



**Qalipu**  
FIRST NATION

Request for Proposals  
Audit Services

**Deadline for Submission:**

August 15, 2019, 4 pm

## Section 1: Terms and Conditions

### 1.1 Issuing Department or Division

Department of Finance

### 1.2 Synopsis or Service Requirement

Through this Request for Proposals, The Qalipu First Nation (QFN) invites interested and qualified consultants to submit a proposal for the development and piloting (fabrication and installation) of an Experience Qalipu medicine walk interpretative panel series.

### 1.3 Terms of Submission

1.3.1 A copy of this RFP may be obtained by emailing the following person:

Jodie Wells  
jwells@qalipu.ca

1.3.2 In this document

(a) bidder and consultant are used interchangeably. Both, however, refer to a person who has or intends to submit a proposal in response to this RFP.

(b) *advertisement period* refers to the period this RFP is publicly advertised on Qalipu.ca and proposals are solicited from consultants.

(c) *successful consultant* refers to the consultant who has been selected by the Band and to complete the project.

(d) *contracted consultant* refers to the consultant who has entered into a contract with the Band to complete the project and becomes the prime consultant.

1.3.3 Bidders, at their own expense, must provide one (1) bound copy and one (1) unbound copy of their proposals by mail, personal delivery or by courier to CONTACT before the end of the advertisement period.

CONTACT: Jodie Wells  
3 Church St.  
Corner Brook, NL  
A2H 2Z4

1.3.4 Consultant proposals must be structured in the same manner as this RFP. For greater certainty, the consultant is required to use the same headings, subheadings, and numbering system as presented in this RFP. Where a term or condition does not require the consultant to provide a response or document, the consultant may leave the heading/subheading from the proposal.

1.3.5 In addition to the requirements under s. 1.3.4, proposals must include the following:

(a) A cover letter briefly summarizing the qualifications of the project manager, team members, sub-contractors, statement of work, methodology, and total fees (inclusive of all costs and taxes). The cover letter will be used to provide a preliminary evaluation of proposals when there is a large response.

(b) Identification of project manager and team members along with a description of their respective roles and qualifications. The consultant must assure the Band that the project manager identified in the proposal will remain on the project until completion. In cases where the project manager changes due to circumstances beyond the contracted consultant's control, the contracted consultant must advise the Band immediately and enter into discussions with the Band to replace the project manager with someone of similar qualifications and qualities.

(c) Description of the project organization and management system in addition to company profiles of the primary consultant and sub-contractors.

(d) Methodology.

(e) A minimum of three reference letters from any applicable projects involving similar scope and scale.

(f) Time and task allocation of team members.

(g) A schedule of project activities in chronological order that shows each activity and its duration.

(h) Itemized project costs including fee structure, staff cost, overhead and other related expenses, including HST, as well as a suggested/preferred payment schedule. The proposal must include a statement signed by the most senior consultant with signing authority or, in the case of a firm/company/corporation, the president/CEO verifying that the consultant is capable of completing the work outlined in the consultant's proposal for the price/fees quoted. The statement must be located in the proposal immediately following the cover page.

1.3.6 Late, incomplete or partial proposals or submissions, including those sent by fax or e-mail, will not be accepted under any circumstances. The Band will ensure that all proposals or submissions submitted before the deadline will remain sealed until the evaluation process begins.

1.3.7 The deadline for questions relating to the RFP is four (4) business days before the close of the advertisement period. Questions received after that deadline will not be considered. Where a question seeks to clarify a point in the RFP, the Band will distribute its response, via email, to all consultants who expressed an interest in the project at the point and time the response is generated. In cases where a response to a consultant's question would provide the consultant with an unfair advantage, in the Band's judgment, the Band will provide the consultant with the opportunity to withdraw the comment. If the consultant decides to pursue the question further, the response provided by the Band will be

distributed, via email, to all consultants who expressed an interest in the project at the point and time the response is generated. Questions regarding this RFP must be directed, by email, to the following person:

Jodie Wells  
jwells@qalipu.ca

## **Section 2: Terms and Conditions**

2.1 The Band requires knowing the identity of all the sub-contractors, their experience, personnel and knowledge levels, and their relationship and experience with the primary bidder. This information must be explicitly stated in the proposal submitted by the primary bidder. Sub-contractors will be evaluated as part of the selection process and the Band must approve any changes in sub-contractors other than those specified in the submission.

2.2 The consultant is required to submit three reference letters from persons that received similar services from the consultant within the past five (5) years.

2.3 The contracted consultant is required to provide the CONTACT, with biweekly email updates regarding the project's progress.

CONTACT: Jodie Wells

## **Section 3: Terms and Conditions**

3.1 The Band is not bound to accept the lowest priced bid and may exercise the right not to select any of the proposals submitted under the RFP.

3.2 Preference will be given first to businesses fully or majority owned by Indigenous peoples.

3.3 The consultant submitting a proposal under this RFP is considered to be responsible, on behalf of it and all its sub-contractors, for all undertakings and deliverables related to the provision of services as specified in this RFP to the Band.

3.4 This RFP is the primary document and should a dispute arise between the RFP and the bidder's proposal then the RFP will supersede the bidder's proposal in any legal dispute.

3.5 The Band will be responsible to administer this RFP, award the contract to the successful bidder, and for the general supervision of the project's implementation.

3.6 Proposals submitted through this RFP must be valid for 90 calendar days after the advertisement period.

3.7 Consultants should strive to provide clear responses to issues and questions raised in the RFP in a language that is clear and not subject to differing interpretations.

3.8 The contract executed by the Band and the successful consultant to complete this project will be governed by the laws of Newfoundland and Labrador.

3.9 All data, specifications, concept plans, designs, rationales, presentation materials, economic and technical reports and related information produced by the consultants during this project shall be the property of the Band.

3.10 All potential bidders who have requested or are known to have obtained copies of this RFP will be notified of any changes, via email, should they occur after its publication.

3.11 The contract for this project, where awarded, will be granted by the Band based upon the results of the evaluation of submitted proposals. The Band will notify the successful consultant in writing. Those who are not successful will receive written notification within approximately ten (10) business days following the execution of the contract with the successful bidder.

3.12 The contract with the successful consultant will commence immediately upon the execution of the contract by the Band and the successful consultant. Ten (10) business days will be provided after the successful bidder has been notified to conclude final negotiations and execute the contract. Where a contract is not executed before the expiration of the aforementioned ten (10) business days, the Band reserves the right to commence negotiations and enter into a contract with another consultant.

3.13 Bidders may raise issues with this project and RFP that have been overlooked by the Band but are nonetheless crucial to the successful completion of the project. In such cases, the bidder may tender a recommended change to the CONTACT by email. The Band shall take the recommendation under advisement and issue, if deemed necessary, an amendment to this RFP. This RFP may be amended up to three (3) business days before the conclusion of the advertisement period.

3.14 The Band may, at its discretion, determine if a bidders' conference is necessary. A bidders' conference must take place at least 10 days before the closing of the RFP.

3.15 Before a contract is awarded, the Band will negotiate the final details of a contract to be signed by the Band and the successful consultant. The Band will enter into a contract with the successful consultant only. There will be no contracts entered into between the Band and any sub-contractors.

3.16 The contracted consultant shall designate a senior project manager who shall receive all communications from the Band on behalf of the contracted consultant. The contracted consultant shall also furnish the address, telephone and fax numbers and email address for the senior project manager.

3.17 All communications from the contracted consultant to the Band should be directed to the following person:

Jodie Wells  
[jwells@qalipu.ca](mailto:jwells@qalipu.ca)  
709.634.5972

## **Section 4: Statement of Work**

### **4.1 Background**

The Qalipu First Nation (“QFN”) was officially formed September 22<sup>nd</sup>, 2011 through an agreement between the Government of Canada and the Federation of Newfoundland Indians. This agreement officially recognizes QFN as a band under the Indian Act.

Since its creation, the leadership of QFN has focused its efforts on establishing a strong foundation upon which to build a prosperous and progressive Band. Its aim is to be a community that cherishes and shares its heritage, holds the overall health and education of its members as its highest priority and faces its future and faces the future with confidence.

As a First Nation band, QFN is required to prepare its financial statements in compliance with the Public Sector Accounting Board standards. Additionally, QFN is subject to further reporting requirements, as outlined in Indigenous Services Canada (ISC) Year End Reporting Handbook.

QFN receives funding for programs, services and band support from various funding agencies including ISC, Service Canada and the Government of Newfoundland and Labrador. Accounting for each program activity is maintained separately using Sage 300 ERP.

The agreement for audit services between Qalipu Mi’kmaq First Nation Band (QFN) and the selected accounting firm will also include an agreement for the audit of the following related entities.:

The Federation of Newfoundland Indians (FNI) – a non-share capital corporation. FNI is a non-profit corporation that formerly represented nine local Indian Band Councils in Western and Central Newfoundland and Labrador. The mandate of the organization is to enhance the social, cultural, political, education and economic growth of its members, and to gain recognition by the Government of Canada. When the QFN was formed, FNI transferred its assets to the Band. QFN then assumed most of the operations of FNI.

MAMKA - QFN and the Miawpukek First Nation (MFN) have come together under the protocols of the Aboriginal Aquatic Resource & Oceans Management (AAROM) program to form the Mi’kmaq Alsumk Mowimsikik Koqey Association (MAMKA). The MAMKA is a non-share, non-profit corporation. The mandate of the Association is to provide advice, coordination and information management assistance to the partners for the purpose of building capacity in the area of aquatic management.

Qalipu Development Corporation - an arms-length corporation tasked with identifying and creating new business ventures while managing existing for-profit, band owned enterprises. Currently, QDC manages two commercial properties and oversees the operations of Mi’kmaq Commercial Fisheries.

Mi'kmaq Commercial Fisheries (MCF) consists of one major commercial fishing enterprise which harvests both crab and shrimp. MCF also leases out several smaller, inshore licenses in the Bay of Islands area.

Qalipu Management Services (QMS) – an arms-length corporation that provides payroll services.

The responsibility of the external auditors is to examine the financial statements prepared by QFN staff and to express an audit opinion thereon. The financial statements will include the operations of all programs within the band reporting entity, as well as additional reporting requirements outlined in the Year End Reporting Handbook. The audit report will be addressed to Members of Council of the Qalipu Mi'kmaq First Nation Band; it must disclose the scope of the examination and state that the audit was performed in accordance with generally accepted auditing standards. The report will also include an opinion as to whether the financial statements conform to Canadian Public Sector Accounting Standards. QFN's financial statements can be found on the band's website (<http://qalipu.ca/reports-and-financial-statements/>).

The selected audit firm must be knowledgeable of Canadian Public Sector Accounting Board standards and advise the QFN on amendments to the Standards. The firm will also be required to attend Council and committee meetings, upon request, to make presentations and discuss the audit and related financial issues.

**Audit Timetable**

<b>Event</b>	<b>Timetable</b>
Pre-audit meeting/Detailed audit plan and schedule	Mid-March
Audit field work	First week of May
Draft financial statements	End of May
Audited financial statements to Band Council/Finance Committee	Mid-June
Final Audit Report and Management Letter	June-July
Presentation to Council	June-July
Annual General Meeting	September

**Additional Services**

Ancillary studies, audits or examinations of other accounts, records and transactions may be required from time to time. Contractual agreements for such other examinations will be negotiated separately at the time of the request. Proponents are encouraged to include information relevant to the scope of engagements that their firm can provide.

### **Client Assistance Provided to Auditor**

QFN staff will be available to assist the auditors by providing information, working papers, schedules, and funding agreements. QFN staff is responsible for the year-end close and will prepare the financial statements. Supporting documents will be provided to the auditors on a timely basis.

The preparation of all confirmations will be the responsibility of the audit firm.

QFN's solicitors will provide representation letters regarding the status of suits, threatened litigation and other contingent liabilities.

## **4.2 Mandatory Requirements**

### **4.3 Scope of Work**

Companies included in audit scope of work;

- Qalipu First Nation
- Federation of Newfoundland Indians
- MAMKA
- Qalipu Development Corporation
- Mik'maq Commercial Fisheries
- Qalipu Management Services

## **Section 5: Consultant Qualifications**

The consultant must demonstrate that it has the following attributes:

- Independence from the First Nation, its related bodies, Councillors and officers and members;
- In good standing with regulatory bodies (Chartered Professional Accountants of Canada) and/or their respective counterparts in the province or territory in which the firm or accountant is practising;
- License to practice public accounting;
- Depth of experience serving First Nations and other public sector entities.

## **Section 6: Consultant Methodology**

### **6.2 General Statements**

## **Section 7: Budget**

## **Section 8: Evaluation and Selection Framework**

8.1 The grading of the proposals is an integral part of the RFP process. The Band has decided to describe the selection criteria so that all bidders/consultants can evaluate their chances of success, within reason, given the current competitive market conditions in the industry.

8.2 Figure 1 attached forms the basis of what the evaluation sheet will look like, subject to possible changes. There are nine attributes that will be judged and graded. Each attribute was weighed in terms of its importance to the objectives of the RFP.

8.3 All proposals will be evaluated using specific criteria, attributes and characteristics that have been generated by the Band. Criteria are based upon the detailed specifications of the scope of work, work schedules, technical specifications, quality standards, consultant qualifications and other desirable features and benefits contained in this RFP.

# FIGURE 1

## EVALUTATION SHEET

Primary Consultant:

Cost of Bid:

Rating of the Proposal: For each of the components, please provide rating 1-10 where 10 represents the best.

Component	Rate X (1-10)	Weight	Total	Comments regarding strengths and weaknesses of this component, rationale for the score and general notes
Experience of Consultant Team: key personnel, experience, references, qualifications, commitment to assignment		1.5		
Experience of Project Manager; experience, position in the firm, qualifications, commitment to assignment		1.5		
Management of sub-contractors and their commitment to assignment		0.5		
Experience as a team		0.5		
Proven competence in similar work		1		
Sufficient Human Resources		1		
Clarity of tasks and responsibilities		1		
Proposed liaison with client		1		
Proof that the specifics of the RFP are understood and addressed including the proposed methodology, approach, receivables, schedule		2.5		
Indigenous Knowledge – Experience working with Indigenous groups.		0.5		
Cost		1		
Total Score:				

