



TOWN OF OSOYOOS  
REQUEST FOR PROPOSALS

**2024**  
Department of Financial Services  
FINANCIAL AUDIT SERVICES  
December 31, 2024 to December 31, 2026

CONTRACT DOCUMENTS AND SPECIFICATIONS

Deadline  
Friday, September 27, 2024 @ 2:00pm

## **REQUEST FOR PROPOSALS FINANCIAL AUDIT SERVICES**

### **Summary**

The Town of Osoyoos (the Town) is seeking proposals from qualified accounting firms to provide annual financial audit services, which conforms to the requirements set out in Part B (the services).

Audits must be planned and executed in accordance with Canadian Generally Accepted Auditing Standards and the provisions of the *Local Government Act* and *Community Charter*. Audits will result in an opinion to the Municipal Council as to the fairness of the annual consolidated financial statements and related schedules.

The Auditor must have experience and expertise in performing municipal audits, be free of any obligations or interests that may conflict or affect their ability to perform and act as the Auditor of the Town and have the capacity to provide this service in a timely manner.

This RFP document describes the services sought by the Town and sets out the Town's RFP process, basic proposal requirement and the evaluation criteria the Town intends to use to select a preferred proposal.

Respondents are encouraged to use innovation to provide a proposal that meets the needs of the Town and adds additional value to the project.

Proposals may be submitted to:

**Town of Osoyoos  
Attention: Jim Zakall  
Director of Financial Services  
8707 Main Street (PO Box 3010)  
Osoyoos, BC, V0H 1V0  
Email: [jzakall@osoyoos.ca](mailto:jzakall@osoyoos.ca)  
Phone (250)495-6515  
Fax: (250)495-2400**

Proposals may also be sent electronically to the following email address:

Email: [jzakall@osoyoos.ca](mailto:jzakall@osoyoos.ca)

***Questions will not be accepted or answered after, September 27<sup>th</sup>, 2024 @ 2:00 PM.***

**\* PROPOSALS WILL NOT BE OPENED IN PUBLIC \***

In order to submit a response to this RFP, the Respondent **MUST** be registered as a Plan taker on the BC BID Website:

<https://www.bcbid.gov.bc.ca/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Only by being registered, can a Respondent be certain to receive addenda notifications. It is the Respondent's (Plan taker's) responsibility to acknowledge all Addenda

**TOWN OF OSOYOOS  
REQUEST FOR PROPOSALS  
FINANCIAL AUDIT SERVICES**

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**RFP Contents:**

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

- **Part A- Background**
- **Part B: The Services** – full details of the consulting Services required
- **Part C: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part D: The Contract** – the Contract the Town will enter into with the selected Respondent
- **Part E: Sample Forms** – Sample forms a Respondent should use to submit the information necessary to evaluate the Respondent.

**PART A**

**BACKGROUND**

The Corporation of the Town of Osoyoos was incorporated in 1946 and is located in the South Okanagan Valley. The current population is estimated to be 5,556 (2021 Statistics Canada).

The Town is governed by a five-member elected Council including a Mayor, plus two member elected Water Councillors for the Rural Water District.

The Town 2024 operating budget is approximately \$13.9 million. Major services provided to Osoyoos citizens include general government, roads, sewer and water services, garbage collection, landfill operations, cemetery services and parks and recreation services.

The Town has also entered into an agreement with the Regional District of Okanagan Similkameen for the management, operation and maintenance of the Sun Bowl Arena. One of the requirements of the agreement is that an audit is performed by the Town appointed auditor.

The Town uses the Vadim Financial software package as well as Book King Software for recreational services. Tangible capital asset inventories are maintained on excel spreadsheets.

- Number of property rolls 4,451
- Number of general ledger accounts 1,311
- Number of Utility Accounts 656
- Number of bank and investment accounts 10
- Number of home owner grants claimed (2023) 1,963
- Number of permanent full-time employees 42
- Estimated gross payroll (2023) 5,027,938
- Number of accounts receivable invoices issued (2023) 471
- Number of payments processed (2023) 9,233

The 2023 Audited Financial Statements can be found at:

<https://www.osoyoos.ca/services/financial-services/financial-statements>

Audit firms who are considering a Proposal pursuant to this request are encouraged to visit the Town's website at [www.osoyoos.ca](http://www.osoyoos.ca) for a more detailed overview of the Town's characteristics.

## **PART B**

### **THE SERVICES**

#### **1.0 SCOPE OF RFP**

The Auditor will be required to examine the financial records, systems and controls of the Town of Osoyoos and the Sun Bowl Arena in accordance with Canadian Generally Accepted Auditing Standards and the provisions of the *Local Government Act* and *Community Charter*, and to then provide written audit reports with an audit opinion on the consolidated financial statements.

The Auditors' report should be suitable for printing within the financial statements and be addressed to the Mayor and Council of the Town of Osoyoos. The Auditor will be required to attend a meeting of Council to present and explain as necessary the audit reports.

The Auditor will ensure all new or changed reporting requirements and auditing standards are communicated to the Town, in writing, to ensure that financial statements and notes incorporated within the financial statements are in compliance with current reporting requirements and auditing standards.

The Auditor will also be required to sign off on the annual applicable Local Government Data Entry (LGDE) form(s).

The scope of this work is limited to the annual audit only, and does not extend to any other audit, consulting, or performance audit work. The Town reserves the right to engage other qualified firms to undertake such work as may arise from time to time.

#### **Qualified Statement**

The Auditor 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 Town staff. In addition, the Auditor shall as far as possible, allow a reasonable period of time for Town staff to make an investigation, analyze, report and take such corrective action as to avoid the inclusion of such qualification.

#### **Annual Audit Schedule**

Before October 15<sup>th</sup> of each year, the Auditor shall correspond with Town staff to discuss a schedule of activities which lead to the completion of the annual audit.

The basic timeline will be as follows:

- Interim audit mid-October to mid-December of each year
- Year-end Audit, within March to April of each year
- Audit report and presentation to Council, prior to May 15<sup>th</sup> of each year

Town staff will be responsible for providing a full set of year end working papers, schedules, a trial balance and supporting documentation on a timely basis as well as assist in the financial statement presentation.

**PART C**

**RFP PROCESS**

**1.1 Timeline**

Key milestone dates are identified in Figure 1. These dates may change as the services unfold.

**Figure 1  
Milestone Dates**

Milestone	Date
Request for Proposal Issued	August 15, 2024
Request for Proposal Awarded	October 22, 2024
Contract/Purchase Order executed	October 23, 2024
2024 Audit to begin	December 1, 2024
2024 Audit to be completed	April 30, 2025
2025 Audit to begin	November 1, 2025
2025 Audit to be completed	April 30, 2026
2026 Audit to begin	November 1, 2026
2026 Audit to be completed	April 30, 2027

**1.2 Budget**

The Town shall establish budgets, sufficient to complete to complete each audit.

**1.3 Form Of Services Contract**

The basic form of contract the Town proposes to enter for the Contractor services is attached as **Part D** of this RFP. The Town may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

**1.4 No Contractual Obligations As a Result of RFP or Proposal**

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the Town and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

## **SUBMISSION REQUIREMENTS**

### **2.0 PROPOSAL CONTENT**

#### **2.1 Covering Letter**

A covering letter signed by an authorized representative of the Respondent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

Provide 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 Respondent's contact person, phone number and email address. State the home office as well as the address and phone number of any local office that will manage or assist in managing this audit.

#### **2.2 Respondent Team:**

A list of the individuals forming part of the Respondent's team that is to provide the requested Respondent services, including a description of each individual's role and a resume for each Team member acting in a supervisory capacity.

#### **2.3 Scheduling**

The proposal shall include a schedule for the delivery of the Services which will work within the Milestone Dates provided in figure 1, page 9.

#### **2.4 Fees & Disbursements**

The proposal will set out all fees and costs to be charged to the Town in order to complete each annual audit. Please refer to Price Table 1.

#### **2.5 Forms Provided in Part E**

Respondents shall complete and include all forms provided in Part E

### **3.0 INSTRUCTIONS TO RESPONDENTS**

#### **3.1 Questions Regarding this RFP:**

Any question a Respondent has related to this RFP process must be submitted to the Town in writing. Questions regarding this RFP must not be submitted to the Town via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the BC Bid System. Information obtained from any source other than the Town through the BC Bid System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the 'Deadline for Questions' detailed under Section 3.2 of this RFP. 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.

**3.2 Timetable:**

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

<b>Event:</b>	<b>Date:</b>
Issue Date of this RFP	August 15, 2024
Deadline for Questions	September 20, 2024
Last Day for Issue of Addenda	September 1, 2024
RFP Closing Date and Time:	September 27, 2024 2:00pm
Project Award (estimated)	October 23, 2024

Proposals may be submitted by hand to:  
Jim Zakall, Director of Finance  
Town of Osoyoos  
8707 Main St. (PO Box 3010)  
Osoyoos, BC, V0H 1V0  
up to 2:00pm local time on the closing date.

Proposals may also be sent electronically to the following email address:

**Email: [jzakall@osoyoos.ca](mailto:jzakall@osoyoos.ca)**

**Please Note:** Respondents are cautioned that the timing of their proposal submission is based on when the Proposal is received by the Town. Proposals submissions can be delayed due to file size, transmission speed and other factors. For this reason, it is recommended that the Respondent(s) allow sufficient time to deliver or email their Proposal, including all attachments and other submission details.

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

## **1. 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.

- 1.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the town in accordance with Section 3.2 Timetable.
- 1.2. "Contract" means a written contract for the provision of the Extreme Heat Assessment and Response Plan Services that may result from this RFP, executed between the town and the successful Respondent.
- 1.3. "Respondent" means the successful Respondent to this RFP who enters into a Contract with the Town.
- 1.4. "RFP Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 3.2. The time will be determined by the town web clock.
- 1.5. "Proposal" means a Proposal submitted by a Respondent in response to this RFP.
- 1.6. "Respondent" means a person or entity that submits a Proposal to this RFP.
- 1.7. "RFP" means this Request For Proposals (Extreme Heat Assessment and Response plan), including all forms.
- 1.8. "Section" means the numbered section of the referenced part of this RFP.
- 1.9. "Okanagan Fall Incorporation Study" means the Study which the town seeks to be provided by the successful Respondent, as outlined in schedule A.
- 1.10. "Services" means the services which the town seeks to be provided by the successful Respondent, as outlined in schedule A.
- 1.11. "Sub-Contractor" 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.
- 1.12. "Town" means the Town of Osoyoos.

## **2. 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 3.2 of this RFP.

## **3. 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 must contact the town in writing in the same manner as the original submission. To

withdraw a Proposal after the Closing Date and Time, the Respondent shall submit a request in writing to:

**Attention:**

Jim Zakall, Director of Finance  
Town of Osoyoos  
8707 Main St. (PO Box 3010)  
Osoyoos, BC, V0H 1V0

**AND/OR**

**Email:** [jzakall@osoyoos.ca](mailto:jzakall@osoyoos.ca)

**Addenda Issued by the 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 BC Bid portal. 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 3.2, then the town may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents are required to acknowledge any and all addenda issued by the town, using the Addenda Acknowledgement form, on page 39 to be included with the Respondent's submission.

**Send General & Technical Enquiries to:**

Jim Zakall, Director of Finance  
Town of Osoyoos  
8707 Main St. (PO Box 3010)  
Osoyoos, BC, V0H 1V0

**Email:** [jzakall@osoyoos.ca](mailto:jzakall@osoyoos.ca)

#### **4. 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. Evaluation of Proposals will be by an evaluation committee which may include town employees and/or Contractors. The town's intent is to enter into a Contract with the Respondent who has met all mandatory criteria and who has the highest overall ranking based, on this evaluation process.

Furthermore, each Respondent must meet the following minimum requirements to be considered for evaluation pursuant to this RFP:

1. The assigned supervisory staff 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 (or greater) 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.

##### **4.1. Mandatory Criteria:**

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

<b>Mandatory Criteria:</b>
The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 3.2 and include the following: Items 1-5 above (page 14) Price form page 31 Methodology form page 33 Experience form page 34 Addenda Acknowledgement form page 38 Conflict of interest form page 39 Exceptions to contract form page 40

##### **4.2. Scored Criteria:**

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

**EVALUATION SCORE SHEET –  
NOTES:**

PROJECT (INSERT PROJECT TITLE)		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
RESPONDENT							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
<b>Methodology</b> - Clear understanding of project scope, challenges and solutions required - work plan which meets or exceeds the Town’s needs - creativity in solutions provided - demonstration of any “value added service” the Respondent provides	30						
<b>Contractor Experience</b> - Respondent demonstrates experience on projects with similar scope and needs - qualification and experience -availability of resources needed to complete the audit - skills of proposed team members - sub-Contractor experience, skills and qualifications, if applicable	30						
<b>Fees and Disbursements</b>	25						
<b>Schedule</b> Alignment with Key Milestones dates	5						
<b>References</b>	5						
<b>Exceptions to the contract</b> Ease of completing a contract	5						
<b>EVALUATION TOTAL:</b>							

#### **4.3. Scoring Method:**

The following method will be used to score the criteria:

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

#### **4.4. Clarifications & Remedy Period:**

Notwithstanding the requirements for mandatory criteria and scored criteria detailed above, 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.

#### **4.5. 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-score, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the town.

#### **4.6. Conclusion and Execution of a Contract**

Neither the town nor any Respondent will be legally bound until the execution of a written Contract or issuance of a Purchase Order. 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 requirements, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions, 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 the 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.

## **5. Other Terms & Conditions of this RFP Process:**

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

### **5.1. Proposals in English:**

All Proposals are to be in the English language only.

### **5.2. Only One Entity as Respondent:**

The Town will accept Proposals where more than one organization or individual is proposed to deliver the service, 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. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Respondent may include the Sub-Contractor 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 Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

### **5.3. 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.

### **5.4. 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.

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

While the town has made every effort to ensure the accuracy of the requirements and/or 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.

**5.6. 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.

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

Proposals submitted to the Town will not be returned and will be retained by the TOWN and shall become the property of the TOWN upon submission. Respondents should note that the TOWN may choose to make public any part of this Proposal, or any Proposal and any executed contract-- including the Contractors name and total contract price-- and further that, regardless of whether and the extent to which the TOWN elects to make anything available to the public, the TOWN would be required to disclose all or part of a Proposal or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). 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.

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

Notification of awards shall be made via the BC Bid portal. Unsuccessful Respondents may then request a feedback email or telephone call with an 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. 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.

**5.9. Conflict of Interest:**

All Respondents must disclose an actual or potential conflict of interest, by completing the Conflict-of-Interest form, included on page 31 that are requested of Respondents when submitting a Proposal. 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.

**5.10. 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.

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

This RFP process is not intended to create binding offers 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 or issuance of a Purchase Order by the Town 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 as well as any claim for loss of profits or Proposal preparation costs should the town not execute a Contract with the Respondent for any reason whatsoever.

**5.12. 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.

**5.13. 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 D**

**SERVICES CONTRACT FOR FINANCIAL AUDIT SERVICES**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**           **TOWN OF OSOYOOS**  
8707 Main Street  
PO Box 3010  
OSOYOOS, BC V0H 1V0  
(the "Town")

**AND:**               **COMPANY**  
address  
  
(the "Contractor")

GIVEN THAT the Town wishes to engage the Contractor to provide certain services to the Town and the Contractor wishes to contract with the Town to provide such services to the Town, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the Town and the Contractor agree as follows:

**1. Definitions**

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

"Contractor's Proposal" means the Contractor's written proposal to the Town for performance of the Services, dated \_\_\_\_\_, a copy of which is attached.

"Town Representative" means \_\_\_\_\_ or such other person as the Town may appoint in writing.

"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.

"Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.

"Personnel" means any individuals identified by name in the Contractor's Quotation and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the Town;

"RFP" means the Request for Proposals for the services issued by the Town dated \_\_\_\_\_.

“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.

“Specifications” means the specifications and other requirements for the Services set out in the RFP.

“Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, covenants, 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. Contractor Services**

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

### **The Contractor shall:**

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) 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;
- (e) promptly pay amounts owing to the Town under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

## **Project Scope Modifications**

**2.1** The Contractor is advised that the Town may modify elements of the project scope where these modifications are in the best interests of the Town. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The Town will ensure the Contractors are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Contractor’s work program, the Contractor shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of Town staff.

## **3. Term**

This Agreement shall commence on [REDACTED] and expire on [REDACTED].

**4. Contractor Personnel**

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the Town Representative.

**5. Warranty as to Quality of Services**

The Contractor represents and warrants to the Town that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor 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 Contractor for the performance of the Services as follows:

**[identify fees/disbursements or reference schedule or Contractor's Quotation]**

**7. Taxes**

The Town shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the Town.

**8. Invoices & Payment**

Not more than once each month, the Contractor may deliver an invoice to the Town, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The Town shall, to the extent the Town is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the Town.

**9. Hold Back or Set Off**

The Town may hold back payment or set off against payment if, in the opinion of the Town acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

**10. Town's Representative**

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

**11. Indemnity**

The Contractor shall indemnify, and save harmless, the Town, and its elected and appointed officials, employees, Contractors 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, any willful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, Contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

**12. Workers Compensation**

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the Town, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**13. Insurance Requirements**

The Contractor 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 \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the Town Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it 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 Contractor 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.

**14. Errors & Omissions Insurance**

The Contractor shall, at the Contractor’s expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

**Minimum Insurance**

- (a) Contractor Services for projects  
not exceeding \$500,000 in value ----- \$1,000,000
- (b) Contractor Services for projects  
exceeding \$500,000 in value ----- \$2,000,000

\*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Contractor accepts responsibility for the acts and omissions of all Sub-Contractors it may engage in rendering the Service on the Project.

The Contractor’s professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the Town with prior notice of changes and cancellations.

*“The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the Town at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy”*

**15. Insurance Certificates**

The Contractor 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 Contractor fails to insure as required, the Town may effect the insurance in the name and at the expense of the Contractor and the Contractor 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 at Town’s Discretion**

The Town may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the Town terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the Town from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

## **18. Termination for Default**

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

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the Town; or
- (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, 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 Contractor, or the Contractor 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 Contractor 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 Contractor for completion of the Services under this Agreement). The Town may set off against, and withhold from amounts due to the Contractor, such amounts as the Town estimates shall be required to cover the Town's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the Town to complete all or any part of the Services.

## **19. Records**

The Contractor:

- (a) **shall 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) shall 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;
- (c) shall 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) shall 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.

**20. Copyright & Intellectual Property**

The Contractor 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 Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the Town the unrestricted license for the Town to use for the Town's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

**21. Agreement for Services**

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

**22. Withholding Taxes**

The Contractor will be 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 Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the Town should the Town be required to pay any remittances described above.

**23. Assignment**

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

**24. Time of the Essence**

Time is of the essence of this Agreement.

**25. 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.

**26. 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:

- (a) To the Town:  
The Town of Osoyoos  
Box 3010, 8707 Main St  
Osoyoos, BC, V0H 1V0  
  
Fax Number: (250) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_
  
- (b) To the Contractor:  
  
Fax Number: (250) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address, e-mail address or fax number 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.

**27. 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.**

**28. Binding on Successors**

This Agreement enures 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.

**29. 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.

**30. 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 Osoyoos  
by its authorized signatories:

\_\_\_\_\_  
Chairman:

\_\_\_\_\_  
CAO:

**[IF CONTRACTOR IS AN INDIVIDUAL]**

Signed, Sealed and Delivered in the presence of: )  
)  
)

\_\_\_\_\_  
Witness: )  
)  
)

\_\_\_\_\_  
Address: )  
)  
)

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Name:

**[IF CONTRACTOR IS A CORPORATION]**

by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Part E Contents:**

This Part E contains the following forms:

- Pricing Form
- Methodology and Approach Form
- Experience & Reference Form
- Addenda Form
- Conflict of Interest form
- Exceptions to Contract Form

**PRICING FORM**

	<p>Proposals must include this 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.</p> <p>In addition to completing this Pricing Form, Respondent should also provide a task fee schedule breakdown, as detailed under section 5 of this this form.</p> <p>The form should be completed with; a PDF writer program; or by print, hand completion and scan.</p> <p><u>Evaluation Factors:</u> The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part C of this RFP.</p>
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**1. Pricing Basis:**

Pricing entered into the tables of section 2 & 3 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.
- b. The Total Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined in Part B.
- c. Prices shall be firm for the entire Contract term.

**2. Fixed Lump Sum Prices:**

The following are Fixed Lump Sum Prices, and apply to the services identified as fixed lump sum work in Part B – the Services.

**Table 1**

<b>Fiscal Year Ending December 31</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Total Maximum Fees	\$	\$	\$

**GST EXTRA**

Additional information required:

- An estimate of the total number of person hours required to complete the audit;
- Hourly billing rate for each category of staff;
- Additional costs for disbursements, charges and fees;

- Pricing structure for special projects such as PSAB advise, process improvement, consulting, special studies, and management consulting.

The following format should be utilized for the cost requirements:

<b>Staff Assigned</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
Partners	XX	XXX	\$XXX
Managers	XX	XXX	\$XXX
Seniors	XX	XXX	
Staff Support	XXX	XXX	\$XXX
Total Hours/Fees	XXX		\$XXX
Other Disbursements (identify)			\$XXX
Total Maximum Fee			\$XXX

**GST EXTRA**

### **3. Payment Terms:**

The Contractor shall invoice as follows:

- Fixed Lump Sum Prices. The Contractor shall provide one monthly invoice to the Town. The Town shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.
- Any additional, unit Price work shall be invoiced at a monthly frequency for unit price work completed and expenses incurred during the prior month. The Town shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

## METHODOLOGY AND APPROACH FORM

	<p>Proposals must include, in a format of your choice, the details requested in this Methodology &amp; Approach Form.</p> <p>This section of your Proposal must be labelled as "Methodology &amp; Approach Form" and must be included with your submission.</p> <p><u>Evaluation Factors:</u> Factors to be considered during the evaluation in assessing suitability of methodology, approach and schedule will include:</p> <ul style="list-style-type: none"><li>• Demonstration that the Respondent understands the work required and factors to be considered while conducting the audit;</li><li>• Suitability of the schedule proposed.</li></ul>
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### 1. Methodology & Approach:

Please provide, in a format of your choosing, the following details of the methodology and approach to be employed by your firm and Sub-Contractors (if applicable) to deliver the Services outlined in Part B:

- Proposals must clearly demonstrate 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 Town'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.
- Detail your overall approach and methodology to deliver the Services
- Address the scope of work and related issues
- Demonstrate your understanding of the assignment
- Describe project management techniques to be used for successful project delivery
- Detail the schedule for performance of the Services, including the task / phases of the work and timelines to meet the required dates detailed in figure 1.
- Detail the number of visits to be made by team members to the Town and/or the work site.

## EXPERIENCE & REFERENCES FORM



Proposals must include, in a format of your choice, the details requested in this Experience & References Form.

This section of your Proposal must be labelled as "Experience & References Form" and must be included with your submission.

Respondents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services required for this assignment. Respondents should note that the Town may request the Respondent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client's feedback).

The Town may also, in its sole discretion, contact other owners and stakeholders to gather additional information which may be used to further evaluate the Respondent.

If Subcontractors are to be used in delivering the Service, then the details requested in this form should also be provided for each Subcontractor as an additional form.

Also, please include resumes for each team member assigned to this project, in a supervisory capacity.

Factors to be considered 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
- Experience and expertise of the proposed team;
- Ease of working with the proposed team considering the setup and ease of meeting;
- The Town's own experience, if applicable.

**EXAMPLE**

Project Experience #1

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #2

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #3

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

**Team Information**

Position/Role	Employee Name	Relevant Credentials	Years of relevant Experience	Resumes Required
Project Manager				Yes
Supervisory Personnel				Yes

## EXCEPTIONS TO CONTRACT FORM

	<p>Proposals must include the details requested in this– Exceptions to Contract Form. No changes to this form must be made, except for completing the requested information in the spaces provided.</p> <p>This section of your Proposal must be labelled as “– Exceptions to Contract Form” and must be included with your submission.</p> <p><u>Evaluation Factors:</u></p> <ul style="list-style-type: none"><li>▪ Ease for the Town in accepting any proposed exceptions to the terms and conditions.</li></ul>
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### 1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

#### STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Contractor.

We further understand that by selecting Statement A, the Town will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

#### STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Contractor:  
(please specify exceptions in space below):

## **Addendum Form** (Must be included with Respondent's submission)

### **ADDENDA**

We confirm that we have received and carefully reviewed all of the Request for Proposal Documents, including the Sample Contract and the following Addenda, if any:

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**Initials** \_\_\_\_\_

Please initial the Addenda form

## Conflict of Interest Form (Must be included with Respondent's submission)

### **What is a conflict of interest?**

A conflict of interest is when you have a certain personal interest that may interfere with the interests you must have as someone connected to another person or entity, such as an employer or client. A conflict of interest can cause one party to question what another party's intentions are.

It can also call to question your ability to remain unbiased in your thoughts, ideas and decisions.

**Conflict of Interest.** The supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the supply of goods and/or performance of services required hereunder. The Respondent further represents that no persons having any such interest shall be employed to perform those services.

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

Name and Title \_\_\_\_\_

Signature: \_\_\_\_\_

The Town evaluation committee members shall also sign a conflict-of-interest statement (CIS), below. If a member of the evaluation committee has acknowledged a conflict of interest with a particular Respondent or any Respondent associated with this RFP, they shall be recused from the evaluation process.

**Conflict of Interest.** The town evaluator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the evaluation and awarding of the goods and/or services required hereunder.

Name and Title of evaluator: \_\_\_\_\_

Signature: \_\_\_\_\_

(Please include with submission)

**RESPONDENT INFORMATION**

REQUEST FOR PROPOSAL: **Financial Audit Services**

CLOSING DATE: **September 27<sup>th</sup>, 2024 @ 2:00 PM Local Time** \_\_\_\_\_

The undersigned Respondent has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the services requested and will provide the services as required and outlined by the Town.

This proposal is open for consideration for 60 days.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE OF RESPONDENT: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_