be in accordance with APPENDIX "B" attached to this document.

**BACKGROUND INFORMATION:**

The Town has numerous bank accounts and is currently sourcing an RFP for Corporate Financial Services. In January 2020 with the successful vendor, the bank accounts will be consolidated into a structure as follows:

1. Town of Three Rivers General Operating Account
2. Town of Three Rivers General Capital Fund Account
3. Montague Sewage and Water Collection and Treatment Corporation General Operating Account
4. Montague Waterfront Development Corporation General Operating Account
5. Garden of the Gulf Museum General Operating Account
6. Georgetown Volunteer Fire Department General Operating Account

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7. Georgetown Sewer Corporation General Operating Account
8. King's Playhouse General Operating Account
9. Cardigan Volunteer Fire Department Account
10. Cardigan Minor Ball Committee Account

The Town and all subsidiary entities use **Sage 50** as their general ledger software. The two water and sewer utilities use **Asyst** billing system for the sales cycle and integrate this data with Sage 50 on a regular basis.

**PROPONENT'S MINIMUM QUALIFICATIONS:**

Proponents shall demonstrate that they have the resources and capability to provide the materials and services as described herein:

- Assigned senior staff must hold a valid accounting designation and have previous experience in performing a municipal audit engagement.
- Completed a municipal audit of similar size and scope within the last three years.
- Demonstrate an understanding of legislation relevant to the local government environment.
- Have sufficient staffing, facilities, financial resources and expertise to address the scope of the audit services.
- Demonstrate a commitment to providing reasonable annual continuity of experienced and qualified personnel.

**EVALUATION COMMITTEE:**

An Evaluation Committee will evaluate each of the compliant Proposals received in accordance with the evaluation criteria as set out below and score the Proposals using a "consensus" approach, in relation to the criteria and points which are identified herein.

**EVALUATION CRITERIA:**

In recognition of the importance of the procedure by which a Proponent may be selected, the following criteria outlines the primary considerations to be used in the evaluation and consequent awarding of this contract (not in any particular order). Evaluation of Proposals will include but not be limited to the following:

- Understanding of engagement
- Municipal audit experience
- Audit firm personnel qualifications and experience
- Audit implementation
- Additional services
- References
- Audit fee

The weighting of criterion will be as follows:

<b>Criterion</b>	<b>Weight Factor</b>
<b>Fee Proposal</b>	35
<b>Municipal Audit Experience</b>	25
<b>Comprehensive Approach to Municipal Requirements</b>	15
<b>Proposal Clarity/Presentation</b>	10
<b>Qualifications/Experience</b>	10
<b>Municipal References and Ease of Transition</b>	5
<b>Total</b>	100

## **II. SUBMISSION INSTRUCTIONS**

### **CLOSING TIME AND DATE:**

Proposals must be received no later than **2:00 p.m. A.S.T on December 5<sup>th</sup>, 2019.**

Proposals should be returned in a sealed envelope marked: **“RFP – Audit Services”** at the following address:

The Town of Three Rivers  
24 Queens Road, PO Box 546  
Montague, PE  
COA 1R0  
Attention: Ashley Higginbotham, CPA, CA, Accountant

**N.B. Any proposal received after this deadline will be rejected.**

### **KEY DATES:**

Three Rivers will conduct the RFP process according to the following dates. These dates are tentative and subject to change.

<b>Task</b>	<b>Target Date</b>
<b>Issue RFP</b>	November 15 <sup>th</sup> , 2019
<b>RFP closed</b>	December 5 <sup>th</sup> , 2019
<b>Evaluation of proposals</b>	December 2019
<b>Proponent interviews (if required)</b>	January 2020
<b>Selection of preferred Proponent</b>	January 2020
<b>Council approval and award of contract</b>	January 2020

### **GENERAL CONTENT REQUIREMENTS:**

Your Proposal must:

- Contain signed copies of any and all addenda that have been issued
- Include a signed Annual Fees submission, APPENDIX “A”
- Include a signed Statement of Acceptance, attached as APPENDIX “B”
- Complete the Key Personnel and Hourly Rates attached as APPENDIX “C”
- Complete the Reference Requirement in APPENDIX “D”
- Be signed
- Be submitted in a sealed package or envelope clearly marked “RFP - Audit Services”

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### **PROGRAM COSTS:**

The Proponent shall provide a firm quotation on APPENDIX "A" for the fees to be charged for the fiscal years 2019/20, 2020/21 and 2021/22. Fees should be broken out in the following categories:

- 1) Preparation of Working Papers
- 2) Financial Statement Preparation
- 3) Audit of Financial Information
- 4) Preparation of Municipal Finance Information Return

All fees should be quoted including HST. Include a proposed schedule of billing dates.

Fee schedules should show the estimate of hours broken down by category of staff assigned to the audit. One-time fees should be identified separately. Out of pocket expenses should be clearly stated to be part of the estimated fee or should be estimated separately.

Additionally, an indication of how fees for special services would be determined should these be required.

### **CORPORATE PROFILE:**

Please include a brief profile of your firm indicating the scope of its practice, the range of activities performed by the firm such as auditing, tax service, accounting or management services. Clearly identify the Proponent's principle contact person for this RFP, with phone number and email address. State the home office address as well as the address and phone number of any local office that will manage or assist in managing audit services.

### **QUALIFICATIONS AND EXPERIENCE:**

Please list current and past public sector audit clients and indicate the number of years you or your firm has been the auditor for each client. Describe your familiarity and experience with PSAB accounting auditing standards.

### **STATEMENT OF ACCEPTANCE**

Please complete and sign the Statement of Acceptance in APPENDIX "B".

### **AUDIT STAFFING**

Provide the names and brief resumes of the partner(s), senior manager(s) and other key staff on APPENDIX "C" who would be assigned to this audit.

### **REFERENCES:**

The Proponent is to provide a minimum of three (3) municipal references that can be contacted, where programs of a similar scope/magnitude are in progress or have been completed within the last five (5) years.

### **AUDIT IMPLEMENTATION:**

Proposals must clearly show the firm's understanding of the work to be performed, audit approach and commitment to perform the work within the time period specified in the annual. This would include the approach to be used to gain an understanding of the Municipality's structure and systems as well as a proposed schedule and any specific techniques or processes to be used for the interim audit and year end audit.

### **OTHER SERVICES:**

Provide a description of the methodology to be used for keeping the Municipality abreast of any changes in accounting principles or legislation that would impact the annual financial statements. Also, describe any non-auditing professional services provided to other local government clients and innovative products offered by your firm as well as any specific pricing structure for such services.

### **AUDIT:**

The Audit shall include the examination of the records and financial statements of the Municipality to the degree necessary to express an audit opinion on such statements.

### **FINANCIAL STATEMENTS:**

As part of the year end audit, the Auditor will be expected to present the final Audited Consolidated Financial Statements to Council and review the completed Financial Information Return.

Proponents are asked to provide an estimate for the preparation of the FIR, this will be considered an additional service and is not necessarily going to be awarded.

### **CONSOLIDATED ENTITIES:**

The consolidated financial statements are comprised of:

1. Town of Three Rivers
2. Montague Sewer and Water Collection and Treatment Corporation
3. Montague Waterfront Development Corporation
4. Garden of the Gulf Museum
5. Georgetown Volunteer Fire Department
6. Georgetown Sewer Corporation
7. King's Playhouse
8. Cardigan Volunteer Fire Department
9. Cardigan Minor Ball Committee

### **ANNUAL SCHEDULE:**

In each year, and prior to the commencement of any audit work, the Auditor shall meet with the Accountant to discuss and agree upon:

- The schedule for the completion of the audit; and

- A list of the necessary schedules, working papers, analysis and other information to be provided by the Municipality.

The Auditor shall keep account of actual time spent on each major audit task and submit to the Accountant, if requested, upon completion of the audit, a schedule comparing the actual audit time spent with the time budgeted. The Auditor will also provide reasons for all significant variances. The cost of the accounting of audit time shall be considered to be included in the fees quoted under this RFP.

**QUALIFIED STATEMENTS:**

The Auditor shall immediately upon the discovery of information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the Municipality's audited financial statements, inform and fully discuss such matters with the Accountant. Furthermore, the Auditor shall as far as possible allow a reasonable period of time for the Accountant to investigate, analyze, report and take corrective action so as to avoid the inclusion of such qualification.

**MEETINGS AND SUBSEQUENT ASSISTANCE:**

The Auditor shall attend a meeting with Council, where they will discuss their work and present the draft audited financial statements. The Auditor shall attend a public Council meeting to present the annual Report of the Auditor. The cost of said meeting times shall be considered to be included in the fees quoted under this RFP. These meetings shall occur at times that comply with the Municipal Government Act of PEI.

**AUDIT MANAGEMENT LETTER:**

The Auditor shall prepare a draft Audit Management Letter conveying any concerns relative to the internal accounting, operating controls and/or other matters of material importance with respect to the operations of the Municipality. The Auditor shall also provide recommendations as to such corrective measures as may be required and be prepared to provide assistance regarding implementation if required to do so. The Auditor will meet with the Accountant to discuss the concerns before a final Audit Management Letter is prepared for Council.

### **III. CONTRACT WITH SUCCESSFUL PROPONENT**

#### **CONTRACT TERMS AND CONDITIONS:**

The Contract with the Successful Proponent will contain the following Contract Terms and Conditions. Proponents taking exception to these terms and conditions or intending to propose additional or alternative language must:

- Identify the specific terms and conditions to which they take exception or seek to amend or replace; and
- Include any additional or different language with their Proposal.

Failure to both identify with specificity those terms and conditions the Proponent takes exception to or seeks to amend or replace as well as to provide Proponent's additional or alternate Contract terms may result in rejection of the Proposal. While the Municipality may accept additional or alternate language if so, provided with the Proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.

#### **CONTRACT TERM:**

It is expected that the term of the Contract shall be for a period of three (3) years commencing with services in 2020 and will cover the fiscal years 2019/20 to 2021/22.

Should the Municipality exercise the right to extend this Contract for a further period up to two (2) years maximum without going to the marketplace, the Successful Proponent and the Municipality shall enter into negotiations during the final six (6) months of the contract, to determine the new rates for services listed in this RFP. Only upon satisfactory negotiations of both parties shall the Contract be extended. All rates negotiated for each contract extension shall remain firm for the entire extension period.

#### **PROCEDURES:**

The Successful Proponent shall not comply with requests and/or orders issued by any individual other than the Accountant or her authorized representative(s) acting within their authority for the Municipality. Any change to the Contract must be approved in writing by the Accountant and the Successful Proponent.

#### **WCB CLEARANCE:**

The Proponent certifies that it is in full compliance with the Workplace Compensation Act of Prince Edward Island.

#### **INDEMNIFICATION:**

The Successful Proponent must agree to keep the Municipality indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Successful Proponent or its employees who shall be and remain at all times and for all purposes, the servants or employees of the Successful Proponent, save and except to the extent that

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such claims, actions or demands arise from or relate to the negligence, wrongful act or omission of the Municipality, or any of its officers or employees.

**TERMINATION:**

The Municipality reserves the right, without prejudice, to cancel the remaining years of the Contract, by providing thirty (30) days' notice in writing if dissatisfied in any way with performance, or any other elements of the service provided.

**CONTRACTUAL DISPUTES:**

In the event of a dispute between the Municipality and the Successful Proponent, both parties agree to appoint representatives, who in good faith, will use their best efforts to resolve the dispute.

Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required being understood that neither party will jeopardize any claim that they may have.

**SEVERABILITY:**

In the event that any provision shall be judged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**NON-EXCLUSIVE:**

Any Contract awarded as a result of the RFP will be non-exclusive. The Municipality may, at its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

**CANCELLATION:**

Any contract termination by the Auditor will require sixty (60) days notice to the Municipality unless otherwise noted and agreed to by the Municipality.

**LAWS OF PRINCE EDWARD ISLAND:**

This RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

**APPENDIX "A"**  
**ANNUAL FEE SUBMISSION**

<u>FISCAL YEAR</u>	<u>FEE</u>
2019/20	_____
2020/21	_____
2021/22	_____

(Signed): \_\_\_\_\_  
On behalf of the firm

Dated: \_\_\_\_\_, 2019

## APPENDIX "B"

### STATEMENT OF ACCEPTANCE

*I/We certify that the information provided in this RFP Response Document is true and complete.*

*I/We declare that no employee of the Town of Three Rivers is or will become interested, directly or indirectly as a contracting party or otherwise 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 therein or in any of the monies derived there from.*

*I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the partnering municipality's representatives, relative to this Proposal.*

*I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate on behalf of the Proponent.*

Legal Company Name:	
<b>Respondent's Signature:</b>	
Respondent's Printed Name:	
Respondent's Title:	
Email:	
Business Phone:	
Business Fax:	

## APPENDIX "C"

### KEY PERSONNEL AND HOURLY RATE

Please provide the name of those individuals who will be dealing directly with the Town.

Name of Partner/Principal: \_\_\_\_\_

2020 Hourly rate: \_\_\_\_\_

Name of Senior Manager/Manager: \_\_\_\_\_

2020 Hourly rate: \_\_\_\_\_

Name of Senior Accountant/Staff Accountant: \_\_\_\_\_

2020 Hourly rate: \_\_\_\_\_

Name of Other Individuals: \_\_\_\_\_

2020 Hourly rate: \_\_\_\_\_

**APPENDIX "D"**  
**REFERENCES**

Please provide the name of three (3) references who have direct working experience with each of the audit staff listed in Appendix "C".

**Name of Reference** \_\_\_\_\_

**Contact information** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Reference** \_\_\_\_\_

**Contact information** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Reference** \_\_\_\_\_

**Contact information** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_