



Canada
Green
Building
Council

Conseil du
Bâtiment
Durable du
Canada

Request for Proposals
For
Financial Audit Services

RFP: 24-015

Issued: April 11th, 2024

Submission Deadline: May 2nd, 2024 at 2:00 Toronto time



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Canada Green Building Council & Invitation to Proponents

Canada Green Building Council (“CAGBC”) supports and champions Canada’s green building sector. CAGBC training, services and products such as LEED® and the Zero Carbon Building Standards™ help the building sector design, construct and operate buildings that eliminate environmental impacts, increase asset value and improve human health. By working collaboratively with our members, industry, and government stakeholders, we are building our way forward to a sustainable and low-carbon future. Learn more at cagbc.org.

CAGBC is seeking proposals from qualified service providers to provide Financial Audit services to CAGBC.

With respect to CAGBC’s financial operations:

The fiscal year runs 1 January to December 31.

- The annual operating budget of CAGBC is approximately \$11M. However, the budget can increase depending on government or industry funding secured for specific projects.
- CAGBC issues approximately 800 payments per year, and processes approximately 16,000 ledger transactions per year.
- CAGBC derives revenues from building certification, government and industry funding, membership, sponsorship, annual national conference, on-demand education, and workshops.
- CAGBC currently has a restricted Reserve Fund of approximately \$3M with plans to increase this to \$4M. Additionally, CAGBC holds further investments from operational surpluses.
- CAGBC has an Audit and Finance Committee and a Board of Directors that each meet 4 times per year by videoconference or in-person.
- CAGBC holds its Annual General Meeting in June.
- The Director, Finance and Corporate Services oversees the Finance team (Manager, Accounting; Accounting and Payroll Specialist; Project Accountant; Finance Specialist).
- CAGBC provides group benefits and RRSP to its employees and uses PayWorks to process payroll.
- CAGBC engages in party transactions with a foreign organization, involving royalties on sales of products and services to customers located in Canada.
- CAGBC uses SAGE 50 as its primary accounting system. Additionally, for the billing and receipts of payments for certain products and services, CAGBC uses the accounting system and product registration platform of a related party organization.

Proponents are to note CAGBC’s audit schedule:

Late November – early December	Interim Audit
December	Audit Plan
Late February – early March	Audit Field Work
Mid-March	Draft Audited Financial statements
Late March – early April	Present findings and draft audited financial statements to Audit and Finance Committee/Board



June	Presentation of Financial Statements at Annual General Meeting
June	Appointment of Auditors for the next fiscal year

“Proponent” means a legal entity, being a person, partnership or firm that submits a Proposal (as defined below) in response to this RFP and the Deliverables.

“Proposal” means an offer submitted by a Proponent in response to the RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“Successful Proponent” means the Proponent that has been selected to enter into the Agreement for the performance of the Services.

1.1.1 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: **rgm@cagbc.org**

Proponents and their representatives are not permitted to contact any employees, officers, agents, or other representatives of CAGBC other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.2 Type of Contract for Deliverables & Terms and Conditions

It is CAGBC’s intention to enter into an agreement with only one (1) legal entity.

The Successful Proponent will be requested to enter into direct contract negotiations to finalize an agreement with CAGBC (“Agreement”) for the provision of the Deliverables. CAGBC’S master consulting agreement - <https://www.cagbc.org/CAGBC-Standard-Terms-and-Conditions-Version-TC08312022> will be the basis for the Agreement between CAGBC and the Successful Proponent. In submitting a Proposal, the Proponent is acknowledging that it has reviewed, and is prepared to accept the template terms and conditions of the Agreement, as such terms and conditions represent the minimum terms and conditions to form the basis of the Agreement.

All information, recommendations and reports will become the exclusive property of CAGBC. The Successful Proponent should be prepared to license materials used and created during the Agreement to CAGBC.

Definitions provided for in the Agreement will also apply to this RFP unless otherwise defined herein.

The term of the agreement is to be for a period commencing on the Effective Date of the Agreement and ending five (5) years thereafter, subject to an initial review and appointment at CAGBC’s Annual General Meeting by CAGBC members, of the top-ranked Proponent to be awarded the Financial Audit Services contract, followed by an annual review process and re-appointment of the Financial Auditor by members of CAGBC at CAGBC’s Annual General Meeting.



1.3 RFP Timetable

Issue Date of RFP	Thursday, April 11 th , 2024
Deadline for Questions [Note 1]	Thursday, April 18 th , 2024 at 2:00 pm Toronto time
Deadline for Issuing Addenda	Wednesday, April 24 th , 2024
Submission Deadline	May 2nd, 2024 at 2:00 pm Toronto time
Rectification Period	Two (2) Business Days from notification
Anticipated Identification of Top Ranked Proponent	Week of May 20 th , 2024
Contract Negotiation Period	5 Business Days
Note 1: It is strongly recommended that Proponents review the RFP, its schedules and attachments and submit their questions to the RFP Contact well in advance of the Proponents' Deadline for Questions to receive a timely response from CAGBC.	
"Business Days" means Monday to Friday excluding statutory holidays observed by the CAGBC and "Calendar Days" means every day on the calendar including weekends and holidays.	

The RFP timetable is tentative only and may be changed by CAGBC at any time.

Only Proposals that are both emailed and received in accordance with the Proposal Submission Deadline by the RFP Contact Person will be accepted. Proposals submitted to CAGBC either in person, courier or by fax will not be accepted.

CAGBC strongly recommends that Proponents make every effort to submit their Proposals early (at least a day in advance of the Proposal Submission Deadline) to ensure that all possible technical issues, or attachment size limitations which may be encountered may be resolved by the Proponent, while not putting the Proposal in danger of missing the **mandatory** Proposal Submission Deadline.

For clarity, CAGBC will not be responsible for late Proposals. Late Proposals or Proposals submitted to the wrong email address will not be accepted.

1.4 RFP Contact and Proponents' Questions

1.4.1 RFP Contact

For the purposes of this procurement process, and unless specifically instructed within the RFP document, all communications in relation to this RFP must be made to the RFP Contact at the following email address: **rgm@cagbc.org**

Proponents and their representatives are not permitted to contact any employees, officers, agents, or other representatives of CAGBC other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's proposal.

Please note: Proponents submitting a Proposal with one or more firms or partners should identify one primary contact.



1.4.2 Proponents' Questions

Prior to the Deadline for Questions, Proponents may ask questions or seek additional information in relation to this RFP. CAGBC will not accept any Proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

1.5 Submission of Proposals

1.5.1 Electronic Submission Only

Proposals must be submitted to the following email address: rgm@cagbc.org

CAGBC will not accept Proposals submitted by any other method.

1.5.2 Proposals must be Received on Time

Proposals will only be accepted if they are received by the CAGBC (at the rgm@cagbc.org email address) by no later than the Submission Deadline.

The Submission Deadline will as set out in the Section 1.3 RFP Timetable. The timing of the Proposal submission is based on when the Proposal is **received** by the RFP Contact's email, regardless of when the Proponent began the submission process. Onus and responsibility rest solely with the Proponent to ensure its Proposal is received no later than the Submission Deadline.

Proponents are advised that transmission of Proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time to email upload their Proposal submission and attachment(s), if applicable, and to resolve any issues that may arise. Proponents making submissions near the Submission Deadline do so at their own risk.

1.6 Submission of Proposals

1.6.1 Electronic Submission Only

Proposals will only be accepted if they are received by the Bidding System by no later than the Submission Deadline.

The Submission Deadline will as set out in the Section 1.3 RFP Timetable. The timing of the Proposal submission is based on when the Proposal is **received** by the RFP Contact's email, regardless of when the Proponent began the submission process. Onus and responsibility rest solely with the Proponent to ensure its Proposal is received no later than the Submission Deadline.

Proponents are advised that transmission of Proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time to email upload their Proposal submission and attachment(s), if applicable, and to resolve any issues that may arise. Proponents making submissions near the Submission Deadline do so at their own risk.



1.6.2 Availability of Documents and Acknowledgement of Addenda

All documents, including this RFP (“RFP Documents”), addenda, questions and answers, or other notifications will be posted on CAGBC’s website during the RFP procurement period. It is the Proponent’s responsibility to monitor the CAGBC website frequently and download all pertinent information during the procurement period.

It is the responsibility of the Proponent to have review all addenda to this RFP that have been issued by the RFP Contact. Proponents will be required to acknowledge receipt of all addenda and any applicable attachments that have been issued with their Proposal.

Addenda will typically be issued by the RFP Contact Person at least five (5) Business Days prior to the Submission Deadline. However, in some cases it may be necessary for CAGBC to issue an addendum within the five (5) Business Days prior to the Submission Deadline. In such cases, the addendum will include an extension of the Submission Deadline.

Addenda will be posted on the CAGBC website in accordance with the RFP Timetable set out in Section 1.3.

1.6.3 Amendment of Proposals

If a Proponent wishes to amend an already submitted Proposal prior to the Submission Deadline, the Proponent may withdraw the submitted Proposal and submit a revised Proposal prior to the Submission Deadline by contacting the RFP Contact Person with a clear notice of withdrawal request to withdraw the submitted Proposal. The Proponent is solely responsible for ensuring that the revised Proposal is received the RFP Contact Person by no later than the Submission Deadline.

[End of Part 1]



PART 2 – EVALUATION, NEGOTIATION AND AWARD

CAGBC will conduct the evaluation of Proposals and negotiations in accordance with the following stages in this RFP, PART 2.

2.1 Stage 1 – Mandatory Submission Requirements Evaluation

Stage 1 will consist of a review to determine which Proposals comply with all of the mandatory submission requirements. If a Proposal fails to satisfy all of the mandatory submission requirements, CAGBC will issue a rectification notice to the Proponent, identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its Proposal will be rejected. The Rectification Period will begin to run from the date and time that CAGBC issues a rectification notice to the Proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.2 Stage 2 – Technical Evaluation

Stage 2 will consist of the following:

2.2.1 Stage 2 - Rated Criteria Evaluation

In this stage, CAGBC will evaluate each compliant Proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D). Only Proponents that meet all applicable minimum scoring thresholds for this sub-stage will proceed to Stage 2C.

In the event that fewer than three (3) Proponents meet the Stage 2 total minimum scoring threshold, CAGBC reserves the right to lower the Stage 2 Total minimum scoring threshold by 5%. In the event that fewer than two (2) Proposals achieve the minimum score, CAGBC will proceed with one of the following options:

- i. Proceed with less than two (2) Proposals;
- ii. Lower the threshold; or
- iii. Cancel the process as it deems appropriate.

If the option in ii. above to lower the threshold is selected by CAGBC, the minimum score will be reduced in 5% increments to not lower than 60% to allow Proposal(s) to proceed to Stage 3.

Proponents should be fully responsive to all requirements indicated below in Sections A, B, C, and D in order to receive maximum points.

Only Proponents that meet the applicable minimum scoring threshold for this stage will proceed to Stage 3.

2.3 Stage 3 – Pricing Evaluation

Stage 3 will consist of an evaluation of the submitted pricing of each qualified Proposal, passing the minimum threshold from Stage 2, in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of pricing will be undertaken after the evaluation of Stage 1 and Stage 2 have been completed.



2.4 Stage 4 – Ranking and Contract Negotiations

2.4.1 Ranking of Proponents

After the completion of Stage 3, all scores from Stage 2 and Stage 3 will be added together and the Proponents will be ranked based on their total scores. Subject to the initial appointment and approval process at the CAGBC Annual General Meeting, as set out in Section 1.2 of Part 1, the highest-ranked Proponent will receive a written invitation to enter into direct contract negotiations to finalize the Agreement with CAGBC. In the event of a tie, where two or more Proponents receive the same score within one decimal point, the Successful Proponent will be the Proponent with the highest score in Section B: Reference Assignment Descriptions, as set out in Stage 2 – Rated Criteria evaluation.

2.4.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of CAGBC or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. The terms and conditions found in the Agreement are to form the basis for commencing negotiations between CAGBC and the Successful Proponent.

While CAGBC is prepared to negotiate some minor aspects of the Agreement, it does not intend to agree to significant changes to its standard form Agreement.

Negotiations may include requests by CAGBC for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by CAGBC for improved pricing or performance terms from the Proponent. The negotiations may also involve revisions to the Agreement. Revisions will be primarily to clarify and document commercial terms.

2.4.3 Time Period for Negotiations

CAGBC intends to conclude negotiations and finalize the Agreement with the top-ranked Proponent during the Contract Negotiation Period, commencing from the date CAGBC invites the highest-ranked Proponent to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.4.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the Agreement for the Deliverables within the Contract Negotiation Period, CAGBC may discontinue negotiations with the highest-ranked Proponent and may invite the next-highest-ranked Proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations or until CAGBC elects to cancel the RFP process.

2.4.5 Notification of Negotiation Status

Other Proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Proponent.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All Proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form. The content of websites or other external documents referred to in the Proponent's Proposal but not attached will not be considered to form part of its Proposal.

3.1.4 Past Performance

In the evaluation process, CAGBC may consider the Proponent's documented past performance or conduct on previous contracts with CAGBC. The Successful Proponent, if requested by CAGBC, must participate in, and comply with the terms of any performance management process, for information or feedback arising out of or about the performance management process.

3.1.5 Information in RFP Only an Estimate

CAGBC and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.7 Proposal to be Retained by CAGBC

CAGBC will not return the Proposal, or any accompanying documentation submitted by a Proponent.



3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CAGBC makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. The Agreement to be negotiated with the Successful Proponent will not be an exclusive contract for the provision of the described Deliverables. CAGBC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and should report any errors, omissions or ambiguities, to the RFP Contact, prior the Deadline for Questions. CAGBC is under no obligation to provide additional information, and CAGBC is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CAGBC is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum. If CAGBC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFP.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CAGBC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CAGBC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating Proposals, CAGBC may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. CAGBC may revisit, re-evaluate and rescore the Proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by CAGBC and a Proponent, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in



subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CAGBC in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

CAGBC may disqualify a Proponent for any conduct, situation or circumstances, determined by CAGBC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

CAGBC may disqualify a Proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CAGBC determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Proponent.



3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of CAGBC; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

CAGBC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CAGBC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of CAGBC

All information provided by or obtained from CAGBC in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of CAGBC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from CAGBC; and
- (d) must be returned by the Proponent to CAGBC immediately upon the request of CAGBC.

3.5.2 Confidential Information of Proponent

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CAGBC. The confidentiality of such information will be maintained by CAGBC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by CAGBC to advise or assist with the RFP process, including the evaluation of Proposals. If a Proposal has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.



3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor CAGBC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and CAGBC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CAGBC to enter into an agreement for the Deliverables.

3.6.4 General Rights of CAGBC

CAGBC may, in its sole discretion:

- (a) reject any or all of the Proposals;
- (b) reject the resources/team members proposed in a Proposal and, if not satisfactorily substituted, reject the Proposal;
- (c) accept any Proposal;
- (d) if only one Proposal is received, elect to accept or reject it or enter into negotiations with the Proponent;
- (e) if only one Proposal successfully passes Stages 1 and 2 of the evaluation process, elect to accept or reject it or enter into negotiations with the Proponent;



- (f) elect to discontinue the RFP process at any time before the end of the RFP process, including after the identification of a Successful Proponent but before the execution of the Agreement;
- (g) alter the RFP Timetable, the RFP process, or any other aspect of these RFP Documents; and
- (h) cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]



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APPENDIX A – FORM OF AGREEMENT

The Proponent should refer to Section 1.2 regarding the CAGBC's standard Master Services Agreement found at this link: <https://www.cagbc.org/CAGBC-Standard-Terms-and-Conditions-Version-TC08312022>



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CAGBC and the Proponent unless and until CAGBC and the Proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out in its Proposal.

4. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.



5. Addenda

The Proponent is deemed to have read and taken into account all addenda issued by CAGBC prior to the Deadline for Issuing Addenda.

6. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The Proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Proposal; **AND** (b) were employees of CAGBC within twelve (12) months prior to the Submission Deadline.

If the box is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:



8. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by CAGBC to the advisers retained by CAGBC to advise or assist with the RFP process, including with respect to the evaluation this Proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.



APPENDIX C – PRICING FORM

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested in Appendix C – Pricing Form (in excel format). The completed Pricing Form is to be submitted as File 2 separately.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth forty (40) points of the total final evaluation score. The proposed Blended Financial Audit Services Fee will be scored based on a relative pricing formula. Each Proponent will receive a percentage of the total possible points allocated to the Blended Financial Audit Services Fee, as calculated in accordance with the following formula:

Lowest Blended Financial Audit Services Fee divided by Proponent's Blended Financial Audit Services Fee multiplied by weighting (40) points = Proponent's pricing points

3. Required Pricing Information

The Proponent **must** submit the Appendix C – Pricing Form excel sheet (Tab 1). Proponent **must** complete highlighted cells in the Appendix C – Pricing Form (Name of tab: Blended Financial Audit Fee) with the required information. Failure to do so will result in the Proponent's Proposal receiving no further consideration in the evaluation process.

IMPORTANT: Any highlighted cells not completed will result in automatic disqualification of the Proponent. Proponents are encouraged to submit questions to the RFP Contact Person prior to the Deadline for Questions should they need clarification.



APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

1. Intent of RFP Process

CAGBC is seeking a firm to provide Financial Audit Services, as described below (the “Services”).

2. Services – Financial Audits

Audit of CAGBC annual financial statements for the fiscal year ending 31 December for a 5-year term, subject to an initial review and appointment of the Financial Auditor by Members of CAGBC at CAGBC’s Annual General Meeting, followed by an annual review process and re-appointment of the Financial Auditor by Members of CAGBC at CAGBC’s Annual General Meeting.

These audits are to be performed in accordance with generally accepted auditing standards and the financial statements are to be prepared in accordance with Canadian accounting standards for not-for-profit organizations, and include the following:

- Develop an audit plan identifying key milestone and deliverables that address CAGBC’s operating cycle
- Completion of the audit of annual statements and summary financial statements.
- Translation of summary financial statements to French.
- Prepare the notes to the financial statements.
- Preparation and submission of
 - T2 – Corporation Income Tax Return and Schedules.
 - T1022 – Non-Profit Organization (NPO) Information Return.
- Complete, submit and present the audit findings and draft financial statements to
 - The Audit and Finance Committee and
 - The Board of Directors.
- Attendance at CAGBC’s Annual General Meeting to respond to questions as required.
- Provide CAGBC with advance notice of any changes in legislation, accounting policies or accounting standards that may affect the presentation of the Financial Statements.

3. Project Schedule and Timeline:

All Services as described above shall be fully completed by the Successful Proponent in accordance with agreed upon milestones between CAGBC and the Successful Proponent during the Term of the Agreement.

B. MATERIAL DISCLOSURES

Not applicable



C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Proponents must complete Appendix B - Submission Form as part of its Proposals.

2. Pricing (Appendix C)

The Proponent must complete the Appendix C – Pricing Form information in accordance with the instructions contained therein.

D. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below:

Not applicable

E. PRE-CONDITIONS OF AWARD

The pre-conditions of award that apply to this RFP, are set out below.

1. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

CAGBC is committed to the highest possible standards for accessibility. The Successful Proponent must be capable to recommend and deliver, as appropriate for the Services, accessible and inclusive goods and/or Services, consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

2. Workplace Safety and Insurance

The Successful Proponent warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to CAGBC, upon request. The Successful Proponent further agrees to indemnify CAGBC for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Successful Proponent's failure to comply with any applicable workplace safety and insurance laws. CAGBC's main project objective is a healthy and safe work environment. CAGBC expects all its employees to work safely to adhere to this objective. Health and safety programs, policies and processes are considered essential to the development and maintenance of a healthy and safe work environment.



3. Insurance Requirements

The Successful Proponent shall be responsible for providing any and all insurance coverage that may be required for the undertaking of the Services and provide proof of the same to CAGBC, if requested, within five (5) Business Days upon notification by CAGBC. The Successful Proponent agrees that CAGBC shall be entitled, upon written notice, to require the Successful Proponent to name CAGBC as an additional insured on its liability policy and to provide CAGBC with a copy of such Policy confirming the endorsement.

F. RATED CRITERIA

Proposals will be evaluated based on only the information provided. No assumptions should be made that CAGBC has knowledge of the Proponents, their experience, expertise, and performance on projects other than those submitted. CAGBC reserves the right in its sole discretion to contact any Proponent after closing to seek clarification of the submission without being obligated to seek clarification from any or all other Proponents. Proponents are strongly encouraged to review the rated criteria and ensure the minimum information is provided in their Proposal. Proponents are encouraged to keep their submissions succinct, clear and in an easy-to-read format that responds to the rated criteria below.

The Section H.1 – Scoring Scale will be utilized for the evaluation of the Stage 2.

G. EVALUATION PROCESS TABLE

CAGBC's evaluation of Proposals is guided by the following stages, categories, weightings, and descriptions found below.

Evaluation and Proposal Requirements

STAGE 1: Mandatory Submission Requirements (Pass /Fail)	
<p>Proponents <u>must</u> receive a PASS in Stage 1 to proceed to Stage 2.</p> <p>To receive a PASS in this evaluation stage, the Proponent's Proposal <u>must</u> be complete and compliant with the Mandatory Submission Requirements indicated below.</p>	
<p>1. Technical Proposal (includes response to the Technical Proposal Requirements)</p> <p>Submission File 1: Technical Proposal - File 1 must include the submission requirements for Stage 1 and Stage 2.</p> <p>IMPORTANT: The Technical Proposal File 1 – must not contain Financial Proposal pricing information or the Proponent's Proposal will be disqualified.</p> <p>The Technical Proposal is not to exceed forty five (45) pages, not including the cover page, table of contents, Annex A - Reference Assignment Description Forms; and Appendix B – Proposal Submission Form. CAGBC will not review any pages in excess of the stipulated forty five (45) pages.</p>	PASS



<p>2. Financial Proposal (submitted in excel format as a separate file)</p> <p>Submission File 2: Financial Proposal</p>	PASS
<p>3. RFP Proposal Submission Form (satisfactorily completed and signed, presenting no risks to CAGBC), Appendix B.</p>	PASS
<p>STAGE 2: Technical Proposal Evaluation (60 points)</p>	
Rated Criteria	Maximum Points
To score maximum points, Proponents should be fully responsive to all Rated Criteria.	
Section A: Corporate Profile & Experience Delivering Services	25
Section B: Reference Assignment Descriptions	10
Section C: Approach to Deliver the Financial Audit Services	20
Section D: Value Add Services	5
<p>Section A: Corporate Profile & Experience Delivering Services</p> <p>A1: Provide the Proponent's firm background, including the following:</p> <ul style="list-style-type: none"> a) Provide the legal name of the Proponent and a brief history including the year the firm was established, and the number of years of operation, and the core competencies and services delivered by the Proponent. (3 points) b) A brief financial history of the Proponent with confirmation of its financial stability over the last five (5) years (2018-2023). (2 points) <p><i>Proponents, please follow this guidance if the Proposal is presented as a potential joint venture or partnership between two or more partners or companies: Guidance – Please provide the information requested from this Section A: Corporate Profile for the joint venture parties along with the areas of services covered by these parties, so as to score maximum points. In addition, if Proponents submitting a Proposal with one or more companies or partners should identify one primary contact.</i></p> <p><i>For clarity, Proponents are to note that the successful Financial Auditor will not be permitted to sub-contract any part of the Financial Audit Services.</i></p>	5
<p>4. A2: Describe the Proponent's experience delivering the specified Financial Audit Services as set out in Appendix D, RFP Particulars, Services – Financial Audits.</p> <p>To receive maximum points:</p> <ul style="list-style-type: none"> • The Proponent should demonstrate at least five (5) years' experience delivering Financial Audit Services, similar to the scope set out in Appendix D, RFP Particulars, Services – Financial Audits; and • The Proponent should identify at least two (2) clients to whom they have delivered the 	5



<p>Financial Audit Services.</p> <ul style="list-style-type: none"> The Proponent should demonstrate experience with government funded projects, and not-for-profit organizations. 	
<p>A3: Provide an outline of the Proponent's review approach(es) and tools that may be utilized by the Proponent during the provision of the Financial Audit.</p>	5
<p>A4: Identify and provide curriculum vitae for the Proponent's proposed professional staff (partner, manager, senior staff, field staff, etc.) who will be assigned to CAGBC, including:</p> <ul style="list-style-type: none"> Professional certifications or designations for each proposed staff member; Availability of and commitment to provide proposed senior resources throughout the year; Demonstration of the proposed staff members' experience and knowledge performing the role for which they are proposed; Demonstration of in-depth knowledge of Canadian accounting and auditing standards, especially as such knowledge applies to not-for-profit organizations; Previous work assignments or engagements demonstrating extensive experience in both Financial Audit Services. Proponents should specify which of the proposed staff members have been involved in such work assignments or engagements, indicating their specific role(s). 	10
<p>Section B: Reference Assignment Description</p>	10 points
<p>B1: Provide two (2) relevant Reference Assignment Descriptions, completed in the last five (5) years for the Proponent.</p> <p>The Reference Assignment Descriptions should demonstrate the Proponent's experience delivering the Financial Audit Services, using the Reference Assignment Description Form provided in Annex A.</p> <p>Proponents should indicate which of their proposed Team Members also worked on the Reference Assignments, including their specific roles.</p> <p>Each Reference Assignment Description has an assigned maximum point weighting of -5 points. To score maximum points, each Reference Project should demonstrate relevance, meaning:</p> <ul style="list-style-type: none"> Alignment to the Financial Audit Services being requested in the RFP; Delivery of services to not-for-profit organizations; Some or all of the proposed Team Members' involvement in delivering the services; and Completed in the last five (5) years. 	10
<p>Section C: Approach to Deliver the Financial Audit Services</p>	20 points
<p>C1: Provide an audit workplan which should include:</p>	10



<ul style="list-style-type: none"> The Proponent's understanding of the Financial Audit Services being requested under the RFP, audit approach to be used to gain an understanding of CAGBC's structure and systems; A detailed project schedule identifying key milestone and deliverables that address CAGBC's operating cycle, as well as key proposed staff and tasks assigned, and demonstrates a commitment to meet CAGBC's critical deadline; A description detailing how the Proponent plans to communicate with CAGBC deliverables and the frequency of status updates to CAGBC during its delivery of the Financial Audit services; A description detailing all quality controls that are performed or are built into the audit work to be performed in the delivery of the Financial Audit Services; A description of the approach to post-audit/management letters; and A description to resolution of accounting and disclosure issues. 	
C2: Describe the quality control plan that the Proponent plans to use to monitor and deliver the Services scope successfully.	5
C3: Continuity planning and knowledge transfer in the delivery of the Financial Audit services are important to CAGBC. Provide your approach to continuity planning and knowledge transfer for senior audit staff. Detail how you will ensure continuity (from year to year) and knowledge transfer of such staff assigned to CAGBC's account.	5
Section D: Value Add Services	5
D1: The Proponent should Include any items, services, and/or innovative concepts that would be brought that would be value add to CAGBC. Some examples of items for consideration may include: advisory services on "routine" matters, staff assistance, workshops or seminars and/or publications relating to income tax, sales tax, employee benefits, internal benefits, internal audit, management issues, cash management, federal and provincial budget reviews, cybersecurity, risk management, technology, etc.	5
Stage 2 - Technical Proposal Evaluation Point Total Minimum Scoring Threshold is 45 out of 60 points (75%)	
<p>Proponents who have met the minimum scoring threshold will proceed to the Stage 3 – Financial Proposal Evaluation.</p> <p>In the event that fewer than three (3) Proponents achieve the minimum scoring threshold stipulated in Stage 2 to proceed to Stage 3, CAGBC will proceed with one of the following options:</p> <ol style="list-style-type: none"> proceed with fewer than three (3) Proponents; lower the minimum scoring threshold; or cancel the procurement process as it deems appropriate. <p>If the option to lower the threshold, as stated above in (ii), is selected, CAGBC will reduce the minimum scoring threshold by increments of 5% to not lower than 65%, to allow Proponents to proceed further in the evaluation process until the top six (6) Proponents are identified to proceed to Stage 3.</p>	60 points



Stage 3: Pricing Evaluation		(40 points)
<p>The Proponent <u>must</u> submit the Appendix C – Pricing Form Excel sheet separately (File 2).</p> <p>The maximum score (points) that may be awarded to a Proponent will be 40 points.</p> <p><u>Financial Evaluation Formula:</u> For the evaluation of the Blended Financial Audit Services Fee: CAGBC will evaluate each Proponent's Blended Financial Audit Services Fee (cell C6, Tab: Blended Financial Audit Fee) applying the relative formula below:</p> <ul style="list-style-type: none">Lowest Blended Financial Audit Services Fee divided by Proponent's Blended Financial Audit Services Fee multiplied by 40 points = Proponent's Pricing score		40
Stage 4: Evaluation Total & Ranking Process		(100 Points)
<p>For Proponents that satisfy all mandatory and minimum scoring threshold requirements: their received technical and financial proposal evaluation scores, will be added together, and a total score will be produced for each Proponent out of 100 points.</p> <p>Based on the Proponents' total scores, a ranked list will be generated for the Services in descending order from highest to lowest.</p>		100
Total		100



H. SCORING SCALE

1. CAGBC's Stage 2 – Rated Criteria Evaluation of Proposals will utilize the scoring scale found below.

Rating	Description	Description Definition
5	Excellent	Response fully meets CAGBC's requirements and demonstrates a complete understanding of the services required.
4	Good	Response meets the majority of CAGBC's requirements and demonstrates a good understanding of the services required.
3	Adequate	Response partially meets CAGBC's requirements and demonstrates some understanding of the services required.
2	Weak	Response falls short of meeting CAGBC's requirements and demonstrates a limited understanding of the services required.
1	Poor	Response is unacceptable or presents on a statement of compliance with no substantiation to meet CAGBC's requirements and demonstrates a lack of understanding of the services required.
0	Unsatisfactory	Non-responsive



ANNEX A – REFERENCE ASSIGNMENT DESCRIPTION FORM

Proponent's Reference Assignment #1 for Financial Audit Services

Assignment Name:	
Assignment Details:	
Proponent's Contract Value (\$):	
Client/Company Name:	<input type="checkbox"/> Client is a not-for-profit organization (click if this applies)
Client Address:	
Client Contact Name: Client Email:	
Client Contact Telephone Number:	
Date Assignment Undertaken: month/year-month/year	
Proponent's Assignment Deliverables indicating relevance to required CAGBC Services:	
Proponent's team members who worked on this Reference Assignment and who have been proposed for this RFP (if any): Please include the Name – Previous Role for each team member on the Reference Assignment	
Were there challenges encountered during this Reference Assignment? If so, how did your team overcome them?	



Proponent's Reference Assignment #2 for Financial Audit Services

Assignment Name:	
Assignment Details:	
Proponent's Contract Value (\$):	
Client/Company Name:	<input type="checkbox"/> Client is a not-for-profit organization (click if this applies)
Client Address:	
Client Contact Name:	
Client Email:	
Client Contact Telephone Number:	
Date Assignment Undertaken: month/year-month/year	
Proponent's Assignment Deliverables indicating relevance to required CAGBC Services:	
Proponent's team members who worked on this Reference Assignment and who have been proposed for this RFP (if any): Please include the Name – Previous Role for each team member on the Reference Assignment	
Were there challenges encountered during this Reference Assignment? If so, how did your team overcome them?	