



## **RFP 344 EXTERNAL AUDIT SERVICES**

Issue Date: Monday, November 16, 2015

Todd Springer, Buyer

Issued by: The Thames Valley District School Board

**Return Date: 12:00:00 noon, local time, Monday, Dec. 7, 2015**

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>1.0</b>	<b>INTRODUCTION</b>		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for External Audit Services, subject to the conditions herein.		
1.1.2	The TVDSB may agree to permit other public organizations within Southwestern Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
<b>1.2</b>	<b>BACKGROUND</b>		
1.2.1	The TVDSB has an annual budget of approximately \$837,000,000. A copy of the budget is available on the Board's website. Please visit: <a href="http://www.tvdsb.ca/board.cfm?subpage=4361">http://www.tvdsb.ca/board.cfm?subpage=4361</a>		
1.2.2	The Board presently uses the following information systems:		
1.2.3	Financial Information System – SRB's Budgetary Accounting System (BAS2000). During the 2016 calendar year it is expected that a migration will take place to ECNO's K212 - Finance.		
1.2.4	Human Resources and Payroll – ECNO's K212 - HR/Payroll - IPPS.		
1.2.5	Purchasing - PRS (TVDSB internally-developed software).		
1.2.6	School Generated Funds - KEV's School Cash.net		
1.2.7	Student Information System - SRB's Trillium		
1.2.8	Thames Valley Education Foundation - Blackbaud's Financial/RaisersEdge.		
1.2.9	The TVDSB has their own school auditor who audits schools.		
1.2.10	The Ontario Ministry of Education has a Regional Internal Audit team that provides independent, objective assurance and consulting services.		
1.2.11	The successful Bidder will be required to provide audit services in accordance with generally accepted auditing standards and will include all audits and assurance work as required by the Ministry of Education.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean proponents "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean proponents "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a proponent who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent would not gain an unfair advantage over competitors. The TVDSB may permit the proponent to correct a minor irregularity.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Proponents must use the online bidding system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		
2.2.1.10	Download the 2016Appendices344.xlsx file to your hard drive.		
2.2.1.10.1	The file contains the following worksheets:		
2.2.1.10.1.1	Worksheet A: Terms and Conditions in Excel format		
2.2.1.10.1.2	Worksheet B: Requirements in Excel format		
2.2.1.10.1.3	Worksheet C: Staffing in Excel format		
2.2.1.10.1.4	Worksheet D: Pricing in Excel format		
2.2.1.10.1.5	Worksheet E: Criteria and Weighting in Excel format		
2.2.1.10.1.6	Appendix A: Sample Audit Schedule		
<b>2.3</b>	<b>IMPORTANT DATES</b>		
2.3.1	ISSUE DATE: Monday, November 16, 2015		
2.3.2	QUESTIONS: Friday, November 20, 2015		
2.3.3	ANSWERS TO QUESTIONS: Tuesday, November 24, 2015		
2.3.5	RETURN DATE and TIME: prior to 12:00:00 local time Monday, Dec. 7, 2015		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>2.4</b>	<b>RETURN LOCATION</b>		
2.4.1	Sealed bid submissions <b>must</b> be returned to:		
2.4.2	"Tenders Clerk"		
2.4.3	Tenders Clerk's box, Basement, Education Centre		
2.4.4	Thames Valley District School Board		
2.4.5	1250 Dundas Street		
2.4.6	London, Ontario		
2.4.7	N5W 5P2		
2.4.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.5 - Labeling of Envelope).		
2.4.9	The bid submission <b>must</b> be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.4.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
2.4.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.4.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Todd Springer by email (t.springer@tvdsb.on.ca) no later than Friday, November 20, 2015. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered proponents. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Todd Springer. The TVDSB will only be bound by written answers to questions .		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.ca:		
2.5.3.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
2.5.3.2	"Board"		
2.5.3.3	"Purchasing"		
2.5.3.4	"Bids"		
2.5.3.5	Scroll to the end of the document, click		
2.5.3.6	"Proceed to inquiry/download page"		
2.5.3.7	Proceed to the Bid, click		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
2.5.3.8	"Answers to Questions"		
2.5.3.9	View documents in PDF format.		
2.5.3.10	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
2.5.5	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>3.0</b>	<b>CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for three and one half years, commencing on July 1, 2016 and unless otherwise provided herein, terminating on December 31, 2019.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for up to two periods of two years in two (2) year increments and will advise the proponent in writing of their intentions, no later than 60 days prior to December 31, 2019.		
3.1.3	Proponents <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for two additional years ending December 31, 2021.		
3.1.4	Proponents <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for two additional years ending December 31, 2023.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Proponents <b>must</b> complete the Pricing section - Worksheet D.		
3.2.2	Proponents <b>must</b> print and sign all Worksheets.		
3.2.3	All charges <b>must</b> be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.4	Prices <b>must</b> include delivery, F.O.B. destination. <b>NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.</b>		
3.2.5	Prices <b>should</b> remain in effect for the initial 3 1/2 year term of the contract, commencing on July 1, 2016 and ending December 31, 2019.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>3.3</b>	<b>TAXES</b>		
3.3.1	HST: Where applicable, Harmonized Sales Tax <b>must</b> be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.4.1	All invoices must be sent to the Thames Valley District School Board, P.O. Box 5888, London, ON N6A 5L1. Attention: Accounts Payable.		
3.4.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.4.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.3.1	Proponents should state percentage discount for early payment and net payment terms.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>REQUIREMENTS</b>		
4.1.1	The requirements are detailed in Worksheet B - Requirements.		
4.1.2	For each requirement as described in Worksheet B, proponents must place a response in the appropriate column.		
4.1.3	The successful proponent(s) <b>must</b> carry out all work to the satisfaction of the TVDSB. All work is to be performed by appropriately certified staff.		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that proponent as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.1.5	The proponent must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent.		
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement.		
5.1.12	The successful proponent(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponents from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a proponent to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	All TVDSB policies, procedures and regulations must be adhered to by the successful proponent(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.16	The successful proponent(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful proponent(s)' employees or contracted staff.		
5.1.17	The successful proponent(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.18	The TVDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.1.19	The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.21	The acceptance of the bid by the successful proponent and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.2</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		
5.2.1	The TVDSB reserves the right to terminate this contract with 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.3</b>	<b>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b>		
5.3.1	Proponents agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the proponent, intellectual property right of the proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A proponent specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the proponent assigns all right, title and interest that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All proponents agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
<b>5.4</b>	<b>PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT</b>		
5.4.1	The Proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Proponents shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Proponent collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.4.4	All PIPEDA Protected Information the Proponent transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.5</b>	<b>ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES</b>		
5.5.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>5.6</b>	<b>HUMAN RIGHTS AND CHILD LABOUR LAWS</b>		
5.6.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Proponents wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.6.2	Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.6.3	For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.6.3.1	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.7</b>	<b>HEALTH, SAFETY REGULATIONS</b>		
5.7.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.		
5.7.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB <b>must</b> ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.7.3	The Ministry of Education and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.7.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
<b>5.8</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
5.8.1	The successful proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board for the duration of this contract.		
5.8.2	The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.9</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.9.1	The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		
5.9.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.9.2.1	This liability policy shall contain the following coverage:		
5.9.2.2	Personal Injury and Property Damage		
5.9.2.3	Non-Owned Automobile Liability		
5.9.2.4	Owners and Contractors Protective Coverage		
5.9.2.5	Contractual Liability		
5.9.2.6	Broad Form Property Damage		
5.9.2.7	Products and Completed Operation Insurance		
5.9.2.8	Contingent Employees Liability		
5.9.2.9	Cross Liability Clause and Severability of Interest Clause		
5.9.3	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.9.4	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.10</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.10.1	Proponents <b>must</b> state if their own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.10.2	In the event of an affirmative answer to 5.10.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses 5.10.3 to 5.10.4 also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.10.3	Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for commercial Vehicles and \$1 million for personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
5.10.3.1	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.10.3.2	Third Party Liability Coverage in the form of OAP-1		
5.10.4	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
5.10.5	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>5.11</b>	<b>PROFESSIONAL LIABILITY INSURANCE</b>		
5.11.1	Proponents should show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage for liability arising at law for damages caused by reason of professional negligence with the following limits of coverage:		
5.11.1.1	State claim limit		
5.11.1.2	State project limit		
5.11.1.3	State aggregate limit		
5.11.1.4	If the proponent does not presently have the coverage as set out aforesaid, the proponent shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits from the commencement of the contract and annually thereafter for the term of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage anytime through the duration of the contract.		
5.11.2	The TVDSB reserves the right to request that a proponent provide a complete copy of the proponent's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the TVDSB.		
5.11.3	Upon the award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above mentioned caused by the actions of the successful proponent(s) or its employees, or subcontractors, during the performance of its obligations under the contract.		
5.11.4	The successful proponent(s) agree to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable arising out of the professionally negligent or willful acts on the part of the successful proponent(s) or any of its representatives, employees or subcontractors in the execution of the work performed.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.11.5	Notwithstanding that the parties shall enter into a Standard Form Contract for each project the successful proponent(s) acknowledges that the TVDSB does not agree to indemnify the successful proponent(s) in the event of any claim against the successful proponent(s) in any way arising out of or related to the successful proponent(s) duties and responsibilities pursuant to the Standard Form Contract initiated by a non-party to the Standard Form Contract, and arising from a claim commenced by the TVDSB whether or not the indemnity applies to the extent that the non-party claim exceeds the amount of insurance coverage.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
<b>5.12</b>	<b>CANADA'S ANTISPAM LEGISLATION</b>		
5.12.1	Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>6.0</b>	<b>PROPONENT PROFILE</b>		
<b>6.1</b>	<b>ADMINISTRATION and ORGANIZATION</b>		
6.1.1	Proponents <b>must</b> include an organizational chart.		
6.1.2	The TVDSB reserves the right at any time after the closing date, to request from any proponent evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponents agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
6.1.3	Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
6.1.4	Proponents should state if their employees carry photo identification.		
6.1.5	Proponents should state if the staff involved in the execution of this contract are employees or sub-contractors.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>PROPONENTS' RESPONSE GUIDE</b>		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document.		
7.1.2	The bid submission <b>must</b> include:		
7.1.2.1	Signed copies of all Worksheets and Bid Report		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.5 - Labeling of Envelope).		
7.1.5	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.6	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.7	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet E - Criteria and Weighting.		
8.1.4	Compliant proponents may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified proponents as to the time and place. The presentation shall be at the expense of the proponent.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		
8.1.7	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
<b>8.3</b>	<b>DEBRIEFING</b>		
8.3.1	Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Broader Public Sector Procurement Directive.		
8.3.1.1	Any request that is not timely received will not be considered and the Proponent will be notified in writing.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
8.3.1.2	Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
<b>8.4</b>	<b>BID PROTEST PROCEDURE</b>		
8.4.1	In the event that a Proponent wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the TVDSB within 10 days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.2.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.2.2	A specific description of each act alleged to have breached the procurement process;		
8.4.2.3	A precise statement of the relevant facts;		
8.4.2.4	An identification of the issues to be resolved;		
8.4.2.5	The Proponent's arguments and supporting documentation; and		
8.4.2.6	The Proponent's requested remedy.		
8.4.2.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		
<b>Todd Springer Purchasing Services</b>		<b>Ruth Tisdale Chairperson</b>	

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at <a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
9.1.2	Click "Board"		
9.1.3	Click "Purchasing"		
9.1.4	Click "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.6	Click "Proceed to Inquiry/Download page"		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
<b>9.2</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.2.1	To use the electronic system, proponents must be using Microsoft Internet Explorer.		
<b>9.3</b>	<b>BID WORKSHEETS</b>		
9.3.1	Download the file "2016Appendices344.xlsx" from the Associated Files.		
9.3.1.1	The file contains the following worksheets:		
9.3.1.1.1	Worksheet A: Terms and Conditions in Excel format		
9.3.1.1.2	Worksheet B: Requirements in Excel format		
9.3.1.1.3	Worksheet C: Staffing in Excel format		
9.3.1.1.4	Worksheet D: Pricing in Excel format		
9.3.1.1.5	Worksheet E: Criteria and Weighting in Excel format		
9.3.1.1.6	Appendix A: Sample Audit Schedule		
9.3.2	Complete the worksheets.		
9.3.2.1	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
9.3.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.3.3	Print and sign all worksheets. The printed and signed copies must be returned as hard copies.		
9.3.4	Upload files back to the TVDSB using the "Your Uploaded Files for this Tender" area.		
<b>9.4</b>	<b>BID REPORT</b>		
9.4.1	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system.		
<b>9.5</b>	<b>LABELING OF ENVELOPE</b>		
9.5.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.5.2	From - Company Name and Address		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
9.5.3	To:OFFICE OF THE TENDERS CLERK		
9.5.4	Thames Valley District School Board		
9.5.5	EDUCATION CENTRE,		
9.5.6	1250 Dundas Street,		
9.5.7	LONDON, Ontario		
9.5.8	N5W 5P2		
9.5.9	External Audit Services		
9.5.10	344/2016/TS		
9.5.11	Return Date: 12:00:00 local time Monday, Dec. 7, 2015		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, proponents <b>must</b> state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting, proponents <b>must</b> provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the proponent enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET B - REQUIREMENTS**

ITEM NO	DESCRIPTION	RESPONSE - WILL COMPLY, DEVIATES, WILL NOT COMPLY	COMMENT
	<b>SCOPE OF WORK</b>		
<b>B1.0</b>	<b>TVDSB Year End Financial Statements (August 31st)</b>		
B1.1	Commencing with the 2015/2016 fiscal year end, the audit firm will perform an assurance engagement in accordance with Canadian Generally Accepted Auditing Standards (GAAS) of the financial statements of the TVDSB to the degree necessary to express an opinion on the financial statements.		
B1.2	The responsibility of the audit firm will be limited to an expression of opinion on these financial statements and will not involve the preparation of the financial statements and related account analyses and schedules. Should accounting assistance be required, it will be discussed as a separate and specific assignment at the time the service is required.		
B1.3	The financial statements are defined by the Ministry of Education and Canadian Public Sector Accounting Standards including any necessary consolidations (e.g. transportation consortium, Education Foundation, school-generated funds).		
B1.4	The audit shall be conducted in compliance with Canadian GAAS.		
B1.5	The audit firm shall maintain proper audit records and files as per professional auditing standards. Furthermore the audit firm shall make itself and it's related audit records available in the event of a Ministry of Education request.		
B1.6	The TVDSB does not guarantee that the firm awarded the external audit services contract will be asked to perform any services for the TVDSB beyond the audit services specifically requested in this proposal.		
B1.7	During the term of the agreement, the assurance standards may change and new government/Ministry regulations may apply. There should be no additional charges for changes in these regulations.		
<b>B2.0</b>	<b>Thames Valley Education Foundation Year End Financial Statements (August 31st)</b>		
B2.1	The responsibility of the audit firm will be limited to an expression of opinion on these financial statements and will not involve the preparation of the financial statements and related account analyses and schedules. Should accounting assistance be required, it will be discussed as a separate and specific assignment at the time the service is required.		
B2.2	The financial statements are defined by the Ministry of Education and Canadian Public Sector Accounting Standards.		
<b>B3.0</b>	<b>TVDSB March 31st</b>		
B3.1	The Ministry of Education requires the Audit firm to follow specified procedures related to TVDSB's statutory March 31st reporting requirements for the province of Ontario. A copy of the March 31st requirements are located at <a href="https://efis.fma.csc.gov.on.ca/faab/Consolidation.htm">https://efis.fma.csc.gov.on.ca/faab/Consolidation.htm</a> . The procedures are subject to change by the Ministry.		
B3.2	March 31st, 2016 will be completed by the TVDSB's current incumbent Audit firm. Costing should reflect this reduced scope of work. (See Worksheet D - Pricing).		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET B - REQUIREMENTS**

ITEM NO	DESCRIPTION	RESPONSE - WILL COMPLY, DEVIATES, WILL NOT COMPLY	COMMENT
	<b>SCOPE OF WORK</b>		
<b>B4.0</b>	<b>SPECIAL REQUIREMENTS</b>		
B4.1	In addition, and if required by the Ministry, the audit firm will perform an annual special audit in order to express an opinion on the expenditure statement for the:		
B4.1.1	•Ontario Youth Apprenticeship Program (OYAP); annual grant of approximately \$190,000		
B4.1.2	•Literacy and Basic Skills (LBS); annual grant of approximately \$677,000		
B4.2	The audit firm may also be required to provide the additional assurance, forensic and taxation services. These services would be separately solicited.		
B4.3	During the term of the agreement, the assurance standards may change and new government/ministry regulations may apply. There should be no additional charges for changes in these regulations.		
B4.4	The audit firm will attend meetings of the Board or Committees of the Board, e.g. Audit Committee, as required to discuss their work and reports and shall provide such information as requested which will enhance the understanding of Trustees and committee members concerning matters pertaining to the annual financial statements. This applies to the year end for both TVDSB and TVEF.		
<b>B5.0</b>	<b>OTHER THAN UNQUALIFIED STATEMENTS</b>		
B5.1	The audit firm shall immediately, upon discovery of information or conditions which could lead to an other than unqualified opinion with respect to the TVDSB's financial statements, inform and fully discuss such matters with the Treasurer of the Board or designate.		
B5.2	Describe your approach to resolve an issue of contention between your firm with Management, Audit Committee or the Ministry of Education over technical issues (e.g. financial statement presentation).		
B5.3	In addition, the audit firm shall, as far as possible, allow a reasonable period of time for the TVDSB to make an investigation and take such corrective action as to avoid the inclusion of such qualification.		
<b>B6.0</b>	<b>PRESENTATION TO THE AUDIT COMMITTEE OF THE BOARD</b>		
B6.1	The annual audit plan will be presented to the TVDSB's Audit Committee for approval prior to commencing the annual audit.		
B6.2	The results of the financial statement audit and the audit findings will be presented to the TVDSB's Audit Committee at the completion of the audit annually by the auditing firm's partner who is responsible for the TVDSB's audit.		
B6.3	The audit firm may also be required to make presentations or engage in discussions on matters of interest to the Audit Committee of the Board and the Board of Trustees at a regular meeting of the Board. All charges for this service should be included in Worksheet D - Pricing		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET B - REQUIREMENTS**

ITEM NO	DESCRIPTION	RESPONSE - WILL COMPLY, DEVIATES, WILL NOT COMPLY	COMMENT
	<b>SCOPE OF WORK</b>		
<b>B7.0</b>	<b>POST YEAREND AUDIT ENGAGEMENT OBSERVATIONS</b>		
B7.1	No later than sixty days following completion of the annual statements, the audit firm shall prepare and deliver to the Treasurer of the Board, a draft letter conveying the audit firm's observations relating to the internal accounting and operating controls with respect to the TVDSB's operations including recommendations for improving its system and/or processes which may have been discovered during the course of the audit.		
B7.2	The audit firm shall meet with Senior Administration to discuss the comments. Following agreement of content a final letter shall then be provided together with the appropriate staff response to the Audit Committee of the Board.		
<b>B8.0</b>	<b>FINANCIAL STATEMENT AUDIT SCHEDULE AND TIMING</b>		
B8.1	The year end of the TVDSB is August 31. The Ministry of Education presently requires audited financial statements by mid November of each year. The audit firm should plan to conduct an interim audit each year and the fieldwork should be completed at a mutually agreeable time.		
B8.2	During the course of the year the TVDSB's audit firm and Business Services staff will collaborate for the purpose of defining the annual audit plan and determining the audit schedule. This will lead to the assembly, audit and submission of the Annual Financial Statements of the TVDSB, for the year ending August 31, by the deadlines as set by the Ministry of Education. These statements will be presented to the Audit Committee.		
B8.3	The schedule will identify:		
B8.3.1	•The important dates when the required information is to be assembled by both parties.		
B8.3.2	•A list of all necessary schedules, working papers, analysis and other information relevant to statement preparation.		
B8.3.3	•A definition of responsibilities of both TVDSB and audit staff with respect to preparation of all required documents.		
B8.3.4	•Dates for meetings between TVDSB and audit staff to review the progress by both parties.		
B8.3.5	•The dates which the audit firm will first arrive to commence the financial statement audit and the number of audit personnel to be present and their expected departure date.		
B8.3.6	•Final dates for audited financial statements to be made available to the TVDSB's Financial Services staff to facilitate submission dates.		
B8.3.7	See Appendix A for a sample of our current audit timeline, which is subject to change.		
B8.3.8	Describe how you would resolve timeline and resource issues due to simultaneous demands of other existing clients.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET B - REQUIREMENTS**

ITEM NO	DESCRIPTION	RESPONSE - WILL COMPLY, DEVIATES, WILL NOT COMPLY	COMMENT
	<b>SCOPE OF WORK</b>		
B8.3.9	During the course of the year the TVDSB's audit firm and Financial Services staff will collaborate for the purpose of defining the annual audit plan and determining the audit schedule of the Thames Valley Education Foundation. This will lead to the assembly, audit and submission of the Annual Financial Statements of the Thames Valley Education Foundation, for the year ending August 31. These statements will be presented to the Board and the Finance Committee of the Foundation.		
<b>B9.0</b>	<b>REQUIRED LICENSE</b>		
B9.1	Bidders are required to be licensed under the Public Accounting Act in the Province of Ontario.		
<b>B10.0</b>	<b>EXPERIENCE</b>		
B10.1	Bidders <b>must</b> be currently providing auditing services or have provided auditing services within the past three years to at least one Ontario K-12 Educational Institution with an annual budget of not less than \$100,000,000.		
<b>B11.0</b>	<b>COMPETENCY, KNOWLEDGE, CONTINUITY OF PERSONS ASSIGNED TO THE AUDIT (Audit Firm Technical Qualifications, Experience)</b>		
B11.1	Bidders must state location of the office assigned to the audit.		
B11.2	Bidders must state total number of staff at the office assigned to the audit.		
B11.3	Bidders must state number of offices across Ontario.		
B11.4	Appropriate supervision of junior audit staff will be on site throughout the majority of the audit.		
B11.5	It is the responsibility of the successful bidder to orient and educate the new team member(s) on the school TVDSB industry in general and on the specifics of the TVDSB's financial information, so that the transition from incumbent to new audit firm is seamless. In other words, the transfer of knowledge, which is pertinent to the audit year to year, is not the responsibility of the TVDSB's staff.		
<b>B12.0</b>	<b>FEES</b>		
B12.1	All-inclusive fees required for the first partial year and the three additional years <b>must</b> be stated in Worksheet D - Pricing. The response in Worksheet D should include the staff level proposed to do the work on each task.		
B12.2	The following must be clearly stated in Worksheet D - Pricing:		
B12.2.1	•Organization of audit team and approximate percentage of time to be spent on the audit		
B12.2.2	•Tentative audit schedule and approximate percentage of time spent on audit by each team member (provide details of billable hours by staff members for interim and year end audit);		
B12.2.3	• Any assumptions incorporated in the proposal in establishing the proposed audit approach and fee proposal.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET B - REQUIREMENTS**

ITEM NO	DESCRIPTION	RESPONSE - WILL COMPLY, DEVIATES, WILL NOT COMPLY	COMMENT
	<b>SCOPE OF WORK</b>		
<b>B13.0</b>	<b>OUTLINE OF AUDIT APPROACH</b>		
B13.1	Bidders must submit responses in the spaces provided in this spreadsheet. Any additional information submitted will not be reviewed.		
B13.2	Describe how you remain current with all accounting and auditing standards.		
B13.3	Describe how you remain current with emerging issues, requirements, policy and legislation affecting the Public Sector and specifically the Ministry of Education.		
B13.4	Indicate the firm's recent experience in providing specialized services, include the type(s) of services performed and the type of organization.		
B13.5	Describe the firm's typical method of training staff.		
B13.6	Describe your method of orienting and preparing staff who will be performing a school board or charities audit for the first time.		
B13.7	Describe the firm's approach to the audit. As a minimum, include the following information:		
B13.7.1	•Audit plan		
B13.7.2	•Type of audit program used		
B13.7.3	•Audit findings report (provide a recent sample for an Ontario school board client)		
B13.7.4	•Use of statistical sampling		
B13.7.5	•Use of computer audit specialists		
B13.7.6	•Organization of audit team		
B13.7.7	•Commitment to audit and audit team continuity		
B13.7.8	•Management letter (provide a recent sample for an Ontario school board client)		
B13.7.9	•Expectations of material preparation by TVDSB staff		
B13.7.10	•A description of the firm's quality control and review systems		
B13.7.11	•Forensic Audit experience		
B13.7.12	•Information Technology Review		
B13.8	Bidders should state any advisory services, which may be available to the TVDSB free of charge and for fees. These services may include, but are not limited to, assisting the TVDSB and TVDSB staff with income tax, harmonized sales tax, employee benefit plans, employment equity management and cash management.		
<b>B14</b>	<b>REFERENCES</b>		
B14.1	Please provide us with a listing of your current Public Sector clients, including contact names (email addresses and phone numbers <b>must</b> be included). We will select three of these clients with the purpose of soliciting reference checks.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ITEM NO.	Name of Staff Member and Title	No. of Years with firm	Proposed Assignment for TVDSB Audit	Education	Experience in Education Sector Audits List Audits and Timeframe	Experience in Not-for-profit Audits List Audits and Timeframe	Typical Work Assignments	List any relevant Professional Development Courses attended within the last 3 years
	<i>Bidders must provide a brief description of the qualifications and experience of the staff who will be assigned to the audit team responsible for completing the assignment</i>							
C1								
C2								
C3								
C4								
C5								

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ITEM NO.	Name of Staff Member and Title	No. of Years with firm	Proposed Assignment for TVDSB Audit	Education	Experience in Education Sector Audits List Audits and Timeframe	Experience in Not-for-profit Audits List Audits and Timeframe	Typical Work Assignments	List any relevant Professional Development Courses attended within the last 3 years
C6								
C7								
C8								
C9								
C10								

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET D - PRICING**

ITEM NO.	DESCRIPTION OF FEES	ANNUAL FEES INCLUDING DISBURSEMENTS					APPROXIMATE NUMBER OF HOURS OF THE STAFF LEVEL PROPOSED						
		2016	2017	2018	2019	3 1/2 Year Total	Partner	Manager	Audit Senior	Specialists (IT, Forensic)	Audit Staff	Total Hours	COMMENTS
D1.0	August 31st Year End Board Audit					-						-	
D2.0	March 31st 7-month consolidated operating results for the Board					-						-	
D3.0	In addition, and if required, the auditors will perform an annual special audit in order to express an opinion on the expenditure statement for the:												
D3.1	•Ontario Youth Apprenticeship Program; annual grant of approximately \$190,000					-						-	
D3.2	•Literacy and Basic Skills; annual grant of approximately \$677,000					-						-	
D3.3	•Thames Valley Education Foundation; Assets of approx. \$6,400,000					-						-	
D4.0	Bidders must state billing period (e.g. monthly) and a description of these expected expenses												

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
344 EXTERNAL AUDIT SERVICES  
WORKSHEET E - CRITERIA AND WEIGHTING**

<i>External Audit</i>		<b>POSSIBLE</b>	<b>POSSIBLE</b>	
	<b>CRITERIA</b>	<b>POINTS</b>	<b>SUB-POINTS</b>	<b>COMMENTS</b>
1	Fees	60		
			60	Audit Fees
2	Company Profile - Staffing	80		
			10	Experience in K-12 education sector audits in the province of Ontario of the partner assigned to the audit – including years on each job and their position in each audit
			10	Experience in K-12 education sector audits in the province of Ontario of the manager/supervisor assigned to the audit – including years on each job and their position in each audit
			20	Experience in K-12 education sector audits in the province of Ontario of the senior assigned to the audit – including years on each job and their position in each audit
			5	Recent experience in K-12 education sector audits of the partner
			5	Recent experience in K-12 education sector audits of the manager/supervisor
			10	Recent experience in K-12 education sector audits of the senior
			5	Experience in not-for-profit sector audits of the partner, manager/supervisor and senior assigned to the audit – including years on each job and their position in each audit
			10	Specialized skills, training and background in public finance by assigned individuals. May include participation in school board, municipal or provincial consulting assignments, speaker or instructor roles in conferences or seminars or authorship of articles and books
			5	Ability to provide local content and decision making
3	Audit Methodology	18		
			2	Type of audit program used
			2	Audit findings report
			2	Use of statistical sampling
			2	Use of computer audit specialists
			2	Organization of audit team
			2	Tentative audit schedule and approximate percentage of time spent on audit by each team member (details of billable hours by staff members for interim and year end audit)
			2	Management Letter
			2	Information technology review / ERS / Control audit
			2	Resolution of timeline and resource issues
4	Audit Firms Technical Qualification & Experience	30		
			5	How firm remains current with accounting and auditing standards.
			5	How firm remains current with emerging issues, requirements, policy and legislation affecting the Public Sector and specifically the Ministry of Education.
			5	Firm's typical method of training staff.
			5	Describe your method of orienting and preparing staff who will be performing a school board or charities audit for the first time.
			5	Firm's quality control program
			5	Approach to resolution of contentious issues
5	Value Added Benefits	5		
			5	Services which may be available free of charge on routine matters such as staff assistance and/or publications relating to income tax, sales tax, GST, HST, employee benefits, internal audit, management issues, cash management, federal and provincial budget reviews etc.
6	References	24		
			24	8 Points for each reference prorated over the scoring of the reference matrix
7	Bid Submission	3		
			3	Assess points from 0 - 3 for organized, well documented, concise response.
8	Financial Stability	3		
			3	Worksheet A, 6.1.2
9	Freedom from legal liabilities	2		
			2	Worksheet A, 6.1.3
	TOTAL	225	225	

## **Appendix A - Example of Audit Cycle**

### **a) TVDSB**

#### **March 31 Reporting**

Specified procedures required by the Ontario Ministry of Education performed in the first week of May;

Board electronic filing by May 15th;

Accountants report due to Ministry one week later

#### **Interim Audit**

Fieldwork in July / August

#### **Annual fiscal audit**

Fieldwork - mid October to October 31

Board electronic filing by November 15th (or earlier if 15th falls on a weekend )

Draft audited financial statements and audit report presented to Board's Audit Committee before the electronic filing date

### **b) TVEF**

Fieldwork - early to mid October

Audit must be complete in time for consolidation into TVDSB statements by October 31

Audit report presented to TVEF Finance Committee and TVEF Board in January

### **c) OYAP**

Fieldwork in late September / early October

Final Audit Report filed with the Ontario Ministry of Training, Colleges and Universities by November 30

### **d) LBS**

Field work in late May

Board's report filed with the Ontario Ministry of Training, Colleges and Universities by June 15 ( set by Ministry, can vary by a few days )

Audit report filed with the Ontario Ministry of Training, Colleges and Universities by June 15 ( set by Ministry, can vary by a few days )