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**RFP ADDENDUM #1**  
Date of Addendum: July 5, 2017

**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

**PROPOSAL SUBMITTAL DEADLINE**

The Proposal submittal deadline remains the same and is not changed by this Addendum.

**1.0 – RFP**

Item	Section	Description of Change
3.1.2	Scope of Work	Delete in full the last sentence of the paragraph: "All schedules to the financial statements (see 2016 audited financial statements on the Village's website) are to be reported as supplementary information."

**END OF ADDENDUM**



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# Village of Belcarra

## REQUEST FOR PROPOSAL

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### **Audit Services**

#### **Issue date:**

Monday, June 26, 2017

#### **Proposal Submissions:**

Three (3) complete copies of the Proposal  
Proposal should be clearly marked "*Request for Proposal: Audit Services*"

Proposal to be received at:

Village of Belcarra  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8  
Attn: Lorna Dysart, Chief Administrative Officer  
Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)  
Phone: 604-937-4100

#### **Closing date and time:**

Tuesday, August 8, 2017  
2:00 pm PST

#### **Contact for Questions:**

Any questions are to be submitted in writing, by email, to the contact person below.

Nancy Gomerich, Financial Consultant, NG Consulting

Email: [nancy@ngconsulting.ca](mailto:nancy@ngconsulting.ca)

Phone: (604) 463-9845



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## INTRODUCTION

### 1. PURPOSE OF THE REQUEST FOR PROPOSAL

- 1.1. The Village of Belcarra requests proposals from qualified accounting firms for professional services to audit their annual consolidated financial statements and supplementary financial information. The service period is for a five (5) year term (2017-2021 inclusive) beginning with the fiscal year ending December 31, 2017. The appointment of the external auditor is subject to the approval of the Village of Belcarra Council.

### 2. DEFINITIONS

- 2.1. Where used in this proposal, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

“**The Village**” means the Village of Belcarra;

“**RFP**” means Request for Proposal;

“**Proponent**” is defined as “an individual or a company that submits, or intends to submit, a proposal” in response to this Request for Proposal;

“**External Auditor**” means the successful proponent to this Request for Proposal.

### 3. SCOPE OF WORK

3.1. **The successful proponent will be responsible for the following:**

- 3.1.1. Preparing in good form, from a draft provided by the Village staff, the annual financial statements in accordance with generally accepted accounting standards.
- 3.1.2. Performing an annual audit in accordance with generally accepted auditing standards (as applicable) and the provisions of the Community Charter, this may include advice on internal control and related procedures. All schedules to the financial statements (see 2016 audited financial statements on the Village’s website) are to be reported as supplementary information.
- 3.1.3. Attending meetings with Village staff and Council as required for establishing the audit process and planning, executing and reporting on the audit of the financial statements.
- 3.1.4. Discussing with and advising Village staff on accounting, auditing and tax issues that may arise during the year.
- 3.1.5. Issuing special reports in connection with statutory financial reporting requirements to the Province.

**3.2. The Village’s staff will perform the following functions in relation to the annual audits:**

- 3.2.1. Preparation of the year end working papers and related documents, as requested by the external auditor.
- 3.2.2. Preparation of a draft of the Village’s financial statements, including all related schedules, but excluding notes. The financial statements to be available at the beginning of the year end audit visit.
- 3.2.3. Arrangement of audit confirmations to banks, lawyers and other entities as required upon receipt of forms from the external auditors.
- 3.2.4. Preparation of the Provincial Financial Reporting forms (LGDE).
- 3.2.5. Provision of access to on-site meeting space, phones, copiers, faxes machines.

**4. ANNUAL AUDIT SCHEDULE**

- 4.1. The firm whose Proposal is accepted would be expected to perform an interim audit in October/November and the final audit in late February to mid-March.
- 4.2. The audited Financial Statements of the Village must be submitted to the Ministry of Community, Sport and Cultural Development by May 15<sup>th</sup> each year. The management letter and final closing conference between Village staff and the external auditor must be completed by April 30<sup>th</sup> of each year.
- 4.3. Delays in the delivery of final audited financial statements due to audit firm or professional association requirements for second party reviews are not considered acceptable, and management of any such requirements will be the responsibility of the audit firm.

**5. PROPOSAL CONTENT AND FORMAT**

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 6.1 – 6.6 must be included. The following format and sequence should be followed in order to provide consistency in proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

**6.1 Proponent Commitment – Signature and Acceptance**

- 6.1.1. Signature and Acceptance (Section 9) must be signed by a person authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this RFP;
- 6.1.2. All other pages of the RFP should be initialed by the authorized signatory of the company and **ALL** pages of the original RFP documents are to be returned when submitting the proposal to the Village.

**6.2. Qualifications and Experience:**

- 6.2.1. Title page, showing the proponents name, contact person and title, address and contact information (telephone and email);

- 6.2.2. The location of the office from which the work is to be performed, the number of partners, managers and other professional staff employed at that office;
  - 6.2.3. Identification of the partner, managers and supervisors who will be assigned to the Village's audit. Include short biographies of each supervisory person along with professional qualifications and summary of relevant experience;
  - 6.2.4. Audit personnel maybe changed at the discretion of the proponents, provided that replacements have substantially the same or better qualifications or experience. Indicate how the quality of staff over the term of the engagement will be assured;
  - 6.2.5. A list of current and prior municipal or other public sector audit clients including the number of years of service on each;
  - 6.2.6. Non-auditing professional services provided to other municipal clients and innovative products offered by your firm could be included.
- 6.3. Cost of Services:**
- 6.3.1. An estimate of the total hours of work required to complete the audit, broken down by major anticipated tasks;
  - 6.3.2. The hourly billing rates for each category of staff;
  - 6.3.3. Other identified additional costs or disbursements, and how these will be charged;
  - 6.3.4. An all-inclusive maximum cost for the requested work should be clearly laid out for each of the next five (5) years for the basic audit services.
- 6.4. Rates for Additional Services:**
- 6.4.1. A pricing structure for additional work.
- 6.5. Audit Approach**
- 6.5.1. Provide a statement of the firm's understanding of the work to be done and provide a description of the firm's audit approach and commitment to perform work within the time period;
  - 6.5.2. Include a description of the range of services provided by the local office.
- 6.6. References**
- 6.6.1. Proponents should provide a minimum of three references for which you have provided similar services, preferably references from municipalities of similar size. Please include the name, email and telephone number of the principal client contact.
- 6.7. Value added Services**
- 6.7.1. Describe the methodology to be used for keeping the Village abreast of any changes in accounting principles or legislation that impact financial reporting;
  - 6.7.2. Describe the firm's experience in providing additional services to government and the nature of such services.
- 6.8. Proof of ability to obtain liability insurance
- 6.9. Proof of ability to obtain professional liability insurance

- 6.10. WCB account number and evidence of good standing; and
- 6.11. Any other information or added value that the proponent feels in relevant to the RFP.

## 7. BACKGROUND INFORMATION

- 7.1. The Village was incorporated on August 22<sup>nd</sup>, 1979 and has a population of about 700. The Village is a rural, almost entirely residential community situated on the east side of Indian Arm in the Northeast sector of Metro Vancouver.
- 7.2. The Village services include general government, planning & development, transportation (roads, drainage and trails), refuse & recycling (deport operation), and water. For additional information see the 2016 Audited Financial Statements (in Annual Report) and the 2017-2021 Financial Plan, which can be located on the Villages website [www.belcarra.ca](http://www.belcarra.ca):
  - [http://belcarra.ca/reports/2016\\_Belcarra\\_Annual\\_Report.pdf](http://belcarra.ca/reports/2016_Belcarra_Annual_Report.pdf)
  - [http://belcarra.ca/bylaws/vob-bylaw-506\\_five-year\\_financial\\_plan\\_2017-2021.pdf](http://belcarra.ca/bylaws/vob-bylaw-506_five-year_financial_plan_2017-2021.pdf)
- 7.3. The Villages’s fiscal year runs from January 1 to December 31 with accounting transactions processed through the Financial Services division at Village Hall. Other facilities include the Operations Building, and two Water Service Buildings.
- 7.4. The Village uses the following software applications relating to financial accounting:
  - 7.4.1. Vadim software for the general ledger, accounts payable & receivable, and property taxes. The village does not use a maintenance management system.
  - 7.4.2. Excel for tangible capital assets and budget.
- 7.5. The Village’s payroll is calculated by a third party (Ceridian) based on hours and rate information provided by the Village.

## 8. EVALUATION CRITERIA

The Village will evaluate each proposal received in terms of the responses to the requirements of this RFP including but not limited to the following:

- 40% Qualifications and Experience (including references)
- 40% Cost of Services
- 20% Other:
  - Audit Plan and Approach
  - Value Added Services
  - Completeness of the Proposal

## PROPONENT COMMITMENT

### 9. SIGNATURE AND ACCEPTANCE

This section to be completed by the Proponent and submitted with the proposal:

Provided that this proposal is accepted within NINETY (90) calendar days from the date of closing, the undersigned offers and agrees, on behalf of the company named below, to furnish or supply to the Village all or any part of the items and/or services upon which prices are stated, at the price set opposite each item at the prices quoted and to deliver the same within the time specified, and under the terms set forth in the RFP document, the Proponent's proposal and any and all addendum or other applicable documents, which shall together form the agreement.

The Proponent acknowledges that \_\_\_\_\_ addenda have been received for this RFP and that the Proponent understands that it is the Proponents' ultimate responsibility to ensure all addenda issued have been received.

The Proponent is an  Individual  Partnership  Company (*check where applicable*) incorporated under the laws of \_\_\_\_\_.

#### **Name(s) and address of Individual, Partnership or Company proposing:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address / Village / Postal Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

#### **Signature and Title of person authorized to sign proposal:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Date (print)



## GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

### 10. INSTRUCTIONS TO PROPONENTS

10.1. Any queries regarding the item(s) on this RFP are to be directed only to:

**Nancy Gomerich**

Financial Consultant, NG Consulting,

Phone: 604-463-9845

Email: nancy@ngconsulting.ca

10.2. This proposal is not to be discussed with any Village staff or Council member, other than mentioned in 10.1 above, except at the direction of the contact described in 10.1 above. Proponent(s) in violation of this term may have their proposal rejected. Information obtained from any other source is not official and should not be relied upon. If information additional to that disclosed in the RFP is supplied, the Village will issue a written addendum and post it on the BC Bid website. It is the responsibility of the proponent to monitor this website to check for updates. **Please submit enquires to the contact person at least THREE (3) days prior to the RFP closing.** Enquiries received after this time period may not be responded to.

10.3. The proponent is encouraged to check RFP documents for accuracy. Any changes initiated by the proponent must be endorsed by the proponent's initials at the point of change. Violation of this condition may result in the item(s) in error being cancelled for consideration from this RFP.

10.4. All original proposals are to be signed in the place provided on the Signature and Acceptance section by an officer or employee having authority to bind the proposal by their signature. All other pages of the RFP should be initialled by the authorized signatory of the company and **ALL** pages of the original RFP documents are to be returned when submitting the proposal to the Village.

10.5. Proponents should respond in detail to all requirements of this RFP in order for their submitted response to be fully evaluated. Failure to comply with this request may result in loss of points in the evaluation process.

10.6. The proponent understands that by submitting this Proposal you certify that:

10.6.1. the prices quoted have been arrived at independently from those of any other proponent;

10.6.2. the prices quoted have not been disclosed to any other proponent or competitor; and

10.6.3. no attempt has been made, nor will be made, to induce any person to submit, or not to submit, a proposal for the purposes of restricting competition.

### 11. SUBMISSION OF PROPOSALS

11.1. Proposals will be received by the Village to furnish the supplies, services or equipment as described herein, subject to the attached instructions, terms, specifications, and price quotation. The method of delivery to accomplish this is the responsibility of the proponent.

11.2. Proposals shall be submitted on the original forms provided and returned in a sealed package to:

Village of Belcarra  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8  
Attn: Lorna Dysart, Chief Administrative Officer  
Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)  
Phone: 604-937-4100

**REQUEST FOR PROPOSAL: AUDIT SERVICES**

11.3. To ensure that the Proposal package is identified as a time-sensitive package, please submit the response in the envelope or package clearing marked "Request for Proposal: Audit Services".

11.4. Proposals will be received until **14:00:00** pacific local time, **August 7, 2017** time to be determined by the clock on the Villages' Administration computer.

11.5. Proposals received after the closing time will be returned unopened.

11.6. It is the proponent's responsibility to allow sufficient time for their agent to deliver their proposal by the time and date specified.

**11.7. Facsimile or electronic mail proposals will not be accepted.**

11.8. Proposals will be privately opened after the closing time.

11.9. The Village can elect to permit a correction, clarification, or amendment, in the case of any one or more non-conforming, non-compliant, or qualified Proposal, or any error, irregularity, or other failure in one or more Proposals. The Village reserves the right, in the interest of the institution, to waive any minor informality or irregularity in proposals received.

**12. NUMBER OF COPIES**

12.1. In addition to returning the **original** proposal document, we request that you provide two (3) additional copies.

**13. CONTRACT DOCUMENTS**

13.1. Proponents shall be responsible to ascertain that they are in possession of a full set of proposal documents when preparing their proposal bids.

13.2. Addenda to proposal documents issued prior to closing of proposal bids shall be incorporated into the proposal and become part of the proposal documents.

13.3. Proponents finding discrepancies, ambiguities or omissions in the proposal documents, or are in doubt as to their meaning, shall at once notify the Villages' contact as described in section 10.1 above, who will make a ruling and issue an addendum. Such notification shall be made no later than THREE (3) working days prior to closing of proposals. If a ruling is not issued, proponents shall submit for the more expensive alternative.

13.4. Any cost incurred by the proponents in the preparation of the proposal documents will be borne solely by the proponent and the proposal documents will become the property of the Village.

**14. LIABILITY FOR ERRORS**

14.1. 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. FREEDOM OF INFORMATION**

15.1. All proposals submitted become the property of the Village and as such, are subject to the Freedom of Information and Protection of Privacy Act. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

**16. CONFIDENTIALITY OF INFORMATION**

16.1. This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

16.2. Information pertaining to the Village obtained by a proponent as a result of participation in this process is confidential and must not be disclosed except as required to fulfil the obligations of the proponent under the Agreement.

**17. OWNERSHIP OF PROPOSALS**

17.1. All Proposals and subsequent information or materials, submitted to the Village become the property of the Village and will not be returned. They will be received and held in confidence by the Village subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

**18. PRICING**

18.1. All prices shall be in Canadian currency exclusive of any applicable taxes.

**19. DISCLOSURE OF INTEREST**

19.1. A proponent shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure.

**20. NEGOTIATION**

20.1. The Village reserves the right, prior to contract award, to negotiate changes to the scope of the work or to the contract documents (including pricing) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the work or to the contract documents; and the Village may enter into a changed or different contract with the proponent(s), proposing the “best value,” without liability to proponents who are not awarded the contract.

20.2. If a written contract cannot be negotiated with the first potential proponent, the Village may terminate negotiations with that proponent and negotiate a contract

agreement with another proponent selected as the next potential proponent according to the evaluation procedure, or may choose to terminate the RFP process and not enter into any contract with any of the proponents. The Village also reserves the right to enter simultaneous negotiation with multiple proponents separately.

20.3. If any agreement cannot be negotiated within THIRTY (30) days of notification to the successful proponent(s), the Village may, at its discretion, terminate negotiations with that proponent(s) and may negotiate an agreement with another proponent(s) of its choice or terminate the RFP process.

**21. WITHDRAWAL OF PROPOSAL**

21.1. Proposals may be withdrawn personally, by written notice, by facsimile, or by electronic mail, provided such notice of withdrawal is received by the Village prior to the proposal closing time.

**22. REVISION OF PROPOSAL**

22.1. A proposal already delivered to the Village may only be revised in the following manner:

22.1.1. The revision must be plainly referable to a particular proposal.

22.1.2. Revisions to proposals already received shall be submitted only by facsimile, electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words.

23.2 Please note in the case of revisions to proposals, the Village assumes no responsibilities and the proponent assumes all risks of using facsimile or electronic mail communication for revisions. The revision must be received by the Village prior to proposal closing time. It is recommended that when a proponent makes revisions, the proponent confirm receipt by contacting the Village (see 10.1 of Section 10-Instructions to Proponents).

**23. ACCEPTANCE OF PROPOSAL**

23.1. This RFP should not be construed as an agreement to purchase services. Neither the Council nor the Village is bound to enter into an agreement with any proponent that submits the lowest priced proposal or with any proponent.

23.2. No proponent will acquire any legal or equitable rights or privileges relative to the services prior to full execution of a written agreement for the services required.

**24. RIGHT TO REJECT**

24.1. The Village reserves the right to reject any or all proposals and to accept any proposal it considers advantageous. The lowest or any proposal may not necessarily be accepted if the Village determines, at its sole discretion and after appropriate investigation and evaluation, that:

24.1.1. the proposal must be cancelled due to financing problems or changing economic circumstances;

- 24.1.2. information becomes available after closing which significantly changes the original scope of work and/or the technological aspects of the proposal;
- 24.1.3. the bid, or any of the bids, exceed the project spending approval; or
- 24.1.4. less than THREE (3) proposals are received.

**25. AWARDING OF PROPOSAL**

- 25.1. Submitted proposals will be open for acceptance and will be irrevocable for NINETY (90) days. The lowest or any proposal will not necessarily be accepted.
- 25.2. The RFP, proposal submission, and any accompanying documents, including terms, instructions, specifications, and any attachments shall become part of any contract entered into between the successful proponent and the Village.
- 25.3. This proposal, if awarded, may be in whole or in part. Individual items may be deleted from the award if the price quoted is substantially higher than other competitive bids received.
- 25.4. Failure to complete the proposal document and/or proposal documents, which contain qualifying terms or otherwise fail to conform to the original proposal documents, may be disqualified or rejected.
- 25.5. Awards shall be made on proposals that will give the greatest value based on the evaluation criteria herein.
- 25.6. Criteria for award or rejection of this proposal may include but not be limited to the following: price, service, added value, and compliance and criteria as outlined in Section 18 Evaluation Criteria.
- 25.7. **The successful bidder(s) is expected to enter into a Contract with the Village as per Appendix B.** Acceptance of proposal shall be by official purchase order or formal written notice.

**26. FINAL ACCEPTANCE**

- 26.1. Acceptance of the successful proponents' proposal(s) and any resulting agreement(s) shall be subject to final approval by the Village.

**27. TERM OF CONTRACT**

- 27.1. This contract shall be in effect for a FIVE (5) year period. Any pricing changes and the addition or deletion of items, will be negotiated between the successful proponent and the Village. Effective date for this contract will be date of signing.

**APPENDIX A—ESTIMATED VOLUMES AND STATISTICS 2016**

Population	700
No. of Property Rolls	512
No. of Business Licenses	26
No. of Building Permits Issued	13
No. of General Ledger Accounts	570 (active and not active)
No. of Employees	6
No. of Cheques Issued	about 300
No. of Bank Accounts	1

**APPENDIX B—DRAFT CONTRACT**

**VILLAGE OF BELCARRA**

**AGREEMENT FOR AUDIT SERVICES**

**PARTIES**

This Agreement for Services is made between:

**VILLAGE OF BELCARRA**  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8

(the "Village")

AND:

**[LEGAL NAME OF CONTRACTOR]**  
**[ADDRESS]**

(the "Contractor")

The following terms and conditions are entered into as a result of a Request for Proposal (RFP) and bidder's submission to that RFP, which submission has been awarded the contract for the provision of Property Appraisal Services. This contract includes the conditions herein, as well as any statements, promises or claims, including but not limited to delivery, warranty, specifications and pricing, made by the bidder through the RFP process.

**WHEREAS**, the Village desires that the Contractor make available its services in those areas in which the Contractor has special professional and technical qualifications; and

**WHEREAS**, Contractor has represented that the Contractor is skilled in providing these services;

**NOW, THEREFORE** in consideration of the mutual premises and covenants contained herein, the parties agree as follows:

**SERVICES**

1. The Contractor shall provide professional services necessary for the completion of the annual financial audit including but not limited to:

[EITHER PROVIDE A LIST OR REFER TO AN ATTACHED APPENDIX DETAILING THE PROJECT SCOPE DELIVERABLES, MILESTONE DATES, EXPECTATIONS, ETC.]

on the terms and conditions set out in this Agreement (the "Services") in an efficient, competent, timely and professional manner to the full satisfaction of the Village. This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.

2. The Contractor shall designate [IDENTIFY PERSON(S)] to perform the Services. Should the Contractor designate any other personnel to perform the Services, it shall do so only with the prior consent of the Village. In the event that any of the Contractor's designated personnel do not perform the Services to the full satisfaction of the Village, the Village reserves the right to request the Contractor to make a change in personnel at the Contractor's expense.
3. The Village reserves the right to amend or vary these Services upon notice in writing to the Contractor, or, as may be agreed between the Village and the Contractor from time to time.
4. The Contractor shall determine the method by which the Services are performed, subject to such reasonable instructions as the Village may provide from time to time. Liaison with the Village respecting the Services shall be Sandra Kurylo, Director Financial Services, Village of Belcarra (the "Village Liaison").
5. The Village may designate from time-to-time, in writing, one or more of its employees having on the Village's behalf, authority to deal with the Contractor in connection with the Services and to make decisions binding on the Village falling within the scope of this Agreement (the "Designate(s)").
6. The Contractor shall provide the Village Liaison and/or Designate(s), upon request, with reports regarding the work done, and to be done, in connection with the performance of the Services.
7. The Contractor represents to the Village that [NAME OF PERSON(S)] or any designated Contractor personnel approved by the Village has the required skills, training and experience to perform the Services.
8. The Contractor agrees to assign a competent, adequate and skilled work force to perform the Services.
9. The Contractor agrees to remove and replace any person whom the Village deems to be unfit in any way.
10. The Contractor is free to provide services to other clients during the Term of this Agreement, so long as such activities do not interfere with or conflict with the Contractor's obligations under this Agreement.
11. The Contractor agrees to perform the Services with that standard of care, skill and diligence normally provided by a highly regarded professional in the performance of similar services. It is understood that the Contractor must perform the Services based, in part, on information furnished by the Village and the Contractor shall be entitled to rely on such information; however, the Contractor is given notice that the Village will be relying on the accuracy, competence and completeness of the Services provided by the Contractor in utilizing the results of the Services.

**NON-EXCLUSIVE AGREEMENT**

12. This Agreement shall not be an exclusive Agreement, or in any way limit the Village from dealing with any other businesses for additional or related products and services.



**TERM**

- 13. This Agreement commences on [BEGINNING DATE OF TERM] and ends upon the completion of the Services to the full satisfaction of the Village Liaison, which completion should be no later than [ENDING DATE OF TERM] (the "Term").
- 14. The Village does not warrant or guarantee any future business. There is no automatic renewal of Term for this Agreement.

**PAYMENT**

- 15. The Village will pay the Contractor for the Services, excluding expenses, a rate of [SPECIFY RATE, PER HOUR/MONTH, ETC.] for all the described Services performed and completed to the full satisfaction of the Village.
- 16. The Contractor shall invoice the Village on a monthly basis which details the Services performed, the person performing each of the Services, the time spent and the fee for each of the Services. Invoices should be submitted in duplicate to the Village Liaison and/or Designate(s) for approval.
  - a. If the Village approves of the Services which are the subject of the invoice, the Village shall pay the Contractor the amount of the approved invoice or part thereof thirty (30) days following the date of the Village's approval.
  - b. If the Village does not approve of the Services or part of them which are the subject of the invoice, the Village shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the Village before the Village shall be obliged to pay the invoice or any part of it, as the case may be.
- 17. With respect to expenses, the Contractor shall be reimbursed only for expenses with the prior approval of the Village and which are accompanied by sufficient and substantiated documentation acceptable to the Village as follows:

The Village will not be liable for and will not pay any unapproved expenses or increases in fees. The Contractor is expressly agreeing to complete all the described Services for the consideration expressed herein.
- 18. The Contractor is a GST/PST Registrant with the registration number [FILL IN OTHERWISE OR HAVE STATED AS A SMALL SUPPLIER IE. NOT REGISTERED, GST/PST NOT APPLICABLE]. The Contractor's invoices will clearly show the amount of tax as a separate tax.

**WARRANTY OF WORK**

- 19. The Contractor warrants that the Services are free of all defects, deficiencies, and problems arising from workmanship for a period of twelve (12) months from the date of approved final completion.
- 20. If, in the sole opinion of the Village defects, deficiencies or problems appear during the warranty period, the Contractor shall immediately remedy, replace, re-perform or correct the Services at no cost to the Village within a time fixed by the Village.
- 21. If the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the Village, the Village may remedy, replace, re-perform or correct the Services and,

any damage arising from it, by whatever means it chooses and the cost of same shall be paid by the Contractor.

- 22. The Contractor further warrants that any Services which have been repaired, replaced, re-performed, remedied or corrected shall be free of defects, deficiencies or problems arising from faulty workmanship for a further period of twelve (12) months from the date of completion of the required repair, re-performance, remedy or correction.
- 23. The Contractor warrants that all software and document files not provided by the Village and used in the performance of the Services, to be Virus free. Virus shall mean a code fragment with the ability to reproduce by modifying other programs, applications or documents to include a copy of itself. Later, it may expose itself by wiping out disk files or by causing other problems on the system. The Contractor also warrants that any file, be it an executable, data file or document produced by electronic means be scanned with adequate virus scanning software prior to its introduction to any Village computing system. This software must be kept current, being updated at least once a month or as needed. In the case that a Village computing system is infected by a Virus, found to be traced back to the Contractors activities, the Contractor will be liable for the cost of clearing all Village computing systems of the Virus.

**SUSPENSION OF WORK**

- 24. The Village may at any time in its sole discretion suspend the Services for a specified or unspecified time by written notice to the Contractor.
- 25. Upon receiving notice of suspension, the Contractor shall immediately suspend all operations except those which in the Village’s opinion are necessary to preserve, care for and protect the Services.
- 26. The Contractor shall be entitled to be reimbursed for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the Services.

**RIGHTS IN INTELLECTUAL PROPERTY**

- 27. Any and all information, reports, documents, data, computer software, or other items of any nature whatsoever, in any form, prepared by the Contractor pursuant to this Agreement whether completed or not, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Contractor, its employees or agents during the performance of and/or pursuant to this Agreement shall automatically become the property of the Village.

**CONFIDENTIAL INFORMATION**

- 28. The Contractor agrees that any information, knowledge (including but not necessarily limited to, Village business practices, techniques, relationships, agreements, etc.), data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other information, knowledge, materials or products disclosed to the Contractor by the Village or otherwise produced, developed or known by the Contractor in providing the Services (collectively the "Confidential Information") will not be:
  - a. published or disclosed to any third party not either during or after the Agreement except as otherwise authorized by the Village to:

- i) those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Confidential Information in the provision of the Services; and
  - ii) third parties as to the extent necessary to provide the Services; nor
- b. used, sold or otherwise disposed of for value by the Contractor other than in the provision of the Services under this Agreement.

This section shall survive the termination of this Agreement.

29. The Contractor shall:

- a) comply with any rules or directions made or given by the Village with respect to safeguarding or ensuring the confidentiality of the Confidential Information;
- b) as authorized by the Village advise the Contractor's officers, employees and contractors to whom the Contractor may disclose the Confidential Information of the confidentiality and ownership provisions of this Agreement;
- c) do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Confidential Information.

This section shall survive the termination of this Agreement.

#### **TERMINATION**

30. The Village reserves the right at its exclusive option to immediately and without further notice, cancel any Agreement, or part thereof, without further liability of any kind:

- a) for failure by the Contractor to complete the Agreement in a timely fashion;
- b) for failure by the Contractor to meet described milestone events as required by the Agreement;
- c) for poor workmanship by the Contractor;
- d) for repeated or persistent faulty work or performance by the Contractor;
- e) for failure by the Contractor to remedy defects or deficiencies after being given notice to do so;
- f) if the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and such conditions are not cured within thirty (30) days of notice thereof from the Village to the Contractor;
- g) for any breach of condition of the Agreement by the Contractor;
- h) for any Act of God event which lasts longer than thirty (30) days;
- i) for its convenience at any time without cause, penalty or damages.

In addition, the Village expressly reserves all legal rights and remedies available under general laws of British Columbia, Canada in the event of termination including the right of set off.

31. Upon termination of this Agreement, the Contractor agrees that all files, information, data and documents pertaining to the Village's business including any software developed in part or in whole during the performance of the Services, shall remain the property of the Village, and shall promptly be delivered by the Contractor to the Village's office, and no photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information, documents or software without the express written consent of the Village.

**FUNDING**

- 30. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, then the Village shall have the unilateral right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

**RELATIONSHIP OF THE PARTIES**

- 32. The Contractor and the Village expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.
- 33. The Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform the Services.
- 34. The Contractor shall be solely responsible for all matters relating to leave, remuneration, Worker' Compensation, insurance premiums and discipline.

**DISPUTES**

- 35. In the case of any dispute arising between the Village and the Contractor, as to their respective rights and obligations under the terms and conditions of this Agreement and subsequent documents, either party shall be entitled to give the other written notice, within ten (10) working days of that party's awareness of such a dispute.
- 36. In the event that a mutually agreeable resolution is not reached in a reasonable period of time, the parties agree to the following procedure:
  - a) Disputes will be referred to the Village Liaison [NAME] and the Contractor's [CONTRACTORS REP] responsible for the relationship with the Village who will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) days, or such time as agreed to by both parties, the dispute will be escalated to the second level.
  - b) The Village's [EXECUTIVE TITLE] and the Contractor's senior executive for the region will work to resolve the dispute. If a resolution still cannot be reached the dispute will be escalated to the third level.
  - c) The matter in dispute may be referred to the British Columbia International Commercial Arbitration Centre ("BCICAC") for commercial mediation, pursuant to its rules. In the event the commercial mediation process is unsuccessful, the BCICAC will appoint an arbitrator. The decision of any arbitrator shall be final and binding upon the parties, including any decision of the arbitrator with respect to the costs of arbitration.
  - d) The place of arbitration shall be Vancouver, British Columbia.
  - e) Any of the above actions does not preclude the Village from entering into litigation against the Contractor or in accessing any other rights under law, including access to court proceedings.

**WORKERS' COMPENSATION**

- 38. The Contractor warrants and represents that it will comply with the relevant Workers' Compensation Board (WCB) requirements in the provision of the Services.
- 39. The Contractor is responsible for carrying and paying for WCB coverage for itself and all its employees, contractors and others engaged in providing the Services.
- 40. The Contractor agrees that it is the principal contractor for the purposes of the Workers' Compensation Board Industrial Health and Safety Regulations for the Province of British Columbia.
- 41. The Contractor must have a safety program acceptable to the WCB and must ensure that WCB safety rules and regulations are observed during performance of this Agreement.

**INSURANCE**

- 42. The Contractor warrants and represents that it has the following insurance coverage:
  - a) Commercial General Liability Insurance with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The Village shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.
  - b) Automobile Liability Insurance for a limit of not less than \$3,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
  - c) Where applicable, Property Insurance for the value of Contractor's property shall be maintained and shall include a waiver of subrogation in favour of the Village.
  - d) Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
- 43. At the request of the Village, the Contractor shall provide to the Village, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverage's shall provide for 30 days prior written notice to be given to the Village in the event of cancellation or material changes. With the prior consent of the Village, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverage's which are in like form and with limits as those to be carried by the Contractor.

**INDEMNITY**

- 44. The Contractor agrees to indemnify, defend and save harmless the Village including without limitation, its employees, agents, and elected officials from any or all suits, claims, demands, liens, and/or, expenses or fees (including legal fees) arising out of the Services offered under this Agreement.
- 45. The Contractor further agrees to indemnify, defend and save harmless the Village including without limitation, its employees, agents, and elected officials from all damages, losses, claims, costs,

expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Contractor, its employees, servants, sub-contractors and/or agents.

- 46. The Contractor agrees to indemnify, defend and save harmless the Village including without limitation, its employees, agents, and elected officials from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Contractor or Contractors' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this Agreement.
- 47. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

**CONFLICT OF INTEREST**

- 48. The Contractor declares that the Contractor has no financial interest, directly or indirectly, in the business of any third party that would be or be seen to be a conflict of interest in carrying out the Services.

In the event an interest is acquired or the Contractor should be found to be in a potential conflict of interest during the performance of the Services, the Contractor shall be required to advise and cure the conflict forthwith to the Village's satisfaction or shall be disentitled to any compensation under this Agreement.

The Contractor warrants and represents that neither it nor any person related to or affiliated with the Contractor has any relation to or affiliation with any faculty or staff of the Village which may in any way be seen (in the Village's sole and unfettered discretion) to create a potential conflict between the loyalties owed by such faculty or staff to the Village and loyalties owed directly or indirectly to the Contractor, except as disclosed by the Contractor to the Village.

**FORCE MAJEURE (ACT OF GOD)**

- 49. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption.
- 50. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 51. Should the force majeure event last for longer than 30 days, the Village may terminate this Agreement by notice to the Contractor without further liability, expense or cost of any kind.

**ASSIGNMENT**

- 52. The Contractor shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this Agreement without the prior written consent of the Village.

**GOVERNING LAW**

- 53. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

**MEDIA CONTACT**

55. The prior written approval of the Village is required for any news release, interview, other print/electronic media, or trade contacts that relate to this Agreement. Such written approval is generally not given.

**SEVERABILITY**

56. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

**WAIVER**

57. The Village may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other Contractor.

**NOTICE**

58. All notices under this Agreement shall be in writing and shall be deemed received, if properly sent to the addresses [INCLUDE IF FAX IS ALTERNATIVE “or to the fax number of the party provided below (or to such substitute address [or fax number] as may by notice have been substituted):

- a) By mail, on the fifth day following date of mailing; or
- b) By registered mail, on the seventh day following date of mailing; or
- c) [OPTIONAL “By fax, on the business day following date of transmission.”]

To the Contractor: [NAME OF INDIVIDUAL]  
[COMPANY LEGAL NAME]  
[FULL ADDRESS]

To the Village: [STAFF RESPONSIBLE FOR CONTRACTS]  
[TITLE]  
Village of Belcarra  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8

**COMPLIANCE WITH LAWS**

59. In carrying out its obligations hereunder, the Contractor shall familiarize itself and agrees to continuously conform to and to ensure its employees, agents and servants continuously conform to, all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and conditions, and shall obtain all necessary licences, permits and registrations as may be required by law.

60. The Contractor shall pay and discharge all wages, fees, salaries, charges, costs and expenses due and accruing due to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions therefrom required by law.

61. If the Village requests, the Contractor shall furnish evidence of such compliance to the Village forthwith.

**USE OF TRADEMARKS**

62. The Contractor acknowledges the proprietary interest of the Village in all names, trademarks, crests, or logos owned by the Village and shall not use any Village name, trademark, crest or logo without the written consent of the Village.

**INTERPRETATION**

63. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

**COUNTERPARTS**

64. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties. [IF APPLICABLE ADD "THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE" or "SCANNED ELECTRONIC COPY"]

**ENUREMENT**

65. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor's heirs, executors, administrators and assigns, and the Village, its successors and assigns.

**NON-DISCLOSURE**

66. This Agreement is considered Confidential Information.

**ENTIRE AGREEMENT/MODIFICATION**

67. This Agreement AND IN ADDITION THE RFP, RFP RESPONSE AND ANY ADDENDA or other applicable documents comprises the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

**Indicate your acceptance of this offer by signing and returning three copies of this Agreement.**

**AGREED AND ACCEPTED**

\_\_\_\_\_  
Signature per Village of Belcarra

\_\_\_\_\_  
Signature per Contractor

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Date (print)

\_\_\_\_\_  
Date (print)

NOTE: This Agreement is not valid unless signed by an authorized agent of the Village of Belcarra.