



# TOWN OF PLACENTIA

**REQUEST FOR PROPOSALS**

**# RFP-F-083024**

**FOR**

**AUDITING SERVICES**

**Release Date: August 19, 2024**

**Closing Time: 2:00 P.M. Local Time  
(Deadline for Submissions 2:00 PM Local Time)**

**Closing Date: August 30, 2024**

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# **PART I – STANDARD TERMS AND CONDITIONS**

## **SECTION 1 - PURPOSE AND CONTENT**

- 1.1 The **Town of Placentia** (herein referred to as “**the Town**”) invites qualified suppliers to submit proposals for Auditing Services in accordance with the terms of this proposal call.
- 1.2 The proposal document consists of:
- |          |                               |
|----------|-------------------------------|
| Part I   | Standard Terms and Conditions |
| Part II  | Special Terms and Conditions  |
| Part III | Proposal Submission Form      |

## **SECTION 2 - INSTRUCTIONS TO BIDDERS**

- 2.1 Proposals shall be delivered to the Town of Placentia as described herein. RFPs delivered after the deadline for submissions will be returned unopened. **Faxed or emailed proposals will not be accepted.** Only mailed/couriered or hand delivered proposals will be accepted and must be delivered in a sealed envelope/package clearly marked on the outside as to its contents (RFP # and Name) and vendor name, to the Chief Administrative Officer up to closing of the RFP, 2:00:00 pm Friday, August 30, 2024. All proposals are to be submitted by the proponent via either method listed above and addressed to the following:

**Gerry Hynes  
Chief Administrative Officer  
Town of Placentia  
P.O. Box 99  
Placentia, NL  
A0B 2Y0**

- 2.2 Two (2) copies of your proposal should be submitted in a sealed envelope.
- 2.3 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or changes to proposals will be accepted after the closing date and time.
- 2.4 Proposals shall be irrevocable for ninety (90) days following close of bidding and shall be retained by the Town.

- 2.5 Proposals shall be originally and irrevocably signed by an authorized representative of the bidder when submitted. Upon award (if any), the successful bidder will be required to supply proof satisfactory to the Town of appropriate authorization to bind the bidder.
- 2.6 Questions regarding this Request For Proposals may be submitted in writing (email or hand delivered to Town Hall) up to forty eight (48) hours prior to the closing time and date.
- 2.7 For questions relating to the RFP process: Gerry Hynes, CAO  
cao@placentia.ca.
- 2.8 For technical questions relating specifically to the Town's financial process: Mary Greene, Manager of Finance mgreene@placentia.ca.
- 2.9 Should a question be considered relevant to all bidders; the Town will provide both the question and the written answer to all known bidders.
- 2.10 No other representative of the Town is to be contacted regarding this Request for Proposals. The Town accepts no responsibility for, and the bidder agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the Town.
- 2.11 In the event the bidder cannot comply with any term, condition, or requirement of this Request for Proposals, such non-compliance must be clearly noted on the bidders' letterhead, be signed and submitted with the proposal. Bidders are cautioned that such non-compliance may result in disqualification of the bidder's proposal. No allowance will be made for un-noted non-compliance of any kind by the bidder.
- 2.12 Bidders are cautioned that proposals will be solely evaluated upon predetermined evaluation criteria and no linkage of offers to donations, scholarships or similar arrangements will be considered.
- 2.13 The laws of the Province of Newfoundland and Labrador shall apply to this Request for Proposals. The Courts of Newfoundland and Labrador shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposals.
- 2.14 The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to an agreement or in respect of the competitive process, and the proponent,

by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

### **SECTION 3 - EVALUATIONS AND AWARD**

- 3.1 The Town intends to award a contract to the bidder whose proposal offers the best value to the Town. However, the Town of Placentia is under no obligation to award any contract in whole or in part and the Town reserves the right in its sole discretion to cancel this Request for Proposal process at any time before or after closing without providing reasons for such cancellation.
- 3.2 All proposals will be evaluated upon the following criteria set out in Part II, Section 4.
- 3.3 All proposals will be evaluated by staff of the Town of Placentia. The evaluation process will be uniformly applied to all proposals as outlined in Part II of this document.
- 3.4 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.
- 3.5 In order to obtain the most advantageous offer for the Town, the Town reserves the right in its sole discretion:
  - a) to waive irregularities and / or minor non-compliance by any bidder with the requirements of this Request for Proposals;
  - b) to request clarification and / or further information from one or more bidders after closing without becoming obligated to offer the same opportunity to all bidders;

Bidders are advised however to submit a complete offer as their bid. Any waiver, clarification or negotiation will not be considered as an opportunity for bidders to correct errors in their bids.

- 3.6 The Town shall not be responsible for any expenses or charges incurred by a bidder in preparing or submitting a proposal nor in providing any additional information considered necessary by the Town for evaluation of proposals.
- 3.7 The Town reserves the right in its sole discretion to amend this Request For Proposals at any time prior to close of bidding and bidders are cautioned to ensure they have received all addenda (if any) prior to submitting a bid. Should the Town issue any changes to this Request for Proposals, the

Town will endeavor to notify all bidders to whom the Request for Proposals has been issued.

#### **SECTION 4 AWARD CONTRACT**

- 4.1 The contract to the successful bidder (if any) shall include the terms of this REQUEST FOR PROPOSALS together with those terms of the bidder's proposal which are not inconsistent with the Town's documents and which have been specifically accepted by the Town.
- 4.2 The successful bidder (if any) may not assign or subcontract any of the awarded contract without the prior written consent of the Town.
- 4.3 The successful bidder (if any) shall indemnify the Town, its Municipal Council, employees, servants and/or agents from all damage, losses, costs, claims, demands, actions, suits, or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful bidder (if any), its employees, agents and/or servants in the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.
- 4.4 The Town and the successful bidder (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or services and no employer - employee, partnership nor agency relationship is intended or created by their agreement.
- 4.5 In addition to any rights of termination at law or in equity, the Town shall have the right to terminate any contract formed with the successful bidder (if any) upon written notice to the successful bidder.

## **PART II – SPECIFIC TERMS AND CONDITIONS**

### **SECTION 1- GENERAL INFORMATION & HISTORY**

- 1.1 The objective of this call for proposals is to select an accounting firm to provide auditing services for the Town.
- 1.2 The Town provides municipal services to approximately 3,300 residents of Placentia and has approximately 18 full time employees.
- 1.3 **Term of Contract**

The term of contract will be a 4 year period, fiscal year ending December 31 for 2024, 2025, 2026 and 2027.

### **SECTION 2 – SCOPE OF SERVICES**

- 2.1 The Auditor will be required to examine the financial records, systems and controls of the Town of Placentia including all operating, capital and special accounts including review of the records of the Regatta Committee which is an arm of council, to be completed in accordance with the Canadian generally accepted auditing standards and then to provide written audit reports with an audit opinion on the consolidated financial statements as prepared by the Auditor. The audit must be completed in the time frame stipulated in the Municipalities Act, which is June 1<sup>st</sup> of any given year and presented by the Auditor to the Finance Committee. *Note: this date is subject to change as dictated by the Municipalities Act.*
- 2.2 The Town requires to be advised of any weaknesses in internal control noted during the audit or other area of concern, prior to the issue of the Management Letter. The Auditor shall provide appropriate beneficial suggestions to improve areas of concern.
- 2.3 The Auditor will ensure all new or changed reporting requirements and auditing standards are communicated to the Town, in writing, to ensure that financial statements and notes prepared by management are in compliance with current reporting requirements and auditing standards. The Auditor will also provide an audited financial statement of the Gas Tax Funding received from the province.

- 2.4 The Auditor will respond to and discuss with the Town's staff accounting, auditing, tax and other issues arising throughout the year. Inquiries, if any, are infrequent, usually brief and specific in nature, and may require a written confirmation. It is expected that such inquiries would be included in the fee schedule provided and would not incur additional billing or that the Town's staff would be advised on any additional charges prior to services being provided.
- 2.5 Town staff will be responsible for the year-end close. Town staff will assist the Auditor by preparing a full set of working papers, schedules, a trial balance and supporting documentation on a timely basis.

### **SECTION 3 – BIDDER QUALIFICATIONS**

- 3.1 At least one of the following qualifications is required for the successful bidder (if any):
- Audit Leader must be a member of the Institute of Chartered Professional Accountants of NL.

### **SECTION 4 - SELECTION CRITERIA AND PROCESSES**

#### **4.1 Evaluation Process**

The evaluation process will be uniformly applied to all proposals. The evaluation and process will be as follows:

Proposals will be examined to ensure the requirements as set out in this Request for Proposal have been met.

- 4.2 Proponents must meet the following mandatory requirements to be considered for further evaluation:
1. Proposal completed and signed by a person authorized to bind the Proponent to statements made in the submission;
  2. Two (2) copies of the duly signed Proposal submitted; and



3. Proposal must be received no later than the specified closing date and time.
- 4.3 Proposals that comply with the mandatory requirements will be evaluated on the basis of the following criteria:
1. Understanding of Engagement;
  2. Municipal Audits Experience;
  3. Audit Firm Personnel Qualification and Experience;
  4. Audit Implementation;
  5. Additional Services;
  6. References; and
  7. Audit Fee

4.3 **Presentations**

A selection committee will review and evaluate the proposals. After short listing, a maximum of three bidders may be invited to present their proposal for the purpose of providing clarification and answers to questions posed by the selection committee, at a time and location to be determined at the discretion of the Town.

**PART III – PROPOSAL SUBMISSION FORM**

Please forward your bid to the attention:

**Gerry Hynes  
Chief Administrative Officer  
Town of Placentia  
P.O. Box 99; 17 – 25 Patterson Drive  
Placentia, NL  
A0B 2Y0**

We, the undersigned, having carefully examined the proposal documents, do hereby offer to enter into contract with the Town of Placentia for the provision of Auditing Services, and agree to the conditions outlined in said document at the pricing proposed herein.

Offer shall be valid for acceptance for 90 days from the opening date.

Prices will be firm for the term of the contract (4 years): Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, state pricing policy:

\_\_\_\_\_  
\_\_\_\_\_

I/We certify that I/we have authority to bind the \_\_\_\_\_  
(Accounting Firm's Name)

\_\_\_\_\_

\_\_\_\_\_

Authorized Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Town and Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number      Fax Number

\_\_\_\_\_  
Date

**NOTE:**  
Failure to sign this page will result in non-acceptance of this Proposal.