



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 404-2020

REQUEST FOR PROPOSAL FOR EXTERNAL AUDIT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR EXTERNAL AUDIT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 14, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference call via Teams from 1:00 pm to 3:00 pm on July 22, 2020. Please email the Contract Administrator to receive the meeting link.

B3.2 The Proponent is advised that, at the Proponents' conference, the City will present further information about the City's operations, organizational structure, accounting systems and required deliverables.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the

same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.7 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.8 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.9 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.
- B7.10 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
 - (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
 - (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Audits (Section D), in accordance with B12;
 - (c) Understanding of City of Winnipeg and Audit Objectives (Section E) in accordance with B13; and
 - (d) Audit Approach and Work Plan (Section F) in accordance with B14.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in

the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. FEES AND OTHER SERVICE VALUE (SECTION B)

B10.1 The Proponent shall state a fixed fee in Canadian funds for the each of the line items identified on Form B: Prices and Other Service Value.

- B10.1.1 The Proponent shall state on Form B: Prices and Other Service Value, the following items:
- (a) for each report noted and in total, a firm quotation for the Work specified in E2 for each of 2020 through 2024;
 - (b) other service value (in \$); and
 - (c) an indication as to how fees for Service Value Work beyond that Work specified in E2 would be costed. This will indicate proposed hourly rates for partner, senior manager, audit manager, accountant, and other deemed relevant.
- B10.1.2 The lump sum prices stated on Form B: Prices shall be a fixed fee, and shall include all out of pocket expenses incurred by the Proponent.
- B10.2 Proponents should be aware that any expenditure beyond that quoted will require prior written approval of the Contract Administrator and will only be considered in cases where material changes have occurred to the City's requirements from the time of this Proposal. If it should transpire that less time is required to perform the audit than anticipated, it is expected that a reduction will be given.
- B10.3 Other Service Value is an opportunity for proponents to indicate to the City an amount (in \$) that the City can draw upon for other special services beyond that Work specified in E2 over the term of the agreement at the full discretion of the City.
- B10.3.1 It is anticipated that Other Service Value work will not exceed \$30,000 annually. Proponents are to state a value that does not exceed \$30,000 to which they are willing to provide as a service to the City at no additional cost.
- B10.4 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.5 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.6 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**
- B11.1 Proposals should include:
- (a) Information in sufficient detail for the City to evaluate the qualifications of the Proponent by providing:
 - (i) A profile of the firm including, but not limited to the following:
 - (i) size of the firm;
 - (ii) size of the firm's municipal audit group; and
 - (iii) description of the quality assurance, quality control, and peer review programs within the firm.
 - (ii) A list of Engagements similar in size, scope and relevance. Include:
 - (i) Indicate the type(s) of services performed, the number of years served for each and the local offices which served the client
 - (b) The firm's experience in providing auxiliary services to public sector clients by detailing the type of service provided, the client, and the local office providing this service.
 - (c) reference information (two current names with telephone numbers per engagement).
- B11.1.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE AUDITS (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Engagements.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Audits for audits of similar complexity, scope and value, including the principals-in-charge, Including but not limited to the following:

- (a) Individual capabilities, respective roles and availability;
- (b) Experience with PSAB accounting standards;
- (c) Relevant educational background and degrees including any specialized training over the past three years;
- (d) professional recognition;
- (e) job title;
- (f) years of experience in current position;
- (g) years of experience with existing employer;
- (h) Roles of each of the Key Personnel in the Audits should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable engagements in which they have played a similar role. If an engagement selected for a key person is included in B11, provide only the engagement name and the role of the key person. For other projects provide the following:

- (a) Description of engagement;
- (b) Role of the person;
- (c) Client;
- (d) Reference information (two current names with telephone numbers per engagement).

B13. UNDERSTANDING OF THE CITY OF WINNIPEG AND AUDIT OBJECTIVES (SECTION E)

B13.1 Proposals should provide a statement of understanding of the overall scope of the audit, including demonstrated understanding of:

- (a) the nature of the City of Winnipeg's services, operations and various business;
- (b) key issues facing the City of Winnipeg;
- (c) overall audit scope and objectives; and;
- (d) specific challenges that may exist.

B14. AUDIT APPROACH AND WORK PLAN (SECTION F)

B14.1 The Proposal should provide:

- (a) A statement of the Proponents understanding of the goals and objectives of the Work.
- (b) A detailed description of how the Proponent intends to achieve the goals and objectives of the project including:
 - (i) A brief description outlining why the specific audit approach has been recommended.
 - (ii) A brief description of any pending or proposed changes in accounting and audit standards and how they will be addressed in the audit plan;

- (iii) A summary of potential risks and issues and how they will be addressed by the proposed audit approach; and
 - (iv) A brief description of the deliverables and outcomes to be delivered as part of the engagement.
- (c) A detailed description of the general audit strategies and methodology employed, including but not limited to:
- (i) Approach to understand and document the City of Winnipeg's internal control structure;
 - (ii) Use of statistical sampling
 - (iii) Extent of use of Audit Department and other City resources
 - (iv) Approach to determining laws and regulations applicable to the audit;
 - (v) Auditing and sampling techniques to be utilized; and
- (d) An estimated timeline of the engagements, including dates of commencement, completion and other milestones.
- (e) A description of how you will interact with administration involved in the reporting, Audit Department and Audit Committee.
- (f) Identification of all facts and assumptions made by the Proponent in developing the Submission and the relevance that these facts and assumptions have had on the proposed schedule and team composition (e.g. data availability, extent of involvement of City staff etc.); and
- (g) A detailed description of how the selected Proponent will effectively and efficiently manage the transition from the current contract.
- B14.2 The Proposal should include Form N: Dedicated Persons Time for all disciplines for the Consolidated Financial Statements identified in D3.4(a) Scope of Services.
- B14.3 Proponents may use Form N: Dedicated Persons Time or a table of their own design provided it includes all information requested in accordance B14.2.
- B14.3.1 A sample of Form N: Dedicated Persons Time can be found as Appendix A.

B15. DISCLOSURE

- B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B15.2 The Persons are:
- (a) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B17.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B17.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B17.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B18.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS AND PRESENTATIONS

B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21.2 The Contract Administrator may, in his/her sole discretion, request Proponents to do a presentation of highlights in their Proposal during the evaluation process. If a Proponent is requested to do a presentation further guidance on areas to focus on will be provided.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B17: (pass/fail)
- (c) Fees and Other Service Value; (Section B) 40%
- (d) Experience of Proponent and Subcontractor; (Section C) 30%
- (e) Experience of Key Personnel Assigned to the Audits; (Section D) 15%
- (f) Understanding of the City of Winnipeg and Audit Objectives (Section E) 5%
- (g) Audit Approach and Work Plan. (Section F) 10%

B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), Fees and Other Service Value shall be evaluated considering the total fees for Line No. 1 through 14 inclusive on Form B: Prices and Other Service Value for each of the five (5) year period of the Contract **minus** the lump sum price quoted for Other Service Value for each of the five (5) year period of the Contract, in accordance with B10.
- B23.6 Further to B23.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on engagements of similar size and complexity as well as other information requested, in accordance with B11.
- B23.6.1 Proposals that achieve a score that is less than 21 points out of the available 30 points for Experience of Proponent and Subcontractors (Section C) will be rejected and not considered further in accordance with B23.3.
- B23.7 Further to B23.1(e), Experience of Key Personnel Assigned to the Audits will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on engagements of comparable size and complexity, in accordance with B12.
- B23.7.1 Proposals that achieve a score that is less than 10.5 points out of the out of the available 15 points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected and not considered further in accordance with B23.3.
- B23.8 Further to B23.1(f), Understanding of City of Winnipeg and Audit Objectives will be evaluated considering the information submitted in the Proposal, in accordance with B13.
- B23.9 Further to B23.1(g), Audit Approach and Work Plan will be evaluated considering the information submitted in the Proposal, in accordance with B14.
- B23.10 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B23.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23.13 This Contract will be awarded as a whole.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B24.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 Introduction

- (a) The City of Winnipeg Charter Act directs the Chief Financial Officer to prepare annual financial statements for submission to City Council and the Province of Manitoba. The Act further directs the City Auditor, or a duly appointed external auditor, to perform audit procedures and report on these financial statements. The Request for Proposal applies to years ending December 31, 2020 to 2024 inclusive.

D2.2 General Information

- (a) The City is governed by senior administration that includes the Chief Administrative Officer (CAO), Chief Financial Officer (CFO), Chief Innovation Officer (CIO), Chief Corporate Services Officer (CCSO), Chief Transportation and Utilities Officer (CTUO) and the Chief Asset and Project Management Officer who have responsibility to oversee implementation of policies established by City Council. The City has 18 departments and four special operating agencies that are managed by department heads and chief operating officers. Each department head, with the exception of Corporate Finance, Innovation, Transformation and Technology, Audit and City Clerks reports to a designated Chief. Corporate Finance, and Innovation, Transformation and Technology reports directly to the CAO, while those for the Audit and City Clerks Departments report to Council.
- (b) Similarly, each department has a departmental controller who reports directly to the Chief Financial Officer, but also with a dotted line reporting relationship to the department head.
- (c) Additional information on the governance structure is available on the City's website: <https://winnipeg.ca/cao/OrgCharts/default.stm>
 - (i) Included in E9 are website links to the following City of Winnipeg documents:
 - (ii) 2019 Adopted Operating Budget
 - (iii) 2019 Adopted Capital Budget and 2020 to 2024 Five Year Capital Forecast
 - (iv) 2019 City of Winnipeg Detailed Financial Statements
 - (v) 2019 City of Winnipeg Annual Report

D2.3 Financial Management System

- (a) The City uses Oracle's PeopleSoft and Enterprise series software. The software runs on Windows 2012 Virtualized Servers (will be upgraded to Windows 2016 in 2020). The production and development environments are fully deployed to support three major suite of products:
 - (i) Financial and Supply Chain Management (FSCM) (General Ledger, Commitment Control, Accounts Payable, Billing, Accounts Receivable, Purchasing, Inventory, Project Costing, and Asset Management)
 - (ii) Human Resources Capital Management (HRCM) (Base HR, Benefits, Attendance Management, Time and Labour, Payroll, Recruitment, Health and Safety, Training, Position Management)
 - (iii) Enterprise Performance Management (Budgeting)
- (b) Enquiry and reporting capabilities are available within each of the three suites.

D2.4 Audit Committee

- (a) The Executive Policy Committee forms the Audit Committee, which includes the Mayor, and, the Chairpersons of six Standing Committees.
- (b) The Audit Committee is responsible for all audit matters. This includes overseeing the internal and external audit process of the City to ensure that the City is provided with an effective audit service that is independent such that the internal and external audit services are complementary to each other with a minimum amount of duplication effort.

D2.5 Audit Department

- (a) The City of Winnipeg Audit Department Staff report to the City Auditor. The City Auditor reports to City Council.
- (b) In May 1989, City Council approved a change in the City Auditor's mandate. The new mandate includes, among other things, carrying out operational audits, examining and evaluating the adequacy of the City's systems of internal control, both financial and operational, and coordinating the financial internal audit activities with the external auditors. In 2009, the Mayor and the CAO introduced the concept of a Chief Performance Officer for the City. The CAO has added the role of Chief Performance Officer to the position of City Auditor.
- (c) In the past few years, the Audit Department had a particular interest in assessing how well the City has done in providing transparent accountability information to decision makers and the public. Over the next few years, the Audit Department will focus on improving performance measurement and performance management at the City. The Audit Department's expanded role will include providing advice and recommendations on the definition and development of performance measures and assistance on the implementation of performance management systems. The Audit Department will continue to conduct performance (operational) audits and will have a limited focus on conducting internal control reviews. The external auditor will be expected to review the key internal controls supporting the preparation of the financial statements.
- (d) The External Auditor will meet periodically with the Audit Department to discuss items of mutual interest and to coordinate efforts.

D3. SCOPE OF SERVICES

- D3.1 The City is engaging a qualified external auditor ("Auditor") to carry out attest audit services and reporting on its annual consolidated financial statements, as well as several other entities' listed in E2.1, individual financial statements, other financial information and compliance procedures together, "external audit services".
- D3.2 Subject to an annual review of performance by the Audit Committee as required, the external audit services required would be for the period from award of contract through the year ending December 31, 2024 with the option of one (1) mutually agreed upon five (5) year extension.
 - D3.2.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
 - D3.2.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.3 The City values independence of the External Auditor to the external audit process. In the event circumstances warrant, the lead engagement partner cannot hold that position for greater than ten years. It would be the expectation of the City that the External Auditor will appropriately plan for and execute a transition of the lead engagement partner where that position has been held by the same individual for a ten year period.
- D3.4 The major components of the Work are as follows:
 - (a) Audit report on the annual consolidated financial statements of the City of Winnipeg

- (b) Separate audit reports for the following:
 - (i) The annual financial statements of:
 - (i) Animal Services
 - (ii) Winnipeg Fleet Management Agency
 - (iii) Winnipeg Golf Services
 - (iv) Winnipeg Parking Authority
 - (v) City Council Pension Plan
 - (vi) Sinking Fund Trustees of the City of Winnipeg
 - (vii) The City of Winnipeg Civic Employees' Group Life Insurance Plan and Police Employees' Group Life Insurance Plan
- (c) Annual and ad hoc special reporting of:
 - (i) Winnipeg Ambulance Department
 - (ii) Bill 57 – Compensation Disclosure
 - (iii) Library Services
 - (iv) Gas Tax Funding
 - (v) Memorandums of Agreements in respect of contract renewals with unions.

D3.5 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2020.

D3.5.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D3.6 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. ROLES AND RESPONSIBILITIES

D4.1 City of Winnipeg – A Contract Administrator is appointed for the Work who will be responsible for:

- (a) serving as the key contact with the External Auditor;
- (b) providing clarifications and instructions to the External Auditor throughout the duration of the contract; and
- (c) monitoring the External Auditor's work.

D4.2 External Auditor – The External Auditor will assign an individual to coordinate delivery of the external audit services. This individual will report to the Contract Administrator and will be responsible for:

- (a) providing regular progress reports during the planning, fieldwork, and reporting phases as is warranted, including meeting with City staff;
- (b) serving as the key contact for the City;
- (c) ensuring that the persons assigned for the initial two (2) years of the contract should be those originally proposed. Any subsequent changes to audit personnel must be acceptable to the Contract Administrator;

- (d) discussing any changes in the proposed audit approach with the Contract Administrator;
and
- (e) ensuring the on-site senior/auditor in charge is present throughout most of the audit.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "Engagement" means a contractual arrangement between two parties to deliver agreed upon services.
- (b) "Proponent" means any Person or Persons submitting a Proposal for Services.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Jason Ruby, CPA, CA
Acting Corporate Controller
Telephone No. 204- 986-7388
Email Address: jruby@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. DETAILED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.2 All dates and time periods in the detailed work schedule shall be consistent except that

- (a) the Contractor may adjust fixed dates proposed on Form L: Detailed Work Schedule, by not more than the difference between the aforementioned assumed and actual dates.

D11. COVID-19 SCHEDULE DELAYS

D11.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.

D11.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D11.3.1 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated

delay declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D11.4 The Work schedule, including the durations identified in D10 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D11.5 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9; and
 - (iv) the detailed work schedule specified in D10.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. DEFICIENCIES

- D13.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D14.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D16. PAYMENT SCHEDULE

D16.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

D17.1 Notwithstanding C13. Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

E1. GENERAL

- E1.1 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. AUDIT REQUIREMENTS

- E2.1 The consolidated financial statements of the City of Winnipeg reflect the assets, liabilities, revenues and expenses of the reporting entity. The City's fiscal year is January 1 to December 31. The reporting entity is comprised of all organizations and enterprises accountable to the City for the administration of their financial affairs and resources which are owned, otherwise controlled by, or otherwise accountable to the City. This includes:
- (a) Tax-supported operations comprised of the departments and other services of Assessment and Taxation, Audit, City Clerks, Community Services, Corporate Finance, Corporate Accounts, Human Resource Services, Customer Service and Communications, Chief Administrative Offices, Innovation, Transformation and Technology, Council Services, Fire Paramedic Service, General Capital, Legal, Land Drainage, Planning, Property and Development, Public Works, Water and Waste, Street Lighting, and Winnipeg Police Services.
 - (b) Reserve funds for stabilization, capital and special purposes;
 - (c) Utilities operations comprised of Sewage Disposal, Solid Waste, Land Drainage, Waterworks, and Winnipeg Transit;
 - (d) Special Operating Agencies comprised of Animal Services, Golf Services, Fleet Management, and Winnipeg Parking Authority;
 - (e) Wholly-owned corporations comprised of Assiniboine Park Conservancy Inc., Centreventure Development Corporation, The Convention Centre Corporation, Winnipeg Arts Council Inc., Winnipeg Public Library Board
 - (f) Partnerships comprised of Economic Development Winnipeg Inc.
 - (g) Government businesses comprised of North Portage Development Corporation, Park City Commons, River Park South Developments Inc. and.;
 - (h) Other reporting funds including Equipment and Materials Services and Municipal Accommodations.
- E2.2 An audit of the consolidated financial statements of the City of Winnipeg (The City) is required. The audit is to be performed with generally accepted auditing standards. An attest audit report is to be issued to the Mayor and Members of City Council, which provides an opinion on whether the consolidated financial statements of the City present fairly the financial position and operating results, changes in net assets and cash flows of the City, in accordance with Canadian public sector accounting standards.
- E2.3 Statutory requirements of the City Auditor that will be the responsibility of the external auditor are set out in the City of Winnipeg Charter Act section 105(1).
- E2.4 Separate annual audit reports are also required for the following:
- (a) Bill 57 – Compensation Disclosure;
 - (b) Statement of Operations - Emergency Medical Response, Inter-Facility Transfer and Community Paramedicine Services
 - (c) Library Services Division (Statement of Revenues and Expenses);

- (d) Special Operating Agencies Audits (Financial Statements of Animal Services, Golf Services, Fleet Management and Winnipeg Parking Authority);
 - (e) The Sinking Fund Trustees of the City of Winnipeg Financial Statements
 - (f) The City of Winnipeg Civic Employees' Group Life Insurance Plan and Police Employees' Group Life Insurance Plan Financial Statements.
 - (g) Council Pension Plan (By-law No. 7869/2001) Financial Statement;
 - (h) Federal Gas Tax (Schedule of Expenditures and Compliance with Terms);
- E2.5 Separate "as required" audit reports are also required for Memorandums of Agreement in respect of contract renewals with specific bargaining agents.
- E2.6 Accounting services for the municipal entities, including financial statement preparation, to be audited are provided in-house by City staff. Any accounting services rendered by the External Auditor under this opportunity will be incidental to the audits. Routine advice on tax changes and accounting interpretations are considered to be part of this Proposal.
- E2.7 In addition to audit reports on the aforementioned financial statements, at a minimum, an annual report is to be issued and a presentation made to the Audit Committee of City Council. This report should detail the audit findings and recommendations relative to the financial statements, accounting systems and internal controls of the City and any other material matters that are deemed necessary under the circumstances. The Audit Committee may require the presence of the external auditor on an ad hoc basis.
- E2.8 No later than 90 days following the audit report date for the consolidated and Special Operating Agencies' financial statements, the auditors shall prepare and deliver to the Corporate Controller and the Chief Operating Officers of the Special Operating Agencies draft post-audit management letters conveying their concerns relative to internal accounting, operating controls and other matters of material importance with respect to the City which may have been discovered in the course of the audit. The auditors shall also provide recommendations as to such corrective actions as may be required and be prepared to provide advice and assistance with regard to implementation if required to do so.
- E2.9 The auditors shall meet with appropriate staff to discuss the draft comments. Following agreement as to the factual accuracy of the observations, a final management letter shall be submitted to the Corporate Controller so that appropriate Staff Responses can be incorporated.

E3. QUALIFIED AUDIT REPORTS

- E3.1 The External Auditor will, immediately upon discovery of information or conditions which would otherwise lead to a qualified opinion with respect to any Work, inform and fully discuss such matter with the Chief Financial Officer and the Corporate Controller, or designates, and the appropriate staff concerned with the Work. In addition, the External Auditor shall, as far as possible, allow a reasonable time for individuals to investigate, analyze, report and take such corrective action necessary to address the qualification.

E4. AUDIT TIMING

- E4.1 The City's draft consolidated financial statements and working papers including year-end schedules are anticipated to be completed by the second week of March. Individual financial statements and working papers including year-end schedules are anticipated to be completed by the end of February.
- E4.2 The Chief Financial Officer has a statutory requirement to submit consolidated financial statements of the City of Winnipeg, along with an audit report, to City Council and the Province of Manitoba by June 30th. The City requires the audited consolidated financial statements by April 15th.

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- E4.3 Each year, the External Auditor is expected to meet with the Corporate Controller and the appropriate staff of the Special Operating Agencies to discuss and agree upon a Schedule and Audit Plan for completion of the audit of the financial statements of the various entities and purposes for the current year. As part of the Audit Plan, the External Auditor may propose to perform interim testing and reduce the amount of audit work otherwise necessary in March and April.
- E4.4 The External Auditor shall submit to the Audit Committee the Audit Plan outlining the approach, timing and other relevant information regarding the audit for the year.
- E4.5 The External Auditor shall provide to the Corporate Controller periodic updates on the status of the various financial audits of the City, Special Operating Agencies and other purposes contained in the Work.

E5. ADDITIONAL INFORMATION

- E5.1 2019 Adopted Operating Budget
https://winnipeg.ca/finance/files/2019AdoptedBudget_Volume2.pdf
- E5.2 2019 Adopted Capital Budget and 2020 to 2024 Five Year Capital Forecast
https://winnipeg.ca/finance/files/2019AdoptedCapitalBudget_Volume3.pdf
- E5.3 2019 City of Winnipeg Detailed Financial Statements
<https://www.winnipeg.ca/finance/files/2019DetailedFinancialStatement.pdf>
- E5.4 2019 City of Winnipeg Annual Report
<https://www.winnipeg.ca/finance/files/2019AnnualReport.pdf>

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E6. APPENDICES

E6.1 Appendix A – 404-2020 Form N: Dedicated Persons Time

404-2020 Form N: Dedicated Persons Time

**Information Request - Hours by Engagement Personnel Category
Consolidated Financial Statements of The City of
Winnipeg**

Proponent:

	2020	2021	2022	2023	2024
Partner					
Senior Manager					
Manager					
Accountant					
Other (specify)					
	-	-	-	-	-