

# HALIFAX REGIONAL CENTRE FOR EDUCATION

## REQUEST FOR PROPOSALS

**#3993**

## AUDIT SERVICES

Closing Date: ***TUESDAY, OCTOBER 9, 2018***  
Closing Time: ***2:00:00 P.M. (Atlantic Daylight Time)***  
Opening Time: ***2:00:00 P.M. (Atlantic Daylight Time)***

**Closing Location:**

Halifax Regional Centre for Education  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

**Purchasing Contact:**

Don Walpola, Buyer  
Financial Services - Halifax Regional Centre for Education  
Phone: (902) 464-2000 #2223  
Fax: (902) 464-0161  
E-mail: [dwalpola@hrce.ca](mailto:dwalpola@hrce.ca)

**To obtain documents:** Download tender documents in .pdf format from the HRCE's

Website: <http://www.hrsb.ca/about-hrsb/financial-services/purchasing/tenders/tender-listing>

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## 1.0 INTRODUCTION

### 1.1 The Halifax Regional Centre for Education

The Halifax Regional Centre for Education (“HRCE”) is the largest public school district in Atlantic Canada serving approximately 50,000 students from pre-primary through to Grade 12. The organization employs over 9,000 full time and temporary staff with programs operating from over 135 schools and buildings. The annual operating budget for HRCE is approximately \$563,000,000.

### 1.2 Purpose of this Request for Proposal

This Request for Proposal (“RFP”) is to invite experienced and qualified Proponents to submit their detailed proposals to satisfy the requirements for Audit Services as set out in this RFP. The detailed requirements of HRCE are set out in the Project Scope.

The terms "RFP" and "Proposal" include any revisions, amendments or additional documents made thereto, pursuant to this RFP.

### 1.3 The Proposal

HRCE is requesting experienced and qualified Proponents to submit Proposals based on the following:

- Audit of annual consolidated financial statements and annual report of salaries and expenses
- Audit Findings Report
- Other services as required

Proponents are requested to provide a Proposal that will meet HRCE’s requirements at the best possible overall value, as determined by HRCE in its sole discretion.

### 1.4 Guiding Principles

When preparing your Proposal, you **MUST** consider the following principles, which will act as a guide for HRCE in its evaluation. You **MUST** identify in your Proposal how it satisfies these principles:

- Quality
- Value
- Reliability
- Cost Effectiveness
- Time Lines
- Related Expertise

### 1.5 Schedule of Events

The following schedule for this RFP and award of Contract is current as of the release date of this RFP. HRCE reserves the right to, in its sole discretion:

- a) modify any of the dates below; or
- b) modify any of the steps noted below.

#### **Relevant Dates/Steps**

Release of RFP:	<b>MONDAY, SEPTEMBER 24, 2018</b>
Close Date:	<b>TUESDAY, OCTOBER 9, 2018 at 2:00:00 P.M. Atlantic Daylight Time</b>
To be Determined:	Short List of Proponents
To be determined:	Presentations if applicable
To be determined:	Best and Final Offer
To be determined:	Select Preferred Proponent(s)
To be determined:	Final Contract Award*
Contract Commencement:	<b>Audit of fiscal year ended March 31, 2019</b>
Contract Term:	3 years with two (2) one (1) Year Options for Renewal

\*Should HRCE enter into negotiations with a preferred Proponent or Proponents to finalize a Contract as specified in Section 3.2(b), and such negotiations fail to do so, HRCE reserves the right in its sole discretion to negotiate with other Proponents who submitted acceptable Proposals or to not award a Contract to any Proponent. For further clarification of HRCE’s option to negotiate a final Contract, and of its discretion generally, refer to Section 3.2 and Section 5.0 below.

### 2.0 RFP TERMS AND CONDITIONS

This Section describes:

- a) the requirements for all Proposals; and
- b) the procedures, practices and contractual obligations between HRCE and each Proponent that participates in this RFP process.

Proponents are instructed to read and understand all requirements detailed within this RFP, as failure to meet any requirements fully shall jeopardize and perhaps eliminate the acceptability of the Proposal.

#### 2.1 RFP Terminology

Throughout this RFP, terminology is used that describes the importance of each requirement. Such terminology is as follows:

<b>“MUST”, “Mandatory”, “Shall”</b>	A requirement that <b>MUST</b> be met in a substantially unaltered form, the failure of which shall result in a non-conforming bid;
<b>“Should”, “Desirable”</b>	A requirement having a significant degree of importance to the objectives of this RFP; and
<b>“Optional”</b>	A requirement not considered essential, but for which preference may be given.

## 2.2 Glossary of Terms

In addition to terms defined elsewhere in this RFP, the following terms shall have their corresponding meanings:

<b>“Proponent”</b>	A qualified audit firm submitting a Proposal in response to the RFP.
<b>“Bidding Period”</b>	The period of time between the issuance of this RFP and the Close Date.
<b>“Close Date”</b>	The date and time by which a Proponent <b>MUST</b> submit its Proposal to HRCE, as specified in Section 1.5.
<b>“Contract”</b>	The agreement(s) that form the contractual relationship between the Service provider and HRCE, or to be executed by the Service provider and HRCE, as specified in Section 3.1.
<b>“HST”</b>	Harmonized sales tax
<b>“HRCE”</b>	Halifax Regional Centre for Education which includes all schools and offices.
<b>“Innovative Proposal”</b>	A Proponent’s suggested new and innovative processes it considers to be beneficial to HRCE.
<b>“PO”</b>	A purchase order issued by HRCE.
<b>“Project Scope”</b>	The specific items, equipment, work or services requested by HRCE under this RFP as set forth in Schedule A – “Project Scope”.
<b>“Sites”</b>	All HRCE lands or premises where the equipment will be installed or services performed. Sites may be specified within the RFP and/or the Contract.
<b>“Subservice provider”</b>	A person, firm or corporation having a contract with the Proponent to supply equipment or systems or perform services under a Contract.
<b>“Service provider”</b>	The successful Proponent who is awarded a Contract by HRCE or the right to enter final negotiations with HRCE to enter a Contract, pursuant to Section 3.2.

## 2.3 The General Response

You are responsible for providing complete and accurate information pertaining to the following general areas in respect of the Proposal. These general areas are subject to change in the Project Scope and, if applicable, the Innovative Proposal.

- Pricing information
- Adherence to legal requirements
- Extent of Centre for Education/School Board audit and/or consulting experience
- Audit resources/staff
- Ability to audit in a computerized environment
- Proposed audit approach

Your Proposal **MUST** address each of these areas of responsibility or any additional responsibilities you deem appropriate in order to supply quality service and support to HRCE.

## 2.4 The Innovative Proposal

Proponents are encouraged to supply Innovative Proposals. The Innovative Proposal **MUST** be set out **entirely separately** in your Proposal and will only become a Contract if and when specifically agreed upon between you

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and HRCE apart from any acceptance of the Proposal. The Innovative Proposal should address all purchase and service requirements of HRCE and will be considered by HRCE in its sole discretion.

## 2.5 Confidentiality, FOIPOP and PIIDPA

Information pertaining to HRCE obtained by the Proponent, its employees and agents as a result of its participation in this RFP, is confidential and **MUST** not be disclosed by the Proponent except as authorized in advance and in writing by HRCE.

HRCE shall endeavour to keep all Proposals and accompanying documentation received as confidential and used only for the purposes of evaluation of the Proposal, however, HRCE provides no warranty with respect to confidentiality and shall incur no liability from any disclosure. The Proponent hereby grants to HRCE the right to copy any documents (regardless of form) provided in or with the Proposal for the purposes of such evaluation.

Proposals are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("**FOIPOP**"). While this Act allows persons a right of access to records in HRCE's custody or control, it also prohibits HRCE from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Section 15 and 16 of the FOIPOP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. The Freedom of Information and Protection of Privacy Manual can be obtained through the Queen's Printers, Dartmouth, Nova Scotia or on online at: <http://www.gov.ns.ca/legislature/legc/statutes/freedom.htm>

Services provided to HRCE are subject to the *Personal Information International Disclosure Protection Act* (PIIDPA) which requires a public body to ensure that personal information in its custody or under its control and a service provider or associate of a service provider shall ensure that personal information in its custody or under its control is stored only in Canada and accessed only in Canada. The successful proponent must certify that any personal data obtained pertaining to HRCE will not be stored in any form outside of Canada.

## 2.6 Full Disclosure

Proponents **MUST** provide a statement providing a full and complete disclosure of:

- a) any personal relationship to any employee of HRCE who makes recommendations concerning the award of the services or works contemplated in the RFP or of any employee (or immediate relative of any employee) of HRCE with any direct, or indirect pecuniary interest, ownership or directorship with respect to the Proponent; and
- b) any business relationship, monetary or other support of HRCE through any of its Sites or with respect to any of its staff including employees, officers or Trustees.

Proponents **MUST** advise the Manager of Purchasing & Accounting of any change in the foregoing throughout the Bid Submission Period and Term. HRCE reserves the absolute right to eliminate any Proposal or terminate any resulting Contract for failure to disclose the information required in this Section.

## 2.7 Place and Time for Proposal Submission

Proposals **MUST** be clearly marked "**RFP #3993**" and returned to HRCE in a sealed envelope with reference to the specific RFP number on the exterior of the envelope. The Proposal **MUST** be **signed by the Proponent** as specified in Section 4.0(k) below. Proponents **MUST** submit **THREE (3) hard copies**, to the following address:

HALIFAX REGIONAL CENTRE FOR EDUCATION  
33 Spectacle Lake Drive, Dartmouth, Nova Scotia B3B 1X7

Attention: Don Walpola – Buyer  
Phone #: (902) 464-2000 Ext. 2223  
Fax #: (902) 464-0161

HRCE will not accept Proposals via facsimile or electronically. The Proposal **MUST** be type written and complete. Proposals not sent to the foregoing address will not be considered. Proposals **MUST** be received by the Close Date, at the defined time, failing which the Proposal will be disqualified and unopened. Proposals will be received with a time and date stamp and the signature of HRCE employee who received the Proposal.

## 2.8 Communications during Bidding Period

Questions, clarification or information regarding the RFP process or the Project Scope **MUST** be in writing and directed exclusively by email to:

Aaron Sullivan, Manager of Purchasing & Accounting      Email: [asullivan@hrce.ca](mailto:asullivan@hrce.ca) with a copy to Don Walpola, Buyer, Email: [dwalpola@hrce.ca](mailto:dwalpola@hrce.ca)

The Manager of Purchasing & Accounting may direct such questions, clarification or information of a technical or business nature to other HRCE employees or consultants, in which event the Proponent shall copy the Manager of Purchasing & Accounting on all such further questions, clarifications or information posed to the designated HRCE employee or consultant. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFP document be found, the Proponent shall bring the matter to the attention of the Manager of Purchasing & Accounting, at least five (5) business days prior to the Close Date. HRCE may, in its sole discretion, determine that such information should result in a revision to this RFP, in which event Section 2.10 below shall apply. Additionally, in order for HRCE to deal effectively with any Proponent's concern or question, such concern or question should be communicated to HRCE at least five (5) business days prior to the Close Date. Questions and answers may be copied by HRCE and distributed to all Proponents by way of email.

## 2.9 Evaluation of Proposals

Upon receipt of Proposals, HRCE will screen each to ensure the Proponent's compliance with the requirements of this RFP and as outlined in the Project Scope. HRCE shall be at liberty to exercise its discretion as set forth in Section 5.0 below. After a Proposal has passed the initial screening, HRCE will analyse the detailed specifications of the Proposal.

HRCE proposes to use specific evaluation criteria to rate various requirements for evaluation purposes. Unless otherwise specified in the Project Scope, such a rating will be confidential, and no totals or scores of such a rating will be released to any Proponent. At a minimum, the selection (if any) of Proposals will be based on the following criteria (not necessary equally weighted):

### **Knowledge and Understanding**

**20%**

- Demonstrated knowledge of the needs of HRCE as an organization as well as its diverse operations
- Experience auditing school boards and other educational organizations
- Experience in auditing large, public sector organizations
- Ability to audit in a computerized environment

### **Quality and Comprehensiveness of Work Plan**

**30%**

- Ability to provide appropriate resources (staff)
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- Ability to meet target dates for completion (see Appendix “A”)
- Quality and scope of audit plan as it relates to HRCE needs

**Transition Management** **5%**

- Proven ability to facilitate transition in a manner transparent to HRCE
- Quality and scope of transition plan as it relates to HRCE needs

**Other Services** **5%**

- Ability to provide additional specialized services as necessary, e.g. management consulting services

**References** **15%**

**Price** **25%**

HRCE reserves the right to seek clarification on any Proposal submitted by a Proponent to assist in making its evaluation, without notifying any other Proponent of such.

Proponents could be asked to prepare a presentation prior to the final selection.

The opening of Proposals will be closed to the public.

The results of the above process will be brought to the Minister of Education and Early Childhood Development or designate with a recommendation from the evaluating committee to award.

## 2.10 Revisions

Should HRCE determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing to all Proponents. HRCE may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all Proponents to consider and respond to a revision, and will advise all Proponents of such in writing. It is the sole responsibility of the Proponent, prior to the Close Date, to ensure they have received all revisions pertaining to the RFP.

***Once provided to HRCE, the Proposal is irrevocable and may not be unilaterally amended by the Proponent.***

## 2.11 Extensions Requested by Proponent

Extensions to the Close Date will only be considered if requested by a Proponent no less than seventy-two (72) hours prior to the Close Date. An extension may only be granted by HRCE Manager of Purchasing & Accounting in his or her sole discretion and may be granted to all Proponents as a result of such request.

## 2.12 Non-Compliance Identified

The Proponent **MUST** specifically identify any terms and conditions of this RFP with which they are unable to comply. It will be assumed that all terms and conditions are acceptable to the Proponent unless otherwise noted and all such terms and conditions will form part of the Contract. Proponent hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRCE, in HRCE’s sole discretion.

## 2.13 Return of Proposal

A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Proponent become the property of HRCE and will not be returned.

## 2.14 Release of Proponent Information

HRCE reserves the right to publish the names of responding Proponents and any summary cost information deemed appropriate.



### 2.15 Liability for Errors

HRCE or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of Proponents, and the Proponent hereby releases HRCE and its Trustees, employees and agents from any such liability whatsoever.

### 2.16 Preparation Costs

Any and all preparation costs incurred by the Proponent in developing Proposals, presentations, demonstrations, or any other activity related to Proponent's response to this RFP (including attending Site visits), are solely the responsibility of the Proponent.

### 2.17 Proposal Pricing

Pricing shall be in Canadian Dollars. Prices in the Proposal include delivery to the designated Site(s) within HRCE, unless clearly stated otherwise. Discounts offered for early payment **MUST** be clearly stated.

### 2.18 Proposal Validity

To enable HRCE to complete its approval processes, Proposals submitted **MUST** remain valid for a period of not less than one hundred eighty (180) days. Acceptable solutions **MUST** be proven and be operating in at least one (1) major customer site to be considered.

### 2.19 Proponent Debriefing

HRCE will, at its discretion, arrange a debriefing for the purpose of informing a Proponent why its Proposal was not selected. Debriefings will be restricted to the Proponent's submission and not the process in general.

### 2.21 Best and Final Offer

HRCE reserves the right, in its sole discretion, to request short-listed Proponents to enter into a "best and final offer" process. If employed, this process will be conducted under the following terms:

- a) Proponents will be selected from the short-list process to prepare a "best and final offer";
- b) each Proponent will be provided a two (2) week period to confirm assumptions under which their Proposals were developed (i.e. conduct reasonable further due diligence), prepare revisions to their Proposals, and provide more specific and detailed Proposals on particular subjects and topics as may be identified by HRCE;
- c) during this two (2) week period, the Proponents will be requested to develop a work plan, in addition to that work done in Proposal preparation. Proponents may work with HRCE on a real problem (e.g. developing the transition plan to the Proponent's provision of the services). This will provide HRCE another opportunity to test the skills and management fit of the Proponent;
- d) following Proponent presentations of final Proposals, the evaluation and selection of the preferred Proponent will be made. Any modifications to approaches, prices or commitments contained in the original Proposals on the short-list presentations **MUST** be clearly identified and justified on the basis of new or additional information secured during this process; and
- e) final determination and award to the preferred Service provider shall be at HRCE's sole discretion notwithstanding the "best and final offer" process.

### **3.0 THE CONTRACT**

#### **3.1 Contract Documents**

This Request for Proposal document, the proponent's response to this solicitation, the HRCE's award letter and subsequent engagement letter with the successful proponent, complete the contract between the HRCE and the successful proponent. Any subsequent additions or modifications may only be made in writing and must be executed by both parties.

#### **3.2 Right to Negotiate**

HRCE may, in its sole discretion:

- a) through the issuance of an award letter to the Proponent or Proponents, award to a Proponent or Proponents, the Contract, based on its Proposal, without further negotiation or documentation; or
- b) award to a Proponent or Proponents the right to negotiate and finalize such further documentation as HRCE determines to be necessary or advisable. The entering into of such negotiation by HRCE shall not fetter its discretion to award the Contract to other Proponents, not award any Contract, or otherwise under Section 5.0.

#### **3.3 Term of the Contract**

Unless otherwise specified in any subsequent documentation, the length of the Contract will be for a 3 year period, commencing with the audit of the fiscal year ended **31, March, 2019** and will be effective until the audit of the fiscal year ended **31, March 2021** with two - 1 year options for renewal after the initial term, exercisable by HRCE in writing, in its discretion (the "**Term**").

#### **3.4 Governing Law**

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. Proponent hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

#### **3.5 Services from Other Firms**

The HRCE reserves the right to engage specialized services from other accounting/auditing/management consulting firms.

### **4.0 THE SPECIFIC RESPONSE**

The following items should be fully addressed in your Proposal:

#### **a) Cover Letter**

Provide a brief cover letter including an overview of your firm, local autonomy and decision making (Audit partner(s)).

#### **b) Adherence to Legal Requirements**

Demonstrate your understanding of the legal requirements of a centre for education/school board audit.

**c) Extent of Centre for Education/School Board Audit and/or Consulting Experience**

What audit and/or consulting services have you recently performed for centres for education/school board? Please provide a statement of deliverables the HRCE could expect if you are the successful proponent.

What other services have you recently performed for other government or non-profit entities?

**d) References**

Proponents must provide a list of three (3) client references that contract or have contracted for audit services which are considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of proposal. The list should include the following information:

- (i) Company Name and Address
- (ii) Contracting Officer and Telephone Number
- (iii) Technical Representative and Telephone Number
- (iv) A brief, written description of the specific services provided

Proponents must also provide a listing of accounts of similar size gained and lost in the last 12 months including reasons for loss of accounts. HRCE reserves the right to contact representatives of lost accounts as well as representatives of the three references provided.

**e) Audit Resources/Staff**

- (i) A principal contact person should be named but it is understood that individuals with expertise in areas of required service may be used in place of the principal contact. Please identify individuals and their area of expertise.
- (ii) What is the size and make-up of the audit team to be assigned to the audit, including supporting specialists readily available, giving normal work location? Proponents shall provide the name, title, address and telephone number and a one page resume of the audit partner and the audit manager who will be assigned to the audit. Failure to do so may be cause for rejection of proposal. These credentials may be subject to verification. In the event there would be a change in the persons named under the contract, the proponent shall be required to submit, for approval to the HRCE, the credentials and resumes of the persons the proponent proposes to assign. Failure to do so may be cause for termination of the contract.
- (iii) Based on historical experience, what turnover of audit staff can be expected over the next three years? What commitment can your firm make to continuity of the audit staff assigned to the HRCE?
- (iv) How will you ensure that new staff will become familiar with our operations?
- (v) How will you ensure that audit deadlines are met? (Your answer should include a discussion of your existing client base and audit timing related to such audits; note deadlines for reporting in Education Act).
- (vi) What other resources does your firm have to draw upon?
- (vii) A detailed work plan is required showing timing of work and itemized deliverables for the Audit for the year ended March 31, 2019. Proponents shall provide a response to demonstrate understanding of the scope of work, including, but not limited to, the approach that will be taken in 2018-19 and the years following.

- (viii) Explain how you would propose to use staff of the HRCE, if at all, to assist during the audit. Indicate the approximate time requirement and work expected.
- (ix) Clearly outline the expectations of HRCE staff in preparation for the audit (i.e. what documents etc., are expected prior to the beginning of the field work?).
- (x) Explain how you would manage the transition of Auditor in a manner transparent to HRCE.
- (xi) Describe the transition plan as it relates to HRCE needs.

**f) Ability to Audit in a Computerized Environment**

- (i) What is the extent of your audit team's computer audit experience?
- (ii) What access does your firm have to "computer specialists?"
- (iii) Does your firm utilize computer assisted audit techniques? How would this be applied to the HRCE? What involvement/support is required of HRCE staff?

**g) Proposed Audit Approach**

- (i) What will be your approach to examining systems and relying on internal control?
- (ii) How will analytical review procedures, compliance testing and substantive procedures be used?
- (iii) How will disruptions to our normal work flow be minimized?
- (iv) Identify the communications which will keep both your management and HRCE management informed of audit progress and aware of potential problem situations on a timely basis.
- (v) What procedures will you perform to enable you to provide: (a) an Audit Findings Report to the HRCE; (b) Review of the consolidation worksheets and data to the Province?
- (vi) Please provide any other audit approach information that you wish the selection committee to consider.

**h) Other Services/Information**

- (i) Does your firm have advisory services in the areas of taxation?
- (ii) Will management consulting personnel be available if requested by the HRCE?
- (iii) Additional brief facts concerning your firm which you feel are critical in evaluating your proposal.

**i) Cost Proposal**

- (i) Estimated hours to fully complete the audit and all associated tasks and the fixed audit fee for each year of the three year appointment. The fixed fee for the two optional one year terms will be negotiated prior to awarding an extension. The total fee shall be a fixed price. Please provide the circumstances under which additional fees may be requested and the rates for such adjustments.
- (ii) What, if any, additional costs will be added to the above fixed price, e.g., an allocation of overhead or any

office services, or other charge added to the total billing in addition to the charges detailed?

- (iii) Provide an hourly rate for each year of the three year appointment for each staff person who may provide special services such as taxation, business and internal control systems review and risk assessment.
- (iv) Will the HRCE be billed for any “start-up” costs relating to the audit? If yes, provide an estimate and range for start-up costs.
- (v) Is your firm prepared to provide itemized billings? Please indicate the level of detail.

**j) Your Contractual Terms**

List separately any contractual terms which **MUST** be included as part of the Contract if awarded to you and which would be a condition to HRCE’s acceptance of your Proposal.

List separately any contractual terms which you would like HRCE to consider but which would not be a condition to the acceptance by HRCE of your Proposal and which would only be part of the Contract with HRCE with the specific further agreement of HRCE.

Please be aware of the PIIDPA requirements as outlined in section 2.5 - Confidentiality, FOIPOP and PIIDPA.

**k) Authorized Signature**

Proponents **MUST** provide an authorized signature on Appendix “B” – Statement of Agreement and Understanding; and Appendix “C” – Proponent Cost Bid Sheet.

**5.0 HRCE DISCRETION**

- a) The Proponent hereby acknowledges that HRCE shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRCE in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRCE shall have the unrestricted right to:
  - i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or
  - ii) accept a Proposal that is not the lowest price; or
  - iii) reject a Proposal that is the lowest price even if it is the only Proposal received;
- b) HRCE reserves the right to consider, during the evaluation of Proposals:
  - i) information provided in the Proposal itself;
  - ii) information received in response to enquiries of credit and industry references set out in the Proposal;
  - iii) the manner in which the Proponent provides services to others;
  - iv) the experience and qualification of the Proponent;
  - v) the compliance of the Proponent to HRCE’s requirements and specifications;
  - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,

- vii) rejecting Proponent's recommendation of an appraiser, Subservice provider or any other third party associated with the Proposal and jointly along with the Proponent, determine alternate acceptable third parties;
  - viii) the Proponent's Innovative Proposal, if any; and
  - ix) any other consideration in HRCE's discretion;
- c) HRCE may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Proponent. By submitting a Proposal, the Proponent acknowledges HRCE's rights under this Section and absolutely waives any right or cause of action against HRCE and its employees, agents or Trustees by reason of HRCE's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- d) HRCE shall not at any time have any obligation to deal exclusively with the Proponent. HRCE expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject matter hereof, from any person whomsoever and at any time.

## 6.0 LIMITATION OF LIABILITY

Proponent, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRCE whatsoever, whether for costs, damages or expenses incurred by Proponent in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

## 7.0 BILLING/PAYMENT INFORMATION

HRCE pays Net 30 days from date of invoice. Invoices **MUST** be submitted **EITHER** by email or by paper to:  
(Only **ONE** method of submitting invoices will be accepted)

Halifax Regional Centre for Education  
Attention: Accounts Payable  
33 Spectacle Lake Drive  
Dartmouth, NS B3B 1X7  
Email: [accountspayable@hrce.ca](mailto:accountspayable@hrce.ca)

In order to maximize efficiencies as well as to be more environmentally friendly, vendor payment are now being paid via EFT (Electronic Funds Transfer) direct deposit to vendor bank accounts. A vendor direct deposit form can be requested by the accounts payable department upon contract award.

## SCHEDULE "A"

### PROJECT SCOPE

#### A. Purpose/Scope:

- I. This Request for Proposal is designed to invite experienced and qualified service providers to submit their detailed proposals for the delivery of audit services to the HRCE, as outlined in this Request.

The annual General Fund budget of the HRCE is approximately *\$548 Million*. In addition, the total Supplementary Fund budget is approximately *\$15 Million*. The HRCE's approved Budget for 2018-2019 and audited Financial Statements for the period ending March 31, 2018 are available on HRCE's web site at [www.hrce.ca](http://www.hrce.ca).

The financial system operates on the SAP Accounting System maintained by the Province of Nova Scotia through a contract with IBM. The annual financial statements are prepared in accordance with PSAB, the Nova Scotia School Board Financial Handbook and generally accepted accounting principles. The HRCE's financial statements are prepared in order to meet the requirement for consolidation with the Province of Nova Scotia.

It is the practice of the HRCE to prepare its own financial statements and all related working paper files, with the assistance of the external auditors. The HRCE also processes all adjusting and closing entries at year end.

- II. The selected auditor will be required to perform the following audit and related functions for the HRCE:

#### 1.) Audit of Annual Consolidated Financial Statements and Annual Report of Salaries & Expenses

The primary duty of the successful audit firm will be to perform an annual audit of the consolidated financial statements of the Halifax Regional Centre for Education in accordance with generally accepted auditing standards for the purpose of issuing an independent auditor's report. A similar audit is required for HRCE's Annual Report of Salaries & Expenses. Both audits must be provided to the HRCE by mid-June each year in order to be filed with the Province of Nova Scotia no later than June 30 each year. The external auditors are also required to provide information directly to the Auditor General of Nova Scotia.

#### 2.) Audit Findings Report

As a result of the audit, the auditor is expected to provide the HRCE with an Audit Findings Report reflecting observations and recommendations with respect to internal control and operational efficiency and effectiveness. Where such opportunities for improvement are identified, the auditor shall make recommendations directly to the Minister of Education and Early Childhood Development through the Deputy Minister or designate.

#### 3.) Other Services

Occasionally, the auditor may be requested to provide additional services which may include investigations, providing financial, administrative or technical advice, or other ancillary services. If the HRCE auditor is engaged to provide such consulting functions, any fees shall be in addition to the audit work specified above.

## APPENDIX "A"

### SCHEDULE OF TARGET DATES FOR FINANCIAL REPORTING

<b>Mid-February</b>	Advise staff of year end deadlines and schedule year end tasks and responsibilities
<b>March/April</b>	Interim Audit, if required
<b>Mid May</b>	Year End Close of books
<b>Third week of May</b>	Auditors to commence year end work
<b>Early June</b>	Discussion/resolution of audit issues
<b>Mid-June</b>	Presentation of draft financial statements to the Regional Executive Director of Education. Draft statements provided to management one week in advance of the scheduled meeting.
<b>End of June</b>	Delivery of final approved and signed financial statements and audit letters, at least two (2) business days prior to provincial deadline.



**APPENDIX "B"**  
**Statement of Agreement and Understanding**

*TO PROPONENTS:*

*The submission of a proposal will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the AUDIT SERVICES required by this proposal and as described in this RFP Document and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed; also, that the proponent is familiar with all Federal and Provincial laws, policies of the Halifax Regional Centre for Education which in any way affect the performance of the work or persons engaged or employed in the work.*

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not prohibited by any law applicable in Nova Scotia from performing this Contract.

The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this RFP and agrees to be bound by its terms and conditions.

The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
**NAME (PRINTED)**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**SIGNATURE OF WITNESS**

\_\_\_\_\_  
**DATE**

***RETURN THIS SHEET WITH YOUR PROPOSAL***

**APPENDIX "C"**  
**HALIFAX REGIONAL CENTRE FOR EDUCATION**  
**PROPONENT COST BID SHEET**

NAME OF AUDIT FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF PERSON SIGNING FOR FIRM \_\_\_\_\_

POSITION OF PERSON SIGNING FOR FIRM \_\_\_\_\_

	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
<b>ANNUAL AUDIT</b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
<b>FIXED FEE (Excluding HST)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**NOTE:** If fees are to be charged for any services in addition to the proposed total fixed audit fee for all audit services as outlined in Schedule "A", they must be clearly identified (use an additional sheet) and agreed upon before commencement of the service. Where no fee is quoted, it is deemed to be included in the fixed annual audit fee.

Additional Fees? YES \_\_\_\_\_ (additional sheet attached) NO \_\_\_\_\_

**DESIGNATED PROJECT MANAGER:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

**NAME (PRINTED)**

\_\_\_\_\_

**AUTHORIZED SIGNATURE**

\_\_\_\_\_

**SIGNATURE OF WITNESS**

\_\_\_\_\_

**DATE**

**RETURN THIS SHEET WITH YOUR COST PROPOSAL**