# Request for Proposals Internal Audit

Date of Solicitation: March 10, 2021

Closing: April 20, 2021 at 4 pm ADT (3 pm EST)

The Canadian Museum of Immigration at Pier 21 is committed to purchasing goods and services to ensure the best overall value. Procurement is conducted with due regard to applicable laws, regulations, trade agreements, internal policies, environmental considerations and competitive processes. Ensure that you have read all procurement documents carefully and that your response includes all of the information requested.



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# 1. Request for Proposal

## 1.1 Scope of Work

- 1.1.1 In this Request for Proposal ("RFP"), the Canadian Museum of Immigration at Pier 21 (hereinafter "CMI") seeks a qualified individual or firm to conduct annual internal audits. CMI views internal audits as an important part of its risk management and as an opportunity for the review and monitoring of areas assessed as the highest risks to achieving the organization's overall strategic objectives and priorities.
- 1.1.2 CMI intends to offer a three (3) year Contract to the successful Proponent with an option to renew, upon the successful negotiation of final Terms and Conditions. The internal audits to take place will be determined through the Chief Financial Officer or designate with regards to the risks related to the implementation of its new Corporate Plan, after receiving input and recommendations from the Contractor.

The three year Internal Audit Plan may enlist expertise from the Contractor in the following areas:

Internal Services	Visitor Experience and Connections	Accommodation	Fundraising and Commercial
<ul> <li>Governance</li> <li>Resource and Financial Management</li> <li>Human Resources</li> <li>IT and cyber security</li> <li>Communications</li> </ul>	<ul> <li>Research and Content</li> <li>Development</li> <li>Collection</li> <li>Management</li> <li>Interpretation and Connections</li> <li>National Outreach and Partnerships</li> <li>Visitor Services and Amenities</li> </ul>	<ul> <li>Leasehold improvements</li> <li>Building Operations and Security</li> <li>Project Management</li> </ul>	<ul> <li>Retail         Operations     </li> <li>Development</li> </ul>

These areas relate to CMI's organizational structure. Please note that this list is not exhaustive of all of the Museum's areas of reach.

CMI's Board of Trustees includes an Audit and Risk Oversight Committee which has, among its responsibilities, jurisdiction over the areas of focus of internal audits of the organization's activities and the ongoing review of progress with regard to audit recommendations.

CMI has chosen to contract out its internal audit function as is evidenced by the issuance of this RFP. The Internal Audit Plan and functions are overseen by the Chief Executive Officer and managed by the Chief Financial Officer.

1.1.3 CMI has an Enterprise Risk Management Policy and a Heat Map that guide its Risk Management. The audits will encompass the evaluation of the organization's operations to assess the

effectiveness of management and control over operations, including due regard for efficiency and economy and compliance with policies and regulations. The expectation of the Board of Trustees is that there will be proactive recommendations based upon both internally and externally generated observations but with a clear benchmarking of practices against external "best practices".

1.1.4 CMI recognizes that in some circumstances, it may be necessary for the Contractor to subcontract to qualified professionals certain portions of a particular audit requirement. IT and Cyber Security are of particular importance and access to appropriate technical support (internal or external) is very important.

## 1.2 Objectives

CMI is inviting firms to submit a proposal to provide Internal Audit Services. The general objectives are as follows:

- 1.2.1 Determine whether areas are being well managed to achieve stated objectives; make recommendations based upon observations and benchmarking.
- 1.2.2 Determine the risks and opportunities related to the area being audited and identify controls needed to mitigate risks. Identify opportunities and make recommendations on how to best take advantage of those opportunities.
- 1.2.3 Identify key success factors and which areas may be pursued for best return on investment, effectiveness, efficiency and economy.
- 1.2.4 The results of the observations and benchmarking should lead to very precise recommendations.
- 1.2.5 The Scope should have more emphasis on making recommendations as opposed to identifying problems.

#### 1.3 Deliverables

- 1.3.1 The deliverables for each audit will include the following:
  - Draft audit plan and criteria, including estimated timeline and cost breakdown;
  - Final audit plan and criteria;
  - Draft final report (including an Executive Summary); and
  - Final Report (including an Executive Summary).
- 1.3.2 Attend Audit and Risk Oversight Committee meetings and present audit reports or provide progress reports on a quarterly basis or as required (maximum of four (4) meetings per one year period).

### 1.4 Audit Reports

All audit reports produced by the Contractor shall be consistent with the audit plan criteria and performance objectives.

### 1.5 Progress Reports

Progress reports shall be submitted as requested by the Chief Financial Officer or designate.

### 1.6 Work Locations

- 1.6.1 Historically, the majority of the work is performed on CMI premises. Provisions will be made for the Contractor's personnel to be provided with adequate office space and furniture and access to corporate records deemed essential to perform work assignments. Technical and clerical support, supplies and equipment necessary to accomplish the tasks are to be provided by the Contractor. During COVID-19 or other such times, work may need to be done virtually.
- 1.6.2 The Contractor may be asked to attend meetings off CMI premises. In such cases where such travel is required, travel, accommodation and expenses will be covered according to CMI's polices.

Any travel relating to the performance of the internal audit contract should be included in the total Fee Structure. Additional travel, accommodation and expenses (except as stated above where CMI requests attendance at meetings) will not be permitted.

## 1.7 Description of Pricing

#### 1.7.1 All pricing shall:

- i. Be expressed in Canadian dollars
- ii. Exclude the Harmonized Sales Tax (HST).
- 1.7.2 The price will be the total of the three (3) years covered by the Contract. The Museum expects that each year will be approximately one-third of the total Contract cost unless otherwise agreed to by the Parties.

CMI has historically had one (1) or two (2) audits per year depending on size. The average annual fees for internal audit have been approximately \$30,000.

### 1.8 Background

- 1.8.1 CMI is located at Pier 21 in Halifax, Nova Scotia and is a National Historic Site. Pier 21 was the gateway to Canada for one million immigrants between 1928 and 1971. It also served as the departure point for 500,000 Canadian Military personnel during the Second World War. Today, Pier 21 hosts the Canadian Museum of Immigration at Pier 21, only the second National Museum to be established in a generation, and the second to be established outside of the National Capital Region.
- 1.8.2 CMI was established under the *Museums Act* and began operating as a Crown Corporation in February 2011. CMI falls under Part X of the *Financial Administration Act* (FAA), which establishes the control and accountability regime for Crown corporations. It is also subject to a range of other statutes governing employment and superannuation, Access to Information and Privacy, and Official Languages, among others.
- 1.8.3 The significant events of CMI that may impact the Internal Audit scope are detailed in the Corporate Plan Summary and Annual Report.

A copy of the 2019/2020 Annual Report and a Summary of the Corporate Plan are available on our website at pier21.ca (under "About, Corporate Reports").

## 2. Terms and Conditions

#### 2.1 Definitions

In this document:

- 2.1.1 The words "CMI" or "Museum" means the Canadian Museum of Immigration at Pier 21.
- 2.1.2 The words "Closing Date and Time" means the date and time set out on the cover page for the submission of Proposal(s) after which time no further proposals can be accepted.
- 2.1.3 The word "Agreement" or "Contract" means the agreement to be entered into between the successful Proponent and CMI for the services requested.
- 2.1.4 The word "Contractor" means the successful Proponent whose proposal is selected by CMI and enters into a Contract with CMI for the request herein.
- 2.1.5 The word "Proponent" means the vendor(s) who submit proposals for the request in this document.
- 2.1.6 The words "local time" mean the local time at the Museum's address (Atlantic Time Zone).
- 2.1.7 The words "Proposal(s)", "Bid(s)" and "Submission(s)" are to be considered as having the same meaning herein and refer to the submission by the Proponent to the request herein.

- 2.1.8 The word "RFP" means Request for Proposals.
- 2.1.9 The words "working language" refer to the working, everyday language internal to CMI. For the purposes of this document and subsequent contract, the working language is English.

### 2.2 Contract

- 2.2.1 The successful Proponent will be required to enter into final negotiations upon notification of selection as the preferred Proponent and to execute the agreement documents within 30 calendar days. The Proposal and the price quotations must be valid for a period of 60 days from the closing date of the Request for Proposal.
- 2.2.2 The period for this Contract will be for approximately three (3) years starting May 2021 and ending March 31, 2024. There will be no peak periods.
- 2.2.3 CMI reserves the right to renew the contract for an additional three (3) year period. As part of the consideration for renewal, and three months before expiration of the original Contract, the Museum and the selected contractor will jointly determine modifications to the Terms and Conditions of the Contract, if required.
- 2.2.4 If for any reason the successful Contractor cannot fulfill the requirements of the Contract, the Museum reserves the right to ask the next qualified Proponent to take over the Contract or reissue an RFP.

#### 2.3 Status of the Contractor

The Contractor is an independent contractor engaged by CMI to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between CMI and the other Party or Parties. The Contractor must not represent itself as an agent or representative of CMI to anyone outside of the parameters of the Contract. Neither the Contractor nor any of its personnel is engaged as an employee or agent of CMI. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### 2.4 Conduct of the Work

- 2.4.1 The Contractor represents and warrants that:
  - i. it is competent to perform the Work;
  - ii. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and

iii. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

#### 2.4.2 The Contractor must:

- i. perform the Work diligently and efficiently;
- ii. except for Government Property, supply everything necessary to perform the Work;
- iii. use, as a minimum, quality assurance procedures and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- iv. select and employ a sufficient number of qualified people;
- v. perform the Work in accordance with standards of quality acceptable to CMI and in full conformity with the specifications and all the requirements of the Contract;
- vi. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- vii. be a company in good standing with the Workers' Compensation Board of Nova Scotia or equivalent
- 2.4.3 The Work must not be performed by any person who, in the opinion of CMI, is incompetent, unsuitable or has conducted themselves improperly.

### 2.5 Audit

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

## 2.6 Security Clearance

CMI subscribes to the Government of Canada security policy. Under the final Contract, personnel of the successful Proponent assigned to provide the services listed herein may be required to hold a valid Security Clearance to the SECRET level.

## 2.7 Legislative Requirements

- 2.7.1 The Contract shall be construed, interpreted and governed by the applicable laws in force in the Province of Nova Scotia and the laws of Canada applicable therein and the Courts of the Province of Nova Scotia shall have exclusive jurisdiction with respect to all matters relating to this contract.
- 2.7.2 The Contractor shall be responsible for compliance with all current Canadian Federal, Provincial and Municipal Acts, Orders, Regulations and Laws which exist or may come into existence during the term of the Agreement.

### 2.8 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to CMI or any third party. CMI is liable for any damage caused by CMI, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract, where caused by the negligence or wilful misconduct of the party for whom it is in law responsible.

## 2.9 Confidentiality

- 2.9.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of CMI in connection with the Work as well as all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of CMI must be used solely for the purpose of the Contract and remains the property of CMI.
- 2.9.2 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of CMI under the Contract to release or disclose, CMI agrees not to release or disclose outside the Government of Canada any information delivered to CMI under the Contract that is proprietary to the Contractor or a subcontractor.
- 2.9.3 The obligations of the Parties set out in this section do not apply to any information where the same information:
  - i. is publicly available from a source other than the other Party; or
  - ii. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
  - iii. is developed by a Party without use of the information of the other Party.

### 2.10 Insurance

Any and all insurance necessary for the Contractor to carry the services will be determined and provided by the Contractor. These insurance policies will be at a level appropriate to carry out the services herein.

#### 2.11 Notices

Any notices required or permitted to be given by the Contractor or CMI shall be deemed to have been properly and effectively given if delivered personally, sent by facsimile, sent by e-mail or sent by registered prepaid mail to the party whom the notice is to be given.

## 2.12 Changes, Alterations, Amendments

Changes in the terms and conditions of the Contract may be made only by written agreement of the parties.

#### 2.13 Termination

In the event that either party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that a cure has been affected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the contract without further notice.

## 2.14 No Promotion of Relationship

Any publicity or publication related to the contract shall be at the sole discretion of CMI. Without limiting the foregoing, the Contractor shall not make use of its association with CMI, directly or indirectly communicate with the media in relation to the contract, the subject matter, or undertake any communication with CMI that in the opinion of CMI is unsolicited promotional communication relating to the contract, without prior written consent of CMI.

#### 2.15 Gender

In the Contract, unless the context otherwise requires, words importing gender include all genders.

## 2.16 Force Majeure

The Contractor is not liable for failure to perform the obligations as set out in the contract as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, labour dispute, strike or lockout. If the Contractor asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages cause by foreseeable events, that the Contractor substantially fulfilled all non-excused obligations and CMI was timely notified of the likelihood or actual occurrence of the event which invoked the Force Majeure.

## 2.17 Indemnity

The Contractor covenants to indemnify and save harmless the Museum, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, building damage, costs and expenses (including lawyer's fees and litigation expenses on a solicitor and client basis) whatsoever to which CMI, its directors, officers, employees and agents may become subject to as a result of the breach of any covenant, agreement, term or condition of this Agreement or as a result of or in connection with the use and occupation of the Premises, by the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible or arising out of or resulting from the negligence or wilful misconduct of the Contractor or its servants, agents, employees, contractors, invitees or others for whom it is in law responsible except where caused by the negligence or wilful misconduct of CMI or those for whom it is in law responsible.

## 3. RFP Submission Information

## 3.1 Key Dates

RFP Release Date	March 10, 2021
Deadline for Questions	April 8, 2021 at 4 p.m. Atlantic Time
Submission Closure (Closing Date)	April 20, 2021 at 4 p.m. Atlantic Time (AST)
Contract Kick-off Estimated	May 2021

#### 3.2 Form of Submission

#### 3.2.1 Submittal Documentation Form

The Proponent must submit a proposal with all the mandatory information requested in this RFP. Proponents shall submit Section 5, RFP Submittal Documentation by April 20, 2021 at 4:00 p.m. Atlantic Time (3:00 p.m. EST). Proposals may be submitted electronically or by mail. CMI hours of operation are Monday through Friday, 9:00 am to 4:00 pm local time (ADT). All submissions will receive a date/time stamp to judge the time for the submission closure. All proposals must be received by 4:00 p.m. AST according to CMI's internal server time.

#### 3.2.2 Language

Proposal documents and supporting information may be submitted in either English or French. The working language of the Contract shall be English.

## 3.3 Proposal Submission Instructions

Proposals shall be delivered either by mail or by email.

Procurement and Administration Manager Canadian Museum of Immigration at Pier 21 201-1099 Marginal Road Halifax, NS B3H 4P7

amacpherson@pier21.ca

Proposals must be received by April 20, 2021 at 4:00 p.m. Atlantic Time (AST) according to CMI's internal server time. Timely receipt and correct direction of proposals shall be the sole responsibility of the Proponent.

### 3.4 Proponent Enquiries

3.4.1 To ensure consistency and quality of information provided to all, the Procurement and Administration Manager will provide relevant information in respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of enquiries on buyandsell.gc.ca. Relevant enquires regarding the solicitation shall be submitted by 4:00 p.m. Atlantic Time on April 8, 2021. Questions received after this time will not be answered. Answers to questions will be provided on an ongoing basis and will be issued as addenda.

Direct enquiries to:

Procurement and Administration Manager Email: amacpherson@pier21.ca

Proponents are only permitted to communicate with the Procurement and Administration Manager. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Proponent's proposal.

3.4.2 Proponents shall promptly examine all documents and addenda comprising this RFP and shall report any errors, and seek clarification of apparent errors, ambiguities, or other problems as soon as identified. It is the Proponent's responsibility to avail themselves of all the necessary information to prepare a compliant proposal in response to this RFP. The Evaluation Committee is under no obligation to seek clarification of a Proponent's proposal.

### 3.5 Joint Ventures

3.5.1 The Proponent must clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- i. The incorporated joint venture.
- ii. The partnership joint venture.
- iii. The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership of the corporate designation.
- 3.5.2 If the response to this RFP is made by a joint venture, the Proponent shall describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:
  - i. That the signatories are acting and responsible jointly and severally;
  - ii. That the payment of monies under the contract to the identified lead member shall act as a release from all parties;
  - iii. That giving notice to CMI by the identified lead member shall act as a notice to all parties;

- iv. That CMI may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and
- v. Where CMI has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

It is a condition precedent to any contract being awarded to a Proponent that the Proponent provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Proponent is bidding as a joint venture (as defined above).

## 3.6 Amendments, Withdrawal and Disqualification

- 3.6.1 The Proponent may amend its Proposal in writing and submit by mail or email at any time up to the Submission Deadline. The Proposal received with the latest date and time will be accepted and any other submissions prior will be returned. Those Proponents wishing to withdraw their proposal may do so by providing CMI notice in writing.
- 3.6.2 After the closing date and time, amendments to a proposal will not be accepted. In the event that a Proponent wishes to withdraw its Proposal, the Proponent shall immediately notify the Procurement and Administration Manager in writing or by email, before the RFP closing date. Should a proposal be withdrawn, it will be returned to the Proponent after the closing date, and no further consideration will be given to it.

#### 3.7 Costs Related to Solicitation Process

- 3.7.1 All costs and expenses incurred by the Proponent related to the preparation of the proposal shall be borne by the Proponent. CMI is not liable to pay such costs and expenses or to reimburse or to compensate the Proponent under any circumstance.
- 3.7.2 CMI shall not be responsible for any costs related to any delays in the RFP, in awarding the agreement, or costs associated with any review or the evaluation process.

### 3.8 Conflict of Interest

Proponents must fully disclose, in writing to the Procurement and Administration Manager, any circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the RFP. The Evaluation Committee shall review any submissions by Proponents under this provision and may reject any proposals where, in the opinion of the Committee, the Proponent could be in a conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

#### 3.9 Access to Information

The individuals, or companies, participating in this RFP acknowledge and understand that CMI is subject to the *Privacy Act* and *Access to Information Act*, and it may, as a result of specific request made under the Act, be required to release this complete document or any other documents it has received related to this RFP. Participants in this process should clearly indicate "Confidential" on items within their submission considered to be company confidential or proprietary information.

## 3.10 CMI's Rights

- 3.10.1 This RFP does not constitute an offer of any nature or kind whatsoever by CMI to any Proponent. CMI reserves the right to reject all proposals, in whole or in part, at the sole discretion of CMI.
- 3.10.2 CMI reserves the right to disqualify any Proponent in the event that its response to the RFP indicates that the manner in which the Proponent provides services may adversely affect CMI's existing business relationships or if Public Services and Procurement Canada (PSPC) has determined the Proponent to be ineligible or suspended pursuant to the PSPC Integrity Regime.
- 3.10.3 Notwithstanding any other provision contained in this RFP, CMI may waive minor irregularities or non-compliance in Proposals from the exact requirements set out in the RFP.
- 3.10.4 Furthermore, CMI reserves the right to:
  - Ask any Proponent to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work identified in this RFP.
  - ii. Cancel and/or reissue this RFP at any time; CMI will not assume liability for any response preparation costs whatsoever.
  - iii. Request clarification or supporting data for any point in a Proponent's proposal.
  - iv. Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFP.
  - v. Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. CMI may do so without incurring any liability whatsoever to any of the Proponents.
  - vi. Maintain sole ownership of the proposals. All materials submitted by a Proponent in response to any part of this RFP shall become the sole property of CMI without payment or liability for payment.

## 4. Evaluation and Award

### 4.1 Evaluation Criteria and Process

#### 4.1.1 Criteria and Scoring

Based on the best overall value to CMI, proposals will be assessed using the criteria specified herein and on the information you have been asked to provide in your Proposal (see Section 5 – Submittal Documentation).

a) Technical Offer

Your Technical Offer will consist of all non-financial aspects of your proposal.

b) Proposed Pricing/Daily Rates

The Proposal will include costs for professional services as listed below for the three (3) years. (Include daily rates for each category of personnel, see Section 5 – Submittal Documentation).

The criteria specified in this RFP, as possibly amended by Solicitation Amendments, are the **sole criteria** which will be used in the evaluation of proposals.

Proposals will be evaluated and scored in accordance with the following criteria:

Evaluation		
Experience and Qualifications of Firm and Personnel	50 points	
Audit Approach	35 points	
Availability	5 points	
Overall Quality of Offer	10 points	
Preliminary Score		

A proponent must score at least 70 points to be considered for contract award.

For proposals receiving at least 70 points, the three (3) year price will be divided by the total points to determine a cost per point. Where only one Proponent scores 70 points or more, the contract shall be recommended based on the Preliminary Score alone.

Cost per point

#### 4.1.2 Process

i. There shall be no public opening of the proposals received in response to this RFP.

- ii. An Evaluation Committee shall evaluate the proposals. Decisions as to the degree to which a proposal meets the requirements of this RFP are within the exclusive judgment of the Evaluation Committee.
- iii. The Evaluation Committee shall conduct a Preliminary Evaluation of each Proponent. The degree to which a Proponent's proposal is acceptable is at the sole discretion of the Evaluation Committee. The Evaluation Committee has the right to:
  - a. Contact any or all references supplied by the Proponent.
  - b. Requests clarifications from the Proponent. Where a clarification is sought, the Proponent shall have two (2) working days, unless otherwise indicated by CMI, to provide the necessary information or documentation. Failure to meet this deadline without the written consent of CMI will result in the proposal being deemed nonresponsive.
- iv. Scores shall be added from the Preliminary Evaluation. Proponents with 70 points or more shall be evaluated on a cost per point basis. **The Proponent with the lowest cost per point shall be recommended for contract award.**

## 4.2 Negotiations

- 4.2.1 CMI reserves the right to negotiate with Proponents prior to contract award. CMI may, at its discretion, upon receiving proposals that are reasonably susceptible for award, provide Proponents the opportunity to meet with the Evaluation Committee for the purpose of obtaining best and final offers. In the instance where best and final offers are permitted, CMI will provide feedback in writing to each eligible Proponent to part(s) of their proposal. The Proponent(s) will have seven (7) days to resubmit their proposals for reevaluation by the Evaluation Committee under the same set of criteria as this RFP describes. Best and final offers provide the opportunity to award based on optimal solutions and best price.
- 4.2.3 CMI reserves the right to proportionally scale down its requirement as identified in the attached Scope of Work (or Scope of Services) and award to Proponents eligible for award from the original requirement. Negotiation of requirement may be required given funding.

## 4.3 Notification, Award and Debriefing

CMI will provide a debriefing of a Proponent's proposal, if requested in writing within ten (10) days of notification that they have been unsuccessful. Requests must be submitted to the Procurement and Administration Manager.

# 5. RFP Submittal Documentation

## 5.1 Company Information

Request for Proposals for Internal Audit Please submit information as per this table.

Legal Name:		
Full Address:		
Telephone:	Business (GST) Number:	
Website:		
	1 1 5 6 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Name and title of person authorized to sign on	behalf of the Proponent (Type or Print)	
Signature of person authorized to sign on behalf of the Proponent		
Name and title of RFP Contact / Account Manager (Type or Print)		
Phone:	Email:	

### 5.2 Addenda

Addenda may be issued by CMI regarding any changes to the solicitation documents and to provide answers to questions that may arise during the solicitation period. Completion of this section will ensure that you have received and factored this information into your tender total. Failure to identify addenda issued by CMI may result in the disqualification of your proposal.

Date Issued

## 5.3 Experience and Qualifications of Firm and Personnel

The Proposal should demonstrate that the proposed team is composed of a logical balance of audit and professional disciplines to meet anticipated audit requirements.

Please provide documentation with reference to this Section (Experience and Qualifications of Firm and Personnel). Experience will be evaluated on the following **(50 points):** 

- 5.3.1 Number, type and date of audit projects of a cultural institution, museum or similar;
- 5.3.2 Number and type of projects directly related to the Museum which may include the following areas:

Internal ServicesVisitor Experience and ConnectionsAccommodation CommercialFundraising and Commercial- Governance- Research and Content- Leasehold- Retail- Resource and Financial Management- Collection- Building- Development- Human Resources- Interpretation and Resources- Project- IT and cyber Security- National Outreach Security- Management- Communications- Visitor Services and	aicas.			
<ul> <li>Resource and Financial - Collection - Building - Development Management - Management - Unterpretation and Resources - IT and cyber - National Outreach security</li> <li>Resource and Development improvements - Building - Development Operations - Development and Security - Project</li> <li>IT and cyber - National Outreach security and Partnerships</li> </ul>	Internal Services	•	Accommodation	•
Amenities	<ul> <li>Resource and Financial Management</li> <li>Human Resources</li> <li>IT and cyber security</li> </ul>	Development - Collection Management - Interpretation and Connections - National Outreach and Partnerships ons - Visitor Services and	improvements - Building Operations and Security - Project	Operations

<sup>\*</sup>Please note that this list is not exhaustive of all of the Museum's areas of reach. Should you have experience in other areas relevant to the Museum or Crown Corporations, we encourage you to share them with us.

5.3.3 Number and type of relevant projects including a brief description of the project, the responsibilities of each of the individuals utilized for the duration, the dollar value and the client for whom the work was done. The client's contact name and telephone number must be

- provided so that a reference check can be completed, if necessary, to ensure that the services were fully satisfactory;
- 5.3.4 The firm should list all relevant professional qualifications (professional designations, memberships, university, college, etc.) of the proposed personnel. Bios of personnel for the work should be provided.

## 5.4 Audit Approach

This section must outline the methodology, specific activities, and strategy the firm would use in conducting audit assignments. The Proponent must demonstrate an understanding of the scope, objectives and orientation of the potential audits and projects to be undertaken.

Please provide documentation with reference to this Section (Audit Approach). The section will be evaluated on the following (35 points):

- 5.4.1 Demonstrate the approach to be used in planning and scheduling audits and projects, the way milestones are chosen and how they provide for contingencies. Also, as part of this question, create an example of the approach you would use for an internal audit that you may suggest for the Museum. The audit chosen is hypothetical and does not need to consider CMI's audit history. Include in your plan the estimated number of hours required of each team member and their daily rates.
- 5.4.2 Indicate what provisions will be made for ongoing quality control by the firm in liaison with the Museum's Chief Financial Officer.
- 5.4.3 Describe the proposed reporting system to ensure that it meets the Museum's requirements for progress reporting throughout the audits. Also indicate the format and content of all deliverables.
- 5.4.4 Demonstrate your familiarity with current internal audit requirements for Crown Corporations.
- 5.4.5 Detail your approach to virtual auditing that would be utilized during COVID-19 or other similar times.

## 5.5 Availability

Indicate the proposed structure of the audit team(s) as well as when and how staff will be made available to work on projects. Please detail any time periods you foresee not being available to carry out the audits. Please reference this Section (Availability) (5 points).

## 5.6 Overall Quality of Offer

This section will allow the Museum Evaluation Committee to gauge the overall quality of content and presentation of each of the proposals.

If there are any additional points that you feel your firm can bring to the audit process and which would enhance your proposal or that you feel is a requirement which the Museum has not included in this Request for Proposal but should have, please reference this section (Overall Quality) and include it/them in your Proposal. (10 points)

## 5.7 Pricing

5.7.1 Please provide the overall price for the proposed three (3) year Contract. The price must be the Proponent's best estimate of what is required for the three (3) year Contract period in order for the Museum to have adequate internal audit coverage reflective of best practices and after having given consideration to the risks and operations of the Museum. The price must include all costs for professional services, administration and out-of-pocket costs for the first three (3) years.

The price must be adequate for the Contract period and reflect best practices with due regard to internal audit coverage for an organization of the Museum's size.

- 5.7.2 Include daily rates for each category of personnel listed below.
  - i. Partner
  - ii. Manager
  - iii. Project Leader
  - iv. Senior Auditor
  - v. Auditor, etc.

5.8	Supp	lier	Statement

Complete the following:	
WE:	(Supplier Name)

- 5.8.1 DO HEREBY OFFER to the Canadian Museum of Immigration at Pier 21 to diligently and faithfully provide the services in accordance with the terms and conditions of the RFP.
- 5.8.2 AND WE HEREBY AFFFIRM AND CERTIFY that we:
  - i. Have examined to our satisfaction all conditions affecting the Scope of Work.
  - ii. Have carefully studied the RFP, including all addenda.

- iii. Have not relied on any information or documents provided by or on behalf of CMI other than the RFP.
- iv. Have included the information that was required to be submitted, which information forms an integral part of the Submittal Documentation.

#### 5.8.3 AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:

- i. The Proposal has been executed with full authority and is irrevocable, valid and open to acceptance by CMI for a period of ninety (90) full days from the Closing Date irrespective of the acceptance of any other Proposal or the issue of a notice of acceptance of another Proposal.
- ii. This Proposal is made by the undersigned without any connection, knowledge, and comparison of figures or arrangements with any other person who might submit a Proposal for the same Work and is in all respects fair and without collusion or fraud.

**END OF SECTION**