



Request for Proposals

Village of Cumberland Financial Audit Services

Closing Location

PO Box 340, 2673 Dunsmuir Avenue
Cumberland, BC V0R 1S0

Closing Date and Time

2:00 PM Pacific Daylight Time
Monday, July 8, 2019

Submitted to:

Rachel Parker
Corporate Officer
Telephone: 250-336-2291

Contents

A.....INTENT	3
B.....DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS.....	3
1.0 DEFINITIONS	3
2.0 TERMS AND CONDITIONS	3
3.0 ALTERNATIVE SOLUTIONS	3
4.0 CHANGES TO PROPOSALS	3
5.0 PROPOSERS' EXPENSES	4
6.0 PROPOSAL VALIDITY	4
7.0 FIRM PRICING	4
8.0 CURRENCY AND TAXES	4
9.0 SUB-CONTRACTING	4
10.0 PROPOSER LOCATION	4
11.0 SOCIAL PROCUREMENT	5
12.0 ACCEPTANCE OF PROPOSALS	5
13.0 DEFINITION OF CONTRACT	6
14.0 LIABILITY FOR ERRORS	6
15.0 MODIFICATION OF TERMS	7
16.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	7
17.0 CONFIDENTIALITY OF INFORMATION	7
C.....PROPOSAL SUBMISSION REQUIREMENTS	7
1.0 PROPOSAL SUBMISSION	7
2.0 ENQUIRIES	11
3.0 ADDENDA	11
4.0 DISCLAIMER	11
5.0 EVALUATION AND SELECTION CRITERIA	11
6.0 COMMITMENT BY THE VILLAGE	12
D.....SCOPE OF WORK.....	13
1.0 OVERVIEW OF THE VILLAGE OF CUMBERLAND	13
2.0 PROJECT OVERVIEW	14
3.0 PROJECT OBJECTIVES AND ACTIVITIES	14
4.0 REMUNERATION	16
5.0 AVAILABLE INFORMATION	16
E.....CONTRACT CONDITIONS.....	16
1.0 COMPLIANCE WITH LAWS	16
2.0 LAWS OF BRITISH COLUMBIA	17
3.0 INDEMNITY	17
4.0 INSURANCE	17
5.0 REGISTRATION WITH WORKSAFEBC	17
6.0 OWNERSHIP	17
F.....PROPOSAL FORM	18

A. INTENT

The Corporation of the Village of Cumberland (“The Village”) is seeking Proposals from qualified accounting firms to perform annual financial audit services, as set out in Part D, Scope of Work, of this RFP.

B. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**1.0 DEFINITIONS**

Throughout this Request for Proposal, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.

“Consultant” means the successful Audit Firm to this Request for Proposal who enters into a written Contract with the Village.

“Council” means the Council of the Village.

“must”, “shall” or “mandatory” means a requirement that must be met.

“Proponent” means an audit firm that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

“Proposal” means a submission in response to this Request for Proposal.

“Request for Proposal” and **“RFP”** means this Request for Proposal.

“Village” means as the context requires, the Corporation of the Village of Cumberland or the area within the boundaries of the Village of Cumberland.

2.0 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village.

3.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format but as a separate Proposal and clearly marked as an alternative solution.

4.0 CHANGES TO PROPOSALS

By submission of a written notice, a Proponent may amend or withdraw its Proposal prior to the closing date and time.

Upon Closing, all Proposals become irrevocable. The Proponent may not change the wording of its Proposal after Closing and no words or comments may be added to the Proposal unless requested by the Village for clarification.

5.0 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Village elects to reject all Proposals, the Village will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

6.0 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing.

7.0 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete the auditing services, including all labour, materials, tools, equipment, travel costs and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

9.0 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) may be acceptable for certain services. However, the Proponent must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Village's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Village.

10.0 PROPONENT LOCATION

The principal staff to be used by the Proponent must be located at an office within the province of British Columbia. The Proponent's company may be headquartered out of

province but any proposal based solely on services provided by out of province or out of country staff will not be accepted.

11.0 SOCIAL PROCUREMENT

The Village's procurement is guided by its social procurement framework which may be viewed at cumberland.ca/social-procurement, and the evaluation of proposals takes Social Procurement into consideration.

As part of any submission the Proponent is encouraged to identify to the Village how they may contribute to the following key social, employment and economic goals as outlined in the Village's Social Procurement Framework.

- Contribute to a stronger local economy;
- Promote the Living Wage and fair employment practices;
- Increase the number of local jobs that support young working families;
- Increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises;
- Increase training and apprenticeship opportunities;
- Enhance community arts and culture infrastructure;
- Improve and enhance public spaces;
- Help move people out of poverty, providing increased independence and sustainable employment for those in need;
- Improve opportunities for meaningful independence and community inclusion for citizens living with disabilities; and
- Stimulate an entrepreneurial culture of social innovation.

12.0 ACCEPTANCE OF PROPOSALS

- a) This RFP must not be construed as an agreement to purchase goods or services. The Village is not bound to accept the lowest priced or any Proposal of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Village reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Village may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Village, in its sole unrestricted discretion and on the basis of

such criteria as it considers appropriate, deems to be in the best interests of the Village.

- d) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the Village is not material, the Village may waive the defect and accept the proposal.
- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocably waived any such claim.
- f) The Village reserves the right to cancel this RFP at any time and for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.
- g) The Village reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- h) The Village reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Village may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any Proposal is subject to funding and may require approval of the Council.
- j) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

13.0 DEFINITION OF CONTRACT

Notice in writing to the successful Proponent of the approval of its Proposal and the appointment of auditors by the Council of the Village of Cumberland and the subsequent execution of an engagement letter and contract shall constitute the making of the Contract for Services. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Village within fifteen (15) days of the date of the Notice of Award.

14.0 LIABILITY FOR ERRORS

While the Village has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate

by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

15.0 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

16.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including Proposals, submitted to the Village become the property of the Village. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the Village will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

17.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Village obtained by the Proponent as a result of participation in this financial services audit is confidential and must not be disclosed without written authorization from the of Village. The Proponent agrees that its obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

- a) Responses must be delivered by hand or mail (facsimile and electronic submissions will not be accepted) to the following location no later than 2:00 pm Pacific Daylight Time on July 8, 2019, (Closing) and should be clearly marked '**Village of Cumberland External Audit Services**':

Attention: Rachel Parker, Corporate Officer
Village of Cumberland
2673 Dunsmuir Avenue
Box 340
Cumberland, BC V0R 1S0

- b) A Proponent must meet the following minimum requirements to be considered for evaluation pursuant to this RFP:
1. The assigned staff must be close to becoming a designated accountant and senior audit team members must hold a valid accounting designation and have previous experience in performing a municipal audit engagement.
 2. Completed a municipal audit of similar size and scope within the last three years.
 3. Demonstrate an understanding of legislation relevant to the local government environment.
 4. Have sufficient staffing, facilities, financial resources and expertise to address the scope of the audit services.
 5. Demonstrate a commitment to providing reasonable annual continuity of experienced and qualified personnel.
- c) Proposals are to include the following sections:
- i) **General:**
An introductory cover letter that includes a general background overview of the Proponent, identification of similar services provided for other clients and outline of expected approach for successfully undertaking the project. The proposal must clearly state the accounting firm's understanding of the services to be provided.
 - ii) **Relevant Experience:**
This section must include:
 - **Company Profile and Contact:** A brief profile of your firm (1 to 2 pages) indicating the scope of its practice, the range of activities performed by the firm such as auditing, tax service, accounting or management services. Identify the Proponent's contact person, phone number and email address. State the home office address as well as the address and phone number of any local office that will manage or assist in managing this audit. Identify the number of staff located locally.
 - **Experience with Municipal Audits:** List current and past public sector audit clients and indicate the number of years your firm has been the auditor for each client. Describe your familiarity and experience with PSAB accounting and auditing standards.

iii) Proposed Schedule:

This section must include:

Annual Audit Schedule

Before October 15th of each year, the auditors shall meet (via telephone is acceptable) with the Village Financial Officer (or the designate) to discuss and agree upon a schedule of activities which will lead to the completion of the annual audit. The schedule of activities shall be finalized by November 1st of each year and shall set out the key dates by which necessary information is to be assembled by both parties, a list of all the necessary schedules, working papers, analysis and other information relevant to statement preparation.

Should a proponent be unable to meet any dates, they shall note any deviation in their submission document and where possible, provide alternate dates.

Audit Implementation

Proposals must clearly show the firm's understanding of the work to be performed, audit approach and commitment to perform the work within the time period specified in the annual schedule. This would include the approach to be used to gain an understanding of the Village's structure and systems as well as a proposed schedule and any specific techniques or processes to be used for the interim audit and annual audit.

Other Services

- Description of the methodology to be used for keeping the Village abreast of any changes in accounting principles or legislation that would impact the annual financial statements.
- Description of non-auditing professional services provided to other local government clients and innovative products offered by your firm as well as any specific pricing structure for such services.

iv) Qualifications:

This section must include:

- Name and brief resume of the partner(s), manager(s) and other key staff who would be assigned to this audit. Updated information will be required by the successful proponent for each year of the audit.
- Identification of availability and office location.

v) Financial Expectations

This section must include:

- i) The fee schedule should include an all-inclusive maximum cost for the requested work for each of the three (3) years. In the event that less time is required to perform the audit than anticipated, it is expected that a reduction will be provided to the Village.
- ii) The proposed schedule of billing dates.
- iii) It is expected that inquiries throughout the year would be included in the fee schedule provided and would not incur additional billing or that Village staff would be advised of any additional charges prior to services being provided.

vi) References:

Provide a list of three references at least two of which must be municipal audits within the last three years. Include numbers of years of service to and a contact name, telephone number and email address for each reference.

- vii) By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the Village or their immediate families which might in any way be seen (in the Village's sole and unfettered discretion) to create a conflict.

d) Proposal format:

- i) Proposals must be submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.
- ii) Facsimile submissions will not be considered.
- iii) Late Proposals will not be considered.
- iv) Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- v) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
- vi) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no

responsibility for documents delivered to other Village facilities and at the discretion of the Financial Officer may be declared disqualified.

2.0 ENQUIRIES

- a) All enquiries related to this RFP shall be directed to:

Odie Morin
Deputy Financial Officer
Village of Cumberland
Telephone: 250.336.2291
Email: omorin@cumberland.ca

- b) Enquiries will be accepted until 2:00 pm Wednesday, June 26, 2019.
- c) Information obtained from any other source is not official and should not be relied upon.

3.0 ADDENDA

- a) Any questions that are received by the Village that affects the Request for Proposal process will be issued as addenda by the Village.
- b) Addenda will be published at the Village website. It is the responsibility of the proponent to monitor the website to check for updates. All addenda become part of the Contract document and must be considered when responding to this RFP.
- c) Verbal answers are binding only when confirmed by written addenda.

4.0 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Village makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Village will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

5.0 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the Village according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals. The Village reserves the right to contact any person or organization to determine the reputation of the proponent.

In comparing proposals, consideration will not be confined to price only. In addition to meeting the Technical Specifications, the successful proponent must also demonstrate the product best serves the interests of the Village when price, performance, Village social procurement objectives, quality and delivery are considered.

Mandatory Criteria
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Three duly signed copies of the Proposal submitted.
Proposal must be received at the closing location by the specified Closing date and time.

Point-rated Criteria	Points Assigned	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and qualifications	25						
Audit implementation	20						
Audit fees	30						
Reputation and feedback from references	5						
Additional Services	10						
Social Procurement	10						
Total Points	100						

6.0 COMMITMENT BY THE VILLAGE

- a) The Village will make available, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and copies of relevant background information, including hard copies that are not posted on the Village website.
- b) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- c) Village meeting rooms, when available, may be used at no charge to the Consultant and are to be arranged through Village administration.

D. SCOPE OF WORK**1.0 OVERVIEW OF THE VILLAGE OF CUMBERLAND**

The Village was incorporated in 1898 and is located on north of Vancouver Island in the Comox Valley. The Village's population as per the 2016 census is 3,753 people. The Village of Cumberland is governed by a five member council.

The Village has an annual operating and capital budget of approximately \$16 million, provides municipal services to residents and also taxes residents on behalf of the Comox Valley and other taxing authorities for services that are shared. The municipality's revenues consist largely of taxes from its residents, user fees, fees for services and government transfers.

As at December 31, 2018, the Village of Cumberland held approximately \$1.66 million in statutory reserves and \$56.82 million in accumulated surplus. The municipality has \$3.15 million in long-term debt financing.

Audit firms who are considering a proposal pursuant to this request are encouraged to visit the Village's website at cumberland.ca for a more detailed overview of the Village's characteristics and activities. To assist in the preparation of the proposal, the Village's financial information can be found at our municipal website cumberland.ca by searching "financial reports" and "financial plan bylaw". Information that guides Village procurement, including the social procurement framework, can be found by searching "social procurement".

Financial Systems and Statistic

The Village of Cumberland utilizes Diamond financial software package GP2018. Village computers run in Windows 7 and Windows 10 environments. The Diamond financial system is available on finance staff desktop computers up to a maximum of six concurrent users and includes modules for general ledger and financial reporting, budget, payroll, accounts receivable and payable, business licences, property tax and utility billing, cash collection, banking and tangible capital assets. Please note that the tangible capital asset inventory and valuations are currently maintained in MS Excel spreadsheets.

Electronic data files are currently received and processed from the following databases:

- 1) Bank payment files for utility and property tax customers – consolidates payments made at the various banks or via the internet or telebanking;
- 2) Payroll direct deposit files for staff transferred biweekly; and
- 3) Sensus meter reading software – to upload water meter readings for billing purposes.

Statistics related to specific financial activities are:

1. Payroll – approximately 86 active employee records with a typical biweekly payroll of approximately \$76,000 containing 26 payments
 - 28 permanent employees and 21 casual or temporary employees
 - 5 Mayor and Council paid monthly
 - 32 volunteer firefighters paid for practices and callouts paid annually.
2. Property Tax Receivable – over 1,700 active customer accounts with annual levies over \$2.0 million.
3. Utilities Receivable – over 1,500 active customer accounts with billings totaling approximately \$1.44 million per year
 - 1,485 garbage, organics and recycling customers billed quarterly
 - 1,509 sewer customers billed quarterly
 - 1,428 water customers billed quarterly
4. Other Receivables – the Village sells bulk water and fire protection services to Comox Valley Regional District and other miscellaneous receivables.
5. Accounts Payable – in 2018 the Village processed over 4,300 invoices totaling approximately \$13.2 million.
General Ledger – over 1,200 active ledger accounts.

2.0 PROJECT OVERVIEW

The Village of Cumberland (VOC) invites qualified accounting firms to submit proposals to perform annual financial audit services for the Village of Cumberland. It is the intention of the Corporation of the Village of Cumberland (VOC) to enter into a three-year agreement for the fiscal years 2019-2021 inclusive, subject to the performance of the audit firm. After the completion of each annual audit, the Village will conduct an evaluation of the audit and provide recommendations for the following year. Subject to satisfactory performance of the services by the successful firm, the term may be extended, if mutually agreeable, for an additional two (2) year period.

3.0 PROJECT OBJECTIVES AND ACTIVITIES

The Auditor will be required to examine the financial records, systems and controls of the Village of Cumberland including the Cumberland Recreation transactions, in accordance with Canadian generally accepted auditing standards and the provisions of the Local Government Act and Community Charter, and to then provide separate written audit reports with an audit opinion on the consolidated financial statements as prepared by Village of Cumberland staff. The Auditor's report should be suitable for printing within the financial statements and be addressed to the Mayor and Councillors.

The Auditor will be required to attend a Council meeting to present and explain as necessary the audit reports so that Council can approve the Village financial statements prior to the statutory deadline of May 15th of each year. In addition, the auditor will review and sign certain pages of the Provincial Financial Reporting forms and/or forms required by any federal government ministry or agency, prepared by Village staff.

The management letter for the Village of Cumberland is required every year outlining the results of the audit with any noted significant discrepancies or suggestions for improvement.

The Village of Cumberland does not have an audit committee. The Auditor will report audit findings to the Financial Officer during the course of the audit engagement. The auditors shall immediately upon discovery of information or conditions, which would otherwise lead to the inclusion of a qualified opinion with respect to the financial statements, inform and fully discuss such matters with the appropriate staff. In addition, the auditors shall, as far as possible, allow a reasonable period of time for Village staff to make an investigation, analyze, report and take such corrective action as to avoid the inclusion of such qualification. The Financial Officer wishes to be advised of any weaknesses in internal controls noted during the Audit.

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

The Auditor will respond to and discuss with the Village's staff accounting, auditing, tax and other issues arising throughout the year. Inquiries, if any, are infrequent, usually brief and specific in nature, and may require a written confirmation. It is expected that such inquiries would be included in the fee schedule provided and would not incur additional billing or that Village staff would be advised of any additional charges prior to services being provided.

Work To Be Provided By Village Staff

- Preparation of year-end working papers for all entities including:
 - supporting working papers for all significant asset and liability accounts;
 - financial statement lead sheets;
 - comparative analysis of current and prior actual;
 - comparative analysis of current actual to current budget; and
 - audit confirmations to banks, lawyers and other entities as required upon receipt of forms from auditors.
- Preparation of annual financial statements including related schedules and notes. Statements are substantially complete in draft form by the end of the

week of the audit fieldwork. Comments as to financial or procedural improvements are welcome.

- Preparation of Provincial Financial Reporting forms is done by Village staff. Audit is limited to signing the pages designated by the Province.

4.0 REMUNERATION

- a) Invoices shall be paid by the Village up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- b) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- c) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

5.0 AVAILABLE INFORMATION

- a) Proponents wishing to submit a proposal are encouraged to review the following materials to confirm the accuracy and completeness of their proposal prior to submission.
- b) Electronic consolidated versions of the following are available on the Village website cumberland.ca (*Search Plans, Reports and Studies and search bylaw directory*). (Note that the website does not contain the official version of any referenced Bylaws: The Village does not warrant the accuracy or completeness of the electronic version of the bylaws and in no event will the Village be liable or responsible for damages of any kind arising out of their use. Please contact the Village directly for official versions of any bylaws.)
 - Village bylaws
 - Village of Cumberland Corporate Strategic Priorities
 - Village studies, masterplans and strategies

E. CONTRACT CONDITIONS

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Village based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section B.12.

1.0 COMPLIANCE WITH LAWS

The Consultant will comply with all laws applicable to the work or performance of the Contract.

2.0 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect of the province of British Columbia.

3.0 INDEMNITY

Notwithstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Village, its employee(s), agent(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “Claims”), that the Village may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions, including negligent acts or omissions of the Consultant or its sub-contractor(s), servant(s), agent(s) or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Village, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

4.0 INSURANCE

The Consultant will be required to provide and maintain professional liability insurance in an amount not less than \$1,000,000.00 insuring the Consultants’ liability resulting from errors and omissions in the performance of professional services under the Contract. Proof of insurance must be provided to the satisfaction of the Village.

5.0 REGISTRATION WITH WORKSAFEBC

The Consultant shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Village may consider providing the Consultant coverage under the Village’s existing Work Safe BC coverage. Any such inclusion under the Village’s existing coverage shall be at the Consultants expense.

6.0 OWNERSHIP

The material produced, furnished and used by the Consultant as a result of this Agreement will be the exclusive property of the Village upon completion of the Work.

F. PROPOSAL FORM

Village of Cumberland
Financial Audit Services

CLOSING: 2:00 PM PACIFIC DAYLIGHT TIME ON JULY 8, 2019

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals for the Village of Cumberland Financial Audit Services and the Proponent acknowledges receipt of addenda # _____ through addenda # _____

Name of Firm: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Contact Name: _____

Position : _____

Phone: _____ **Fax:** _____

Email: _____

Authorized Signature

Name and Title

Date