



TOWN OF GIBSONS

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REQUEST FOR PROPOSALS

FOR

EXTERNAL AUDIT SERVICES

RFP #: FIN 2021-01

ISSUED ON: June 11, 2021

CLOSING DATE AND TIME: July 2, 2021

Summary, Contents & Instructions:

Summary:

Through this Request for Proposals, the Town of Gibsons invites Proposals for the supply of external audit services, commencing with the fiscal year end of December 31, 2021 and continuing for a period of five years.

This RFP document sets-out: the details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal.

Contents:

This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the Town will enter into with the selected Contractor
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:



Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.

Part A: The Services



This Part A provides details on the external audit Services required by the Town of Gibsons. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

1. Background / Overview:

The Town of Gibsons (the “Town”) is a community with a population of 4,605, located on the Sunshine Coast of British Columbia. Further background on the Town can be found at www.gibsons.ca

The Town seeks a suitably qualified audit firm to provide External Audit Services including an interim audit and yearend audit over the next five years.

2. Contract Term / Key Dates:

The Town anticipates signing an agreement with the successful proponent (“Contractor”) no later than July 31, 2021. The contract term will be for five years. Interim audit work for the year ended December 31, 2021 would commence later in 2021.

3. Services Required (Scope of Work):

Audit will be in accordance with generally accepted principles for Local Governments as recommended by the Public Sector Accounting Board of the Chartered Professionals Accountants of Canada and the Provincial Ministry of Municipal Affairs, plus legislated requirements in the *Local Government Act* and *Community Charter*.

Recommendations on internal controls and procedures should be made as necessary.

Timing and other requirements:

Year Ending: December 31	Timing	Other Requirements
Interim Audit: Field work, Control Testing	Mid-November to Mid-December	Plan and required documents delivered in writing at least two weeks prior to commencing field work
Year End Audit: Field work	Mid-March	Town to have completed working papers, documents and financial statements for beginning of field work
Presentation to Mayor & Council	Prior to May 15	Contractor delivers public presentation to Mayor and Council on Independent Auditor’s Report and associated Financial Statements. If required, contractor delivers audit findings report in a closed meeting with Mayor and Council

Other:

The Town uses the software package Caseware to compile year end documents and prepare financial statements. Electronic copies of these Caseware documents can be provided to the Contractor.

The Contractor (or Contractor's Parent firm) shall continue to be actively engaged with the Government Finance Officers Association of BC during the term of the contract, maintaining and providing knowledge and education on current local government issues. The Contractor shall provide guidance and assistance to Town staff with compliance of ongoing public sector accounting changes.

Personnel in the Contractor's audit team shall have professional qualifications, demonstrated skills, experience and expertise in auditing BC municipalities.

4. **Required Objectives / Performance Standards:**

Audit plan and findings shall be delivered in a written report to the Town's Director of Finance. Final copies of the signed financial statements will be provided in an electronic format.

5. **Any Other Key Information:**

As required under the *Community Charter*, the appointment of the external auditor is subject to approval of the Council. Therefore, any Notice of Award of contract will be subject to approval by the Town's Council prior to execution of any contract.

The following table provides an overview of the volume and statistics for the Town:

2020 Volume and Statistics			
Population (2016 Census)	4,605		
Semi Annual Utility Bills Issued & Mailed	4,503		
Other Accounts Receivable Invoices Issued	80		
Property Tax Notices Issued & Mailed	2,531		
Cash Receipts Payments Processed	5,717		
Payables Cheques issued	1,526		
Invoices/Expenses Processed	3,192		
# of Payroll payments	27		
Records of Employment Issued	6		
T4s Issued	56		
Annual Operating Budget	\$10.4M		
Accounts Payable Details			
Type	Invoices	Cheques/Ref#	Comments
Regular Invoice	2,733	1,526	1541 cheques issued, 15 voids = 1526
Visa Invoice	344	12	Reference # generated for each Visa Invoice
EFT Invoice	115	114	Reference # generated for each EFT Invoice
Total	3,192	1,652	

Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the Town, and how the Contractor will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. Questions Regarding this RFP:

Any question a Respondent has related to this RFP process must be submitted to the Town via email to: lcoughlin@gibsons.ca.

Questions regarding this RFP must not be submitted to the Town via any other method. Explanation, interpretations, or clarifications may be made in the form of Addenda.

All questions regarding this RFP must be submitted prior to the 'Deadline for Questions' detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the Town shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the Town's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	June 11, 2021
Site Meeting Date	n/a
Deadline for Questions	June 25, 2021
Last Day for Issue of Addenda	July 2, 2021
RFP Closing Date and Time:	at 3:00 PM Local Time
Contract Execution Date (estimated)	September, 2021

1.3. Submission of Proposals (Location, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

Electronic Submissions Only: Proposals must be submitted in pdf format to: lcoughlin@gibsons.ca Proposals sent to another email address, paper copy, fax, or other methods will not be accepted.

- **RFP Closing Date and Time:** Electronic Proposals must be received no later than the RFP Closing Date and Time detailed in section 1.2. The RFP Closing Date and Time shall be determined by the date & time stamp indicated in the email received. Late submissions are not permitted.

- **Format:** A Proposal must be submitted in pdf format, including the submission of all of the information required in the forms listed under Part D – Submission Forms, of this RFP.

The Town of Gibsons assumes no responsibility for the receipt of Proposals where the instructions detailed above have not be complied with.

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.

- 2.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the Town in accordance with Section 5 of this Part B.
- 2.2. "Bid", "Bids" or "Tenders" mean either the RFP opportunity or an aspect of the RFP opportunity, depending on the context. The use of these terms in no way infer that this RFP is an irrevocable bid or tender process.
- 2.3. "Town" means the Town of Gibsons.
- 2.4. "Contract" means a written agreement for the provision of the Services that may result from this RFP, executed between the Town and the successful Respondent to this RFP.
- 2.5. "Contractor" means the successful Respondent to this RFP who enters into a Contract with the Town.
- 2.6. "RFP Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B. The time will be determined by the date & time stamp indicated in the email received.
- 2.7. "Proposal" means a Proposal submitted by a Respondent in response to this RFP.
- 2.8. "Respondent" means a person or entity that submits a Proposal to this RFP.
- 2.9. "RFP" means this Request For Proposals FIN2021-01, including all Parts A to D.
- 2.10. "Section" means the numbered section of the referenced part of this RFP.
- 2.11. "Services" means the Services which the Town seeks to be provided by the Contractor, as outlined in Part A.
- 2.12. "Subcontractor" means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B.

4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date

and Time, the Respondent should send notification to: finance@gibsons.ca. To withdraw a Proposal after the Closing Date and Time, the Respondent should submit a request in writing to: Attn: Lorraine Coughlin, Director of Finance, Town of Gibsons, PO Box 340, Gibsons BC, V0N 1V0.

5. Addenda Issued by Town:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the Civic Info Bids and Tenders web page. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Town may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents will be requested to acknowledge in writing, any addenda issued before they can submit a Proposal.

6. Evaluation of Proposals & Award of Contract:

The Town will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. All proposals will be evaluated by the Town. The Town's intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:
The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 1.4

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Total Contract Price (based on Appendix A submission)	40%	NA
Most Suitable Method & Team (based on Appendix B submission)	40%	
Most Suitable Experience (based on Appendix C submission)	20%	

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Contract Price: Total Contract Price will be scored relative to other Respondents' Total Contract Prices using the following formula:
 - $Lowest\ Total\ Contract\ Price \div Respondent's\ Total\ Contract\ Price \times Weighting = Score$
- Other Criteria: All other criterion (except Total Contract Price) will be scored by the Town out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the Town will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the Town finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the Town may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the Town to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the Town may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the Town. In the event that two or more Proposals have an equal total weighted-scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the Town.

6.6. Conclusion and Execution of a Contract

Neither the Town nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the Town, to conclude a Contract, it is expected that the Town and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The Town would seek to execute a Contract within 10 days of issuing an invitation to the Respondent to conclude a Contract. If the Town and Respondent do not, for any reason, execute a Contract within this time-period, the Town may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The Town may then continue this process until a Contract is executed, or there are no further Respondents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions with a Respondent if at any time the Town is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. Only One Entity as Respondent:

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The Town will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Respondent may include the Subcontractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All Subcontractors to be used in the Service must be clearly identified in the Proposal.

7.3. **Proposals to Contain All Content in Prescribed Forms:**

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. **References and Experience:**

In evaluating a Respondent's experience, as per the scored criteria, the Town may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the Town's own experience with the Respondent.

7.5. **RFP Scope of Work is an Estimate Only:**

While the Town has made every effort to ensure the accuracy of the Services described in this RFP, the Town makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. **Respondent's Expenses:**

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. **Retention of Proposals and FOIPPA:**

All Proposals submitted to the Town will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the Town's obligations under FOIPPA and the Town's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. **Notification and Feedback to Unsuccessful Respondents:**

At any time up until or after the execution of a written Contract with the Contractor, the Town may notify unsuccessful Respondents in writing via email that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with a Town representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the Town's sole discretion in order to protect the confidentiality of other Respondents and the Town's commercial interest.

7.9. **Conflict of Interest:**

By submitting a proposal, the Respondent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services.

The Town may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and Town employees) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

7.10. **Confidentiality:**

All information provided to Respondents by the Town as part of this RFP process is the sole property of the Town and must not be disclosed further without the written permission of the Town.

7.11. **No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Respondent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute a Contract with the Respondent for any reason whatsoever.

7.12. **Right to Cancel RFP:**

Although the Town fully intends to conclude a Contract as a result of this RFP, the Town may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.13. **Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

Part C: The Contract



This Part C details the Contract terms and conditions that the Town will enter into with the Contractor at the conclusion of the process outlined in Section 6.6 of Part B.

The Town and the successful Respondent shall enter into a Contract for the Services using the following terms and conditions:

AGREEMENT FOR EXTERNAL AUDIT SERVICES

BETWEEN: **TOWN OF GIBSONS**
474 South Fletcher Rd.
Gibsons, BC. V0N 1V0
(the "Town')

AND:

(the "Consultant")

GIVEN THAT the Town wishes to engage the Consultant to provide certain services to the Town and the Consultant wishes to contract with the Town to provide such services to the Town, THIS AGREEMENT is evidence that in consideration of the promises exchanged below, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the Town and the Consultant agree as follows:

1. Definitions

In this Agreement, in addition to the words defined above,

- 1.1. "Consultant's Proposal" means the Consultant's written proposal to the Town for performance of the Services.
- 1.2. "Town Representative" means the Director of Finance or such other person as the Town may appoint in writing.
- 1.3. "Governmental Approvals" means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- 1.4. "Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- 1.5. "Personnel" means any individuals identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the Town.
- 1.6. "RFP" means the Request for Proposals for the services issued by the Town.
- 1.7. "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- 1.8. "Specifications" means the specifications, scope of work and other requirements for the Services set out in the RFP.

- 1.9. "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

2. Consultant Services

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Consultant shall:

- 2.1. supply all labour, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- 2.2. obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- 2.3. perform promptly and safely all of its obligations under this Agreement;
- 2.4. be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the Town and the Town Representative;
- 2.5. promptly pay amounts owing to the Town under this Agreement when due; and
- 2.6. pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

3. Term

This Agreement shall commence on _____ and expire on completion of the Services which is to be no later than _____.

4. Consultant Personnel

The Consultant will perform the Services using only the Personnel named in the Consultant's Proposal. During the Services, the Consultant shall not change any of the Personnel named in the Consultant's Proposal except for circumstances that are beyond the reasonable control of the Consultant such as sickness or termination of employment. Any other change to Personnel shall require the prior written approval of the Town Representative, and such approval may be withheld at the Town's sole discretion.

5. Warranty as to Quality of Services

The Consultant represents and warrants to the Town that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the Town has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration & Reimbursement

The Town shall pay the Consultant for the performance of the Services, the Fixed Annual Lump Sum Prices in accordance with the RFP and the Consultant's Proposal as follows:

FINANCIAL YEAR & SERVICES ITEM	FIXED LUMP SUM ANNUAL PRICE
2021- Interim & Year End Audit	\$
2022 - Interim & Year End Audit	\$
2023 - Interim & Year End Audit	\$
2024 - Interim & Year End Audit	\$
2025 - Interim & Year End Audit	\$
5-YEAR TOTAL CONTRACT PRICE:	\$
GST:	\$

7. Taxes

The Town shall be responsible for paying any goods and services taxes with respect to the provision of the services to the Town.

8. Invoices & Payment

Invoices and Payment shall occur as follows:

The Fixed Lump Sum Annual Prices shown in section 6 shall be paid in two installments for each financial year, as follows:

- The first installment shall be invoiced following completion of all Services for the Interim Audit.
- The second installment shall be invoiced following completion of all Services for the Year-End Audit.

The invoice amount split between the two installments shall be as per the hours and costs breakdown for the 2021 financial year shown in the task-fee matrix provided in the Consultant's Proposal.

Invoices for Services performed in accordance with the Contract, shall be paid within 30 calendar days from the date of invoice receipt by the Town.

9. Hold Back or Set Off

Notwithstanding the invoicing process detailed in clause 8, the Town may hold back payment or set off against payment if, in the opinion of the Town acting reasonably, the Consultant has failed to comply with any requirements of the Contract, including adherence to the agreed milestones and schedule for the Services.

10. Town's Representative

The Town appoints the Town Representative as the only person authorized by the Town to communicate with the Consultant in respect of this Agreement. The Town shall not be bound to the Consultant by communication from any person other than the Town Representative or their delegate.

11. Indemnity & Limitation of Liability:

11.1 The Consultant shall indemnify, and save harmless, the Town, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner caused by, based upon, occasioned by or attributable to (1) the infringement of any third party intellectual property rights, or (2) bodily injury, personal injury and property damage attributable to the Consultant's performance of the Services.

The Town shall indemnify and save harmless the Consultant, its partners and personnel, personnel and from and against all losses, costs (including legal fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of: (1) a misrepresentation by a member, elected and appointed official, or representative of the Town, regardless of whether such person was acting in your interest; (2) the services performed by the Consultant pursuant to this Agreement, unless, and to the extent that such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of the Consultant.

11.2 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by the Consultant pursuant to this Agreement, the Consultant shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction.

The Consultant's liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damages was contemplated.

12. WorksafeBC Compliance

12.1 The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia).

12.2 The Consultant must, for the duration of the Services, be registered as an 'Independent Business' with WorkSafeBC with a WorksafeBC Clearance Letter status showing the Consultant is "Active and in good standing". Additionally, the Consultant shall ensure WorksafeBC coverage is provided for the Consultant, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the

Services and the Consultant shall ensure all its subconsultants obtain WorkSafeBC Coverage. If the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, the Consultant must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.

- 12.3 The Consultant agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services and shall at all times comply with WorkSafeBC Legislation. The Consultant agrees that the Town has the unfettered right to set off the amount of any unpaid premiums or assessments for such WorkSafeBC coverage against any monies owing by the Town to the Consultant. The Town will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.
- 12.4 The Consultant will indemnify, and hold harmless the Town from and against all manner of Losses arising out of or in any way related to:
- a. Unpaid WorkSafeBC assessments of the Consultant or any other employer for whom the Consultant is responsible under this Agreement; and
 - b. the acts or omissions of any person engaged directly or indirectly by the Consultant in the performance of the Services, or for whom the Consultant is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC legislation.

This indemnity will survive the expiry or earlier termination of this Agreement.

13. Insurance Requirements

- 13.1 **Commercial General Liability:** the Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the Town Representative from time to time, acting reasonably.

The Consultant shall cause all policies of Commercial General Liability insurance required under this Agreement to be with insurance companies satisfactory to the Town and to:

- (a) name the Town as additional insured
- (b) include that the Town is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;

- (d) be primary and non-contributing with respect to any policies carried by the Town and shall provide that any coverage carried by the Town is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the Town with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the Town Representative, acting reasonably.

13.2 Automobile Liability: where any vehicles are owned, leased, rented, or used in the performance of this Agreement, Automobile Liability insurance in an amount not less than \$2,000,000 inclusive per occurrence must be provided for any such vehicle.

14. Professional Liability Insurance

The Consultant shall, at the Consultant's expense, establish and maintain a minimum of \$2,000,000 professional liability insurance, with a maximum deductible of \$100,000.

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Services.

The Consultant's professional liability insurance shall remain in force for the duration of the Services and for twelve (12) months after expiry of the Contract.

15. Insurance Certificates

The Consultant shall provide the Town with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the Town.

16. Town May Insure

If the Consultant fails to insure as required, the Town may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the Town all costs incurred by the Town in doing so. For clarity, the Town has no obligation to effect such insurance.

17. Termination for Default

The Town may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- 17.1. the Consultant breaches this Agreement and the Consultant has not cured the breach, within ten days after notice of the breach is given to the Consultant by the Town; or
- 17.2. the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or

resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Town, if the Town terminates part or all of the Services under this section, the Town may arrange, upon such terms and conditions and in such manner as the Town considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the Town for any expenses reasonably and necessarily incurred by the Town in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the Town exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The Town may set off against, and withhold from amounts due to the Consultant, such amounts as the Town estimates shall be required to cover the Town's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the Town to complete all or any part of the Services.

18. **Records**

18.1. **Records:** the Consultant shall:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Town, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the Town, which may make copies and take extracts from the records, except for the Consultant's proprietary information which includes its working papers;
- (c) afford facilities and access to accounts and records for audit and inspection by the Town and shall furnish the Town with such information as the Town may from time to time require regarding those documents; and
- (d) preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

18.2. **Privacy & Confidentiality:** the consultant shall:

- (e) make reasonable security arrangements to protect records and other work generated during the Services from unauthorized access, collection, use, disclosure, alteration, or disposal.
- (f) treat as confidential all information, records or other work products generated, accessed or obtained by the Consultant or sub consultants (whether verbally, electronically, or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent, except: where required by law, regulation or professional obligation; or where the information is generally known to the public other than as a result of a breach of this Agreement.
- (g) not permit any information, records or other work products generated, accessed or obtained by the Consultant or subconsultants as a result of this Agreement to be stored, either physically or electronically outside of the country of Canada.

19. Copyright & Intellectual Property

The Consultant irrevocably grants to the Town the unrestricted license for the Town to use and make copies of for the Town's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright or intellectual property rights may exist, except for any of the Consultant's proprietary information including its working papers.

20. Agreement for Services

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the Town as an agent of the Town or has any authority to bind the Town in any way whatsoever.

21. Withholding Taxes

The Consultant will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the Town should the Town be required to pay any remittances described above.

22. Assignment

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the Town, at its sole discretion.

23. Time of the Essence

Time is of the essence of this Agreement.

24. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

25. Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

25.1. To the Town: Town of Gibsons
474 South Fletcher Road, Gibsons, BC V0N 1V0
Attn: E-mail Address:

25.2. To the Consultant:

Attn:

E-mail Address:

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

26. Interpretation & Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

27. Binding on Successors

This Agreement inures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

28. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

29. Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below:

TOWN OF GIBSONS:

by its authorized signatories:

Signature:

Name:

Date:

TBD

by its authorized signatories:

Signature:

Name:

Date:

Part D: Submission Forms



This Part D contains forms detailing the information that should be submitted with the Proposal, as detailed in Part B.

Part D Contents:

This Part D contains the following forms:

- Appendix A – Pricing Form
- Appendix B – Methodology and Team Form
- Appendix C – Experience Form

APPENDIX A – PRICING FORM



Proposals must include this Appendix A – Pricing Form, with all pricing tables completed. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided.

The form should be completed with; a PDF writer program; or by print, hand completion and scan. The completed form must be submitted via email with the Respondent's Proposal.

Evaluation Factors:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part B of this RFP.

1. Pricing Basis:

Pricing entered into the table of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST which shall be itemized separately where indicated.
- b. Prices are all-inclusive and include for all labour, materials, supplies, travel, overheads and profit, insurance, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Proponents shall include with this Remuneration Form, a fee matrix showing: staff, estimated hours, hourly rates and disbursements. This fee matrix will be to show how the Fixed Annual Prices shown in section 2 are arrived at.
- d. Prices shall be firm for the entire Contract term.

2. Fixed Prices:

Financial Year & Item	Fixed Annual Price
2021 – Interim & Year End Audit	\$
2022 – Interim & Year End Audit	\$
2023 – Interim & Year End Audit	\$
2024 – Interim & Year End Audit	\$
2025 – Interim & Year End Audit	\$
5-YEAR TOTAL CONTRACT PRICE:	\$
GST:	\$

APPENDIX B – METHODOLOGY AND TEAM FORM



Proposals must include, in a format of your choice, the details requested in this Appendix B – Methodology & Team Form.

This section of your Proposal must be labelled as “Appendix B – Methodology & Team Form” and must be submitted via email with your Proposal.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of methodology, team and schedule will include:

- Demonstration that the Respondent understands the work required and factors to be considered during the Services;
- Experience and expertise of the proposed team;
- Ease of working with the proposed team considering the setup and ease of meeting;
- Suitability of the schedule proposed; plus
- Level of effort and hours proposed for Fixed Lump Sum Price Work (as per the Task Fee Schedules submitted under Appendix A).

1. Methodology:

Please provide, in the space below, details of the methodology to be employed by your firm to deliver the Services outlined in Part A:

2. Team:

Please provide, in the space below, details of the team members from your firm, that will deliver the Services outlined in Part A. Please also attach a resume for each names team member which provides and overview of their education and experience relevant to delivering the Service.

Team Member Name:	Position:

APPENDIX C – EXPERIENCE FORM



Proposals must include, in a format of your choice, the details requested in this Appendix C – Experience Form.

This section of your Proposal must be labelled as “Appendix C – Experience Form” and must be submitted via email with your Proposal.

Respondents should provide 3 client references from the last 5 years which have contracted the Respondent for work of a similar nature and scope to the Services. The Town may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of experience will include:

- Suitability of experience with similar work and projects;
- Feedback from Client references, if the Town chooses to contact references; and
- The Town’s own experience.

Client Reference #1

Client Company Name:	
Contact Name:	
Contact Telephone Number:	
Contact email address:	
Nature of assignment:	
Value (excluding GST):	

Client Reference #2

Client Company Name:	
Contact Name:	
Contact Telephone Number:	
Contact email address:	
Nature of assignment:	
Value (excluding GST):	

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Client Reference #3

Client Company Name:	
Contact Name:	
Contact Telephone Number:	
Contact email address:	
Nature of assignment:	
Value (excluding GST):	