

REQUEST FOR PROPOSALS

For Financial Audit Services

RFP No. RP213-2017-02

ISSUE DATE:	Friday April 21 st , 2017
DEADLINE FOR PROPONENT ENQUIRIES	Monday May 8 th , 2017
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Wednesday May 10 th , 2017
PROPOSAL SUBMISSION DEADLINE	Tuesday May 16 th , 2017 by no later than 3:00pm (Toronto Local time)
INTERVIEWS	Week of Tuesday May 22 nd , 2017

PROPONENT ENQUIRIES only by e-mail to:
procurement@partnershipagainstcancer.ca

****Proponents should reference this RFP number (RFP No. RP213-2017-02) in the subject line of their correspondence****

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History of the Partnership

The Canadian Partnership Against Cancer (the Partnership) works with Canada's cancer community to reduce the burden of cancer through co-ordinated system-level change. Grounded in and informed by the experiences of those most affected by cancer, the organization plays a unique role working with partners to support multi-jurisdictional uptake of the knowledge emerging from cancer research and best practices in order to optimize cancer control planning and drive improvements in quality of practice across the country. Partners include provincial and territorial cancer programs; federal organizations and agencies; First Nations, Inuit and Métis organizations; national health and patient organizations; and individual experts who provide strategic cancer control insight and advice from both patient and professional perspectives.

Through sustained effort and a focus on the full cancer continuum from prevention and treatment through to survivorship and end-of-life care, the Partnership supports the collective work of the broader cancer control community in achieving long-term outcomes that will have a direct impact on the health of Canadians: reduced incidence of cancer, less likelihood of Canadians dying from cancer, and an enhanced quality of life of those affected by cancer. For more information, visit partnershipagainstcancer.ca. The Partnership is also the driving force behind cancerview.ca, which connects Canadians to cancer control services, information and resources. The Partnership is funded by Health Canada, under a Contribution Agreement.



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1.0 INSTRUCTION TO PROPONENTS

1.1 *Invitation to Proponents*

This Request for Proposals ("RFP") is an invitation to suppliers/vendors (the "Proponents") to submit proposals (the "Proposals") for the services and deliverables briefly described in Schedule A (the "Deliverables"). This RFP is issued by the Canadian Partnership Against Cancer (the "Partnership"), a not-for-profit corporation funded by Health Canada.

1.2 *Enquiries*

Proponents should forward all enquiries and other communications, via e-mail only to:

procurement@partnershipagainstcancer.ca

All enquiries should be made via e-mail to the e-mail address above and enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by the Partnership will be disclosed to all Proponents by way of an Addendum.

All enquiries and communications should be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.

1.3 *Proposal Submission*

Proponents should submit their Proposals in two separate parts. The financial part will contain the price portion of the Proposal using the Pricing Sheet, in Schedule C. The technical part of will contain the rest of the Proposal. Each part should be submitted in separate sealed package or electronic file in accordance with the instructions in this section.

Proponents should submit seven (7) printed hard copies of the Proposal with original signatures, packaged in a sealed envelope and labelled with the Proponent's name and address, delivered to the address below before the Proposal Submission Deadline set out in Section 1.7:

Canadian Partnership Against Cancer Corporation
1 University Ave, Suite 300
Toronto, ON M5J 2P1
Attention: Teresa DeFrenza



Proponents should also submit one electronic copy in Microsoft Word format or portable document format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: procurement@partnershipagainstcancer.ca

Proposals submitted in any other manner may not be accepted.

In the event of conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the electronic copy of the Proposal shall prevail. **Both the hard copy and electronic copy should be submitted before the Proposal Submission Deadline.** Failure to deliver either the hard or electronic copy to the Partnership, before the Proposal Submission Deadline may result in disqualification. It is the sole responsibility of the Proponent to ensure the hard copy and the electronic copy are received by the Partnership, before the Proposal Submission Deadline.

1.4 Agreement for Deliverables

The Proponent to submit their form of Agreement (which includes terms and conditions) for the Partnership's review and consideration.

1.5 Contract Period

It is the Partnership's intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of up to 5 years (**subject to the annual reappointment**), with an option in favour of the Partnership to extend the Agreement on the same terms and conditions for an additional two (2) terms of up to two (2) years each.

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

The Partnership makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables.



1.7 RFP Timetable and Process

The following is the schedule for this RFP:

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1.8 Submission Requirements

The Proposal should include:

- a) an executive summary;
- b) a summary of the Proponent's understanding of the requirements and strengths of the proposal;
- c) a description of the relevant qualifications and experience of the Proponent organization and each candidate proposed for each key role;
- d) names and resumes of the candidates proposed for each key role;
- e) references for three similar organizations (excluding the Partnership) audited by the Proponent organization within the last three years (Schedule D Form 1);
- f) references demonstrating relevant experience for persons fulfill key roles; but, at minimum the Engagement Partner and Audit Manager;
- g) a description of the proposed team structure, key roles and reporting relationships;
- h) a description of the proposed audit approach which at a minimum addresses how risk will be assessed and materiality will be determined; and
- i) Proponent to submit their form of Agreement (which includes terms and conditions) for the Partnership's review and consideration.

Failure to include any required components of the Proposal, as listed above may result in disqualification of the Proposal (see Section 1.9.1).



1.9 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of the Partnership and may include external advisors (the “Evaluation Committee”).

1.9.1. Mandatory Criteria

First, the Partnership will evaluate Proposals for compliance with the following Mandatory Criteria:

MANDATORY FORMS:
Form of Offer (Schedule B)
Pricing Sheet (Schedule C)
References (Schedule D)

Any Proposal that does not meet the Mandatory Criteria may be disqualified. If a proposal is disqualified, it will not be further evaluated.

1.9.2. Rating Criteria

Next, the Partnership will evaluate and score Proposals based on the following rating criteria:

Evaluation Criteria	Weights	Minimum Required Score
Sufficiency of Audit Firm Services <ul style="list-style-type: none"> The lead engagement partner and audit team have the necessary knowledge and skills to meet the Partnership’s audit requirements and Not for Profit experience Proponent has a good process to ensure sufficient resources are assigned to complete the work in a timely manner Demonstrates effective communication with Finance and Audit Committee and management 	20%	
Independence, Objectivity and Professional Skepticism <ul style="list-style-type: none"> Demonstrated ability for independence including safeguards to detect independence issues 	20%	



<ul style="list-style-type: none"> • Demonstrated ability to address differences in views between management and the auditors • Demonstrated commitment to addressing Canadian Public Accountability Board (CPAB) inspection findings 		
<p><u>Quality of Services Provided</u></p> <ul style="list-style-type: none"> • Demonstrated communication and responsiveness with clients • Demonstrated track record of delivering audit services on time and on budget that meet client objectives • Demonstrated ability to proactively identify opportunities and risks • Delivers value for money 	20%	
<p>Interview</p> <ul style="list-style-type: none"> • Proponents submitting a Proposal in response to this RFP that are short-listed will be required to attend a meeting to discuss their Proposal and provide a presentation of past services that are most relevant to the Partnership's objectives 	20%	
Price (see Section 1.10 below)	20%	
Total	100%	65

NOTE: The Partnership reserves the right to revise the minimum required score threshold, if not enough Proposals have met the threshold.

1.9.3. Stages of the Proposal Evaluation

The Partnership may conduct the evaluation of Proposals in the following three (3) stages:

Stage I

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Partnership, be disqualified and not be evaluated further.

Stage II

Stage II may consist of a scoring by the Partnership of each qualified Proposal on the basis of the rating criteria. The Partnership will shortlist the top scoring Proposals and their respective Proponent organizations will be



invited to an interview at the Partnership offices. Interviews to be scheduled, at a time that is convenient for the Partnership.

Stage III

Upon completion of Stage II for all Proposals, the sealed pricing envelope provided by the Proponent(s) that meet the Minimum Required Score will then be opened and Stage III may consist of a scoring of the pricing submitted. The evaluation of price may be undertaken after the evaluation of mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

The formula to be used for scoring price is as follows:

$S = MP \times L / P$, where:

S = the price score for the Proposal being evaluated;
MP = the maximum points awarded for price;
L = the price of the lowest price remaining Proposal; and
P = the price of the Proposal being scored.

Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Partnership, the highest scoring Proposal will be selected and the Proponent of that Proposal will be invited to enter into the Agreement in accordance with Sections 1.4, 1.5 and 2.13.

The Partnership intends to award an Agreement to the Proponent who submits the most advantageous Proposal to the Partnership as determined by the Partnership through the evaluation process.

The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there should be a full and complete understanding of the engagement to be provided, demonstrated through the Proposal as presented. It is the intention of the Partnership to enter into an Agreement with the Proponent providing the best value to the Partnership as identified through the evaluation process.



If no Proponents demonstrate appropriate qualifications or experience, the Partnership may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Proponents.

1.10 *Pricing and Timing*

Please submit the price for these services (both fees and expenses). The Proponent should assume that it is required to supply all necessary professional staff to undertake the engagements. The Proponent shall provide *a firm maximum ceiling price* for the assignment on an annual basis for the length of the contract period in Section 1.5. The Proponent should submit pricing (Schedule C) in a separate sealed package or separate electronic file from the rest of the Proposal (see Section 1.3).

1.11 *AODA Compliance Legislation*

As part of its response to this RFP, a Proponent may describe, where applicable all measures that the Proponent intends to implement or make available in order that the Deliverables provided in response to this RFP be in compliance with applicable standards under the Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”) and its regulations, including but not limited to (i) any training that has been, or will be, provided to Proponent’s staff; and (ii) all policies implemented by the Proponent in respect of the AODA and its regulations. The Agreement shall require that the successful proponent provide all deliverables in accordance with AODA and its regulations.



2.0 SUPPLEMENTARY TERMS AND CONDITIONS

The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

2.1 *All New Information to Proponents by way of Addenda*

This RFP may be amended only by a written addendum (an “**Addendum**”) in accordance with this section. If the Partnership, 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 made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. **It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP.** The Partnership will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

2.2 *Ownership of Proposals*

All information obtained by the Partnership from Proponents in connection with this RFP will remain with the Partnership and be retained for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by the Partnership if permitted or required by law.

2.3 *Governing Law of RFP Process*

The RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.4 *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 where that request was made. Proponents responding to the RFP should provide additional information related to contacts and their corporate identity and status.

- The Proponents must submit a signed Form of Offer in the form of Schedule B with its Proposal.
- The Proponent should identify a single point of contact through which all communications from the Partnership will be channeled.



- Corporate information and signing authority: The legal status (incorporation, partnership, etc.) and registered legal name of the Proponent must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Proponent's signing authority for the Agreement. Proponents should also include their HST number or the relevant information required for taxation purposes.

2.5 *Proponents Shall Bear Their Own Costs*

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

2.6 *Communication after Issuance of RFP*

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities, and may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2, before the Deadline for Proponent Enquiries set out in Section 1.7. No such communications are to be directed to the Partnership in any other manner. It is the responsibility of the Proponent to seek clarification from the Partnership on any matter it considers to be unclear. The Partnership is under no obligation to provide additional information; but, may do so at its sole discretion.

2.7 *Partnership May Seek Clarification and Incorporate Response into Proposal*

The Partnership reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. The response received by the Partnership from a Proponent shall, if accepted by the Partnership, form an integral part of that Proponent's Proposal. The Partnership reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. If the Partnership receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Partnership to be inaccurate, incomplete, faulty or misleading, the Partnership reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

2.8 *RFP Incorporated into Proposal*

All of the provisions of this RFP and its schedules are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.



2.9 Confidentiality

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

- is the sole property of the Partnership and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to the Partnership immediately upon the request of the Partnership.

2.10 Disqualification

The Partnership may disqualify a Proposal on grounds of faulty submission, improper conduct or provision of inaccurate or misleading information by the Proponent.

2.11 Reserved Rights

The Partnership, without liability, cost or penalty reserves the right to:

1. amend or supplement this RFP at any time prior to five (5) calendar days before the Proposal Submission Deadline;
2. reject any or all Proposals in its absolute discretion;
3. make public the names of any or all Proponents;
4. verify with any third party any information set out in a Proposal;
5. check references other than those provided by any Proponent;
6. disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
7. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
8. accept any Proposal in whole or in part;
9. accept Proposals from more than one Proponent;
10. cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
11. adjust the scoring of or reject a Proponent's Proposal on the basis of:
 - (i) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the information provided by a Proponent pursuant to the Partnership exercising its clarification rights under this RFP process; or
 - (iv) other relevant information that arises during this RFP process; or



12. waive formalities and accept Proposals that substantially comply with the requirements of this RFP.
13. This RFP is not an offer to enter into a bidding contract (often referred to as "Contract A") or a contract to carry out the services contemplated in this RFP (often referred to as "Contract B"). Neither this RFP nor the submission of a response nor its receipt by the Partnership shall create any contractual rights or obligations whatsoever on either the Partnership or any Proponent, nor oblige the Partnership in any manner whatsoever.

2.12 *Bait and Switch*

By submitting a Proposal the Proponent agrees and acknowledges that it will provide for the duration of the Agreement, the full complement of staff required to perform the work of the engagement, including the specific individuals identified in its Proposal.

The Proponent agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to the Partnership's RFP. These key personnel shall remain assigned for the duration of the engagement, unless otherwise agreed to in writing by the Partnership. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. The Partnership shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the engagement. The Partnership shall not unreasonably withhold approval of staff changes.

2.13 *Execution of the Agreement*

In addition to all of the Partnership's other remedies, if a selected Proponent fails to execute an Agreement or satisfy any other applicable conditions within one hundred twenty (120) days after notice of selection, the Partnership may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

2.14 *Negotiations*

The Partnership may award a contract on the basis of initial Proposals received, without discussion. Therefore, Proponents' Proposals should contain the Proponents best terms/information, including all required documentation.

The Partnership reserves the right to enter into discussions/negotiations with the preferred Proponent. The Partnership has the right, as part of the discussion/nego-



tiation to negotiate changes, amendments or modifications to the Proposal as submitted, without offering other Proponents the opportunity to amend their Proposals. There shall not be a binding contract unless and until the Partnership and the Proponent have entered into the agreement for the provision of the services contemplated in this RFP on terms and conditions acceptable to the Partnership and the preferred Proponent, at which time the preferred Proponent shall become the successful Proponent.

If for any reason, the Partnership is unable to negotiate a successful contract with the selected Proponent, the Partnership may terminate the negotiations and may either terminate the RFP process or proceed to enter into negotiations with another Proponent, who shall thereupon become the selected Proponent. This process would continue until a contract has been executed, the RFP process is terminated or the Proponents have been rejected.



SCHEDULE A - Services and Deliverables

Background

The Partnership marked the beginning of its third mandate on April 1st, 2017 and has continued federal funding by Health Canada under a Contribution Agreement. The Partnership is seeking to engage a Financial Audit firm to provide Financial Audit Services. The Proponent will be required to provide audit services for the Partnership with fiscal year end of March 31st, starting with the fiscal year end March 31st, 2018.

The RFP is an invitation to submit offers for the provision of items as listed below:

1) Financial audit services

- Financial Statement Audit & Audit Report;
- Post Audit Review & Management Letter; and
- Attendance at Finance and Audit Committee Meetings
- Advice on financial matters from time to time.

The Proponent must have experience with providing audit services to organizations of similar size, as well as organizations in the same or similar industries. There should also be demonstrated experience and expertise in the application of Canadian accounting standards for organizations similar to that of the Partnership.

The Proponent must commit to ensuring continuity of key audit team members.

Prior to the commencement of an audit, the Proponent will prepare an engagement letter addressed to the Finance and Audit Committee outlining and explaining the services to be performed, which should include an explanation of the audit scope, approach and test procedures to be performed.

The Proponent will be required to examine the financial records, systems and controls in accordance with Canadian Generally Accepted Auditing Standards.

The Proponent will provide written audit reports with an audit opinion on the financial statements as prepared by management in accordance with Canadian Accounting Standards for Not-for-Profit organizations. The Proponents report should be suitable for printing within the financial statements and be addressed to The Board of Directors.

The audits must be completed and the associated audit reports issued in English and French for distribution in late May, for an early June annual Board Meeting.



The Proponent must complete and present a final year-end report to the Finance and Audit Committee once the audits of the financial statements are substantially completed explaining the associated audit opinions and audit findings.

The Proponent will review the information contained in the Partnership's Annual Report prior to its release.

The Proponent will ensure all new or changed reporting requirements and auditing standards are communicated, in writing, to ensure that financial statements and notes prepared by management are in compliance with current reporting requirements and auditing standards.

The Proponent will provide advice and consultation throughout the year on matters relating to finance and accounting as it pertains to the Partnership and updates to Canada Revenue Agency (CRA) and other regulations pertaining to the Partnership's business.

The Deliverables must be performed exclusively by the Proponent and the Proponent may not delegate, assign or subcontract any of the proponent's obligations to any other person, firm or corporation without prior written approval.

- 2) **Special engagement audit services related to the Partnership's partner based audit framework as requested from time to time, based on CAS 805.**
- 3) **Expert advice on Non-for-Profit taxation including but not limited to employee, corporate tax, excise tax and taxation matters related to First Nations, Inuit and Métis peoples.**

Audit Support to be provided by the Partnership Staff

The Partnership aims to ensure it receives a quality audit and services at a reasonable cost. Accordingly, the Finance Team is prepared to provide reasonable assistance as required by the auditor. Such assistance would include the following:

- Preparation of working papers
- Preparation of financial statements, including notes
- Preparation of accounting schedules and reconciliations
- Location of documentation supporting transactions selected for testing
- Access to key financial staff available to assist during the audit
- Other reasonable assistance as required by the auditor.



Key Audit Dates

The key audit dates are as follows and while based on current information, are subject to revision:

- Year end March 31st of each year
- Audit Planning prior to March
- Audit commences around Mid-May of each calendar year
- Audit concludes and audit report finalized around of the final week of May of each calendar year
- Meet with Finance and Audit Committee in the beginning of June of each calendar year
- May be requested to attend the Annual General meeting - June of each calendar year

Key Operating Information

- Accounts payable (FY 2015/16) - 294 private sector vendors, 68 public sector partners, 820 employees & meeting participants; over 4200 cheques and under 100 EFTs; In terms of value, public sector partner payments are about 75% and vendor payments are 20% and the rests are related to employees and meeting participants expense reimbursements.
- Accounts receivable - Currently not using A/R module. A/R account is used for ad hoc recoveries and other receivables.
- Annual Budget & Spending - Health Canada funding for the 2nd mandate (FY 2012/13-FY 2016/17) is \$241M and for the 3rd mandate (FY 2017/18-FY 2021/22) is \$237.5M with the \$39.9M for FY 2017/18. The annual funding will be increased gradually for the next 4 years up to \$52.5M in FY 2021/22. Other sources of funding for the 2nd mandate was \$1.2M from Heart and Stroke Foundation of Canada.
- Full time employment Staff - 127 FTE (current)



SCHEDULE B - Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

To the Canadian Partnership Against Cancer:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other relevant name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is governed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

(e) The Proponent is:

Proponents must select one of the following choices.

- an individual {Provide HST/GST #}
- a sole proprietorship {Provide HST/GST #}
- a corporation {Provide HST/GST #}
- a partnership {Provide HST/GST #}
- a joint venture {Provide HST/GST #}
- an incorporated consortium {Provide HST/GST #}
- a consortium that is a partnership {Provide HST/GST #}
- other legally recognized entity: {Specify type, provide HST/GST # or state "N/A".}

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the



Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, and offers to provide the Deliverables in Schedule A in accordance therewith at the price set out in the Pricing Sheet at Schedule C.

3. Mandatory Forms

(a) The Proponent encloses herewith as part of the Proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Schedule B)		
Pricing Sheet (Schedule C)		
References (Schedule D)		

4. Price

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

5. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None" .}

6. Bid Validity

The Proponent agrees that its Proposal shall be valid for ninety (90) days following the Proposal Submission Deadline.

7. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.



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 information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or
 - iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations under the Agreement, the supplier'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 judgment; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

Proponents must choose one of the following two options:

The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

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. The details of the actual or potential Conflict of Interest are as follows:

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 if required by order of a court or tribunal. The Proponent hereby consents to



the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Execution of Agreement

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute an Agreement.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date: I have authority to bind the Proponent.



SCHEDULE C - Pricing Sheet

The Proponent must provide a quote of estimated hours required to complete the audit services and corresponding rates (excluding tax) for each year of a five (5) year engagement period. The financial Proposal shall include:

- Total fee for each year of the 5 year period
- Breakdown of hourly rates associated with any services
- Listing of any additional fees and disbursements
- Notation of any additional services listed in the fee Proposal

Additional Expenses

Please provide a list of all additional expenses including but not limited to: administrative costs, out of pocket expenses, transportation, food etc.

Total Proposed Price (Agreement Ceiling Price for fees) \$

This Proponents Submission is made entirely in accordance with **RP213-2017-02** by your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the same manner as had such terms and conditions appeared above your signature, and that you have the authority to bind the Proponents.

Signature of Proponent representative:
Name and Title of Proponent representative:
Date:
I have authority to bind the Proponent.



SCHEDULE D - Reference Form

Form D1

Each Proponent should provide references from three (3) different clients (excluding the Partnership) who have obtained engagements similar to those required in this RFP from the Proponent within the last three (3) years.

The Partnership is not required to contact all references provided by the proponent. In addition, references other than those provided by the proponent (including but not limited to Partnership staff) may be contacted to obtain additional information that will be used in evaluating the Proponent's past performance.

Past performance will be evaluated on a pass/fail basis. Items to be evaluated include but is not limited to the Evaluation Criteria in Section 1.9.2.:

Proponent: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	



Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Form D2**

*Each Proponent should provide references from two (2) different clients (excluding the Partnership) to whom each candidate proposed for a key role has provided services within the last three (3) years in key role such as e.g. **Lead Engagement Partner, Audit Manager.***

Please include in the Proposal a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.

Name of Candidate: _____
Proposed Role: _____

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	