



REQUEST FOR EXPRESSIONS OF INTEREST – 4703 EOI

4703 EOI - PROVISION OF MUNICIPAL AUDIT SERVICES

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **3:00 pm, local time, on Tuesday August 7, 2012** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Kerry Gillis, Buyer II

email: purchasing@richmond.ca

The deadline for all enquiries is 5:00pm, local time on Thursday August 2nd, 2012. The City reserves the right not to respond to inquiries received after this deadline.

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1.0 Introduction

- 1.1. The City of Richmond (the City) invites Expressions of Interest (EOI) for the possible engagement of a qualified external Auditor to provide audit services, in accordance with the requirements set out in the City's Community Charter.

2.0 Definitions

- 2.1. Throughout this RFEOI the following definitions apply:

- a) "Auditor" means the Successful Respondent, individual, partnership, corporation or combination thereof, including joint venturers to this Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;
- b) "City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- c) "City" means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada; which includes the City of Richmond, the Richmond Public Library and the Richmond Olympic Oval.
 - The Oval and the Library are consolidated in the City of Richmond's financial statements, but separate financial statements are prepared.
 - The Richmond Olympic Oval (the "Oval") is a wholly-owned municipal corporation of the City and it operates as another government organization.
 - The Richmond Public Library (the "Library") is consolidated as the Library's governing Board is appointed by the City.
- d) "Closing Time" means the closing date, time, and place as set out on the cover page of this Request For Expressions of Interest;
- e) "Community Charter of British Columbia" means the Provincial Act (Bill 14, 2003), which legislates the principles for municipal-provincial relations and governs the broad powers and accountability of municipal governments;

- f) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
- g) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced by the purchase order issued to the Contractor by the City;
- h) “Expression of Interest” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
- i) “GAAP” means the Generally Accepted Accounting Principles which refer to the standard framework of guidelines for financial accounting used in any given jurisdiction; generally known as accounting standards;
- j) “GAAS” means the sets of standards against which the quality of audits is performed and may be judged; established by the Canadian Institute of Chartered Accountants;
- k) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- l) “Lead Respondent” is the Respondent whose Proposal, as determined through the evaluation criteria described in this RFEOI, provides the best overall value in meeting the requirements of the RFEOI, and with whom a Contract will be considered;
- m) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- n) “Proposal” or “Submission” means a proposal submitted by a Respondent in response to this Request For Proposal;
- o) “Request for Expressions of Interest” or “RFEOI” means this Request for Expressions of Interest, inclusive of all appendices and any addenda that may be issued by the City;
- p) “Requirements” means all of the specifications, requirements and services set out in the RFEOI that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Respondent must provide;

- q) “Respondent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this RFEOI;
- r) “Response” or “Submission” means an Expression of Interest;
- s) “RFP” or “Request for Proposals” means a request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- t) “Services” means the same as “Work”;
- u) “Successful Respondent” means the same as “Auditor”.
- v) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Respondent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3.0 Project Background

- 3.1. In accordance with the Community Charter of British Columbia, Municipal Councils are required to appoint auditors for the Municipality. The municipal auditor must be a person who is authorized to be the auditor of a company under Section 205 of the Business Corporations Act.
- 3.2. A municipal auditor has the power and duty to conduct the examinations necessary to prepare the reports required under the Division 2 Audit Requirements of the Municipal Charter and, for these purposes, has the same authority in relation to the Municipality as the auditor of a company under the Business Corporations Act.
- 3.3. The Municipal Auditor must report to City council on the annual financial statements of the municipality, and the report must be in accordance with the form and the reporting standards recommended by the Canadian Institute of Chartered Accountants.

4.0 Scope of Work and Requirements

- 4.1. The Successful Proponent must be a person who is authorized to be the auditor of a company under Section 205 of the Business Corporations Act and who will be responsible for the following Services:
 - a) Provision of separate audit reports for each of the following:
 - 1) Annual consolidated financial statements of the municipality;

2) Richmond Public Library (the “Library”) and

3) Richmond Olympic Oval (the “Oval”).

The audit reports provided by the Successful Proponent must be in accordance with the form and the reporting standards recommended by the Canadian Institute of Chartered Accountants.

- b) Provision of annual audit services to the City (consolidated), the Library and the Oval commencing with an interim review by September 30th, 2012, and the annual financial statement audit to be completed by March 9th, 2013 for the first contract term. The schedule for any subsequent terms will be specified by the City prior to the start of any subsequent terms, per section 4.2 of this RFP.

4.2. The audit services on the City’s annual consolidated financial statements, the Library’s statements and the Oval’s statements will be conducted in accordance generally accepted accounting principles for local government. The Contract term shall be for one (1) year with the option to extend the contract term annually in one year increments to a maximum of five (5) years. Each annual renewal will be based on the Successful Respondent’s ability to meet the City’s Requirements and performance expectations during the previous term.

- a) After the initial year end and annually thereafter, the City will conduct an evaluation of the audit and provide recommendations or changes for the following year.
- b) The scope of this work is restricted to the annual audit only, and does not include/extend to any other audit, consulting or tax work. It also does not extend to performance audits to examine efficiency and program effectiveness. The City reserves the right to engage other audit and management consulting firms for any special services that may arise from time to time.

5.0 Deliverables

5.1. The Successful Respondent will provide the following deliverables to the City:

- a) The successful and efficient completion of the audits on the consolidated financial statements of the City, the Library and the Oval, and separate audits for the Library and Oval, in accordance with GAAS, recommended by the Canadian Institute of Chartered Accountants
- b) The auditor’s report on the consolidated financial statements of the City, the Library and the Oval, and separate reports for the Library and Oval, all

of which must be in accordance with the form and the reporting standards recommended by the Canadian Institute of Chartered Accountants and its Public Sector Accounting Board.

Note the City reserves the right to award any or part of these audits to the same or different proponents.

6.0 City Provided Items

6.1. The City will provide the following items to the Successful Respondent:

- a) Reasonable assistance to the Successful Respondent in the areas of retrieving, reproducing and re-filing of documents and preparation of additional schedules. The availability of staff to perform these services is limited and requests will be considered in terms of regular workloads and production schedules. Submissions should include specific expectations of City staff assistance.
- b) Space and worktables for the Auditor's staff to perform the Audit. The Successful Respondent will be responsible for providing all office equipment and supplies used by their staff.

6.2. Any expenses, including travel or per diem as and when required by the Successful Respondent to carry out its obligations under the Contract shall be at the Successful Respondent's expense.

7.0 Pre-qualification Process

7.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this RFEOI.

7.2. In the first phase of this potential two-phase process, responses to the RFEOI are being requested in order to afford the City the opportunity to evaluate the expertise of interested Respondents and to either enter into a contract with a qualified Respondent directly from this RFEOI process or to select a shortlist of Respondents that will be invited to submit a proposal in response to a Request for Proposals. This RFEOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

8.0 Requests for Proposals

8.1. Should the City engage in a Request for Proposal ("RFP") process, then Respondents, who are pre-qualified as a result of this RFEOI process, may be invited to submit proposals to a RFP from the City. The City anticipates that any subsequent RFP may be distributed three to four weeks following the completion of this RFEOI process.

9.0 Qualification Criteria

- 9.1. The Successful Respondent shall be a person who is authorized to be the auditor of a company under Section 205 of the Business Corporations Act and shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFEOI.

10.0 Submission Details

- 10.1. Respondents are advised to submit one (1) hard copy, plus one electronic copy (on a CD ROM or memory stick) of their Expression of Interest marked “4703 EOI – Provision of Municipal Audit Services” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

3:00 pm August 7th, 2012

- 10.2. Submissions should be submitted in a sealed envelope or package, marked with the Respondent’s name and the RFEOI title and number.
- 10.3. Note: Any Submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their Submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.
- 10.4. All Submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.
- 10.5. Any prices quoted for each year shall be in Canadian currency and be exclusive of H.S.T.
- 10.6. Amendments to a Submission may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Respondent’s name and the RFEOI title and number.
- 10.7. Submissions already delivered to the City may be withdrawn by written notice only, provided such notice is received at the City’s Purchasing Section office prior to the Closing Time.
- 10.8. Any and all costs associated with the preparation and submission of the Submission, including any costs incurred by the Respondent after the Closing Time, will be borne solely by the Respondent.
- 10.9. By submitting a Submission, the Respondent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including

damages for loss of anticipated profit) or liabilities incurred by the Respondent as a result of or arising out of submitting a Submission for the proposed Contract, or due to the City's acceptance or non-acceptance of their Submission or any breach by the City of the bid contract between the City and each of the Respondents or arising out of any contract award not made in accordance with the express or implied terms of the Submission documents.

11.0 Questions and Addenda

- 11.1. Questions relating to this RFEOI may be directed to Kerry Lynne Gillis, Buyer II by email to purchasing@richmond.ca.
- 11.2. Inquiries and responses relating to the RFEOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this RFEOI.
- 11.3. Each addendum will be incorporated into and become part of the RFEOI document. No amendment of any kind to the RFEOI is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

12.0 Format Requirements

- 12.1. All Respondents should provide the following information with their Submissions and in the order that follows:

SECTION A: Cover Letter

- a) This covering letter referencing the RFEOI number and title should clearly state the Respondent's understanding of the goods and services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Respondent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Respondent to statements made in response to this RFEOI.

SECTION B: Table of Contents

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Experience, Reputation, Capacity, Team Composition and Resources

- b) Provide sufficient information that demonstrates the Respondent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFEOI, qualifications and competencies, track record, references of current and former customers for audit services.
- c) Provide sufficient information about your company that includes, but is not limited to the following:

Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.
- ii. Any other name(s) Respondent is, or has, been doing business under.
- iii. Location of head office and support facilities;
- iv. Number of employees;
- v. A corporate profile of the Respondent's firm outlining its history, and philosophy;
- vi. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Respondent's experience with providing audit services;
- vii. A short narrative (no more than two pages) that illustrates the Respondent's understanding of the City's Requirements, objectives/outcomes and vision and how these will be achieved by the Respondent;
- viii. An organization chart of the Respondent's organizational structure as it relates to the Respondent's team members that will be assigned to perform the services under this Contract. This should include the Respondent's internal reporting structures.
- ix. Team Composition – provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
 - 1. A list of all personnel assigned to this project annually for each year of the contract including:
 - a. A brief resume identifying each individual's qualifications, experience.
 - b. number of years each individual has worked for the company and specific projects worked on.

2. A description of available support staff and firm resources
3. Confirmation of the availability of the key staff during the required time frame

Note: No substitutions/subcontractors allowed without permission by City staff.

Part 2: Should include the following information:

- i. Provide a current audited financial statement.

Part 3: Additional Information

- i. In this section, Respondents may provide any additional comments which they feel would be informative and beneficial to the City.

Part 4: References

- i. Respondents should provide a list of former and current references for all customers for whom the Respondent has provided relevant audit services. Respondents should include a brief ½ page summary of the services provided, date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFEOL.

SECTION D: TECHNICAL INFORMATION

- d) In this section Respondents should provide:

Part 1: Methodology, Work Plan and Schedule

- i. Provide a description of the Respondent understanding of the audit deliverables/objectives/outcomes and vision, and how these will be achieved.
- ii. A summary of the audit methodology which describes the key elements of the approach that would be employed by the Respondent in undertaking this audit for the City, the Richmond Library and the Oval. Detailed procedures, documentation and a schedule of activities which indicate how Respondent proposes to meet these needs should also be provided.

- iii. Provide a timetable and detailed work plan including time requirements, milestones, meetings, specific deliverables for each section of the financial statements and processes to be reviewed for the interim audit and the audit of the financial statements and consolidated entities.
- iv. List the municipal staff, and time requirements and schedules/information that would be required from each to participate during the performance of the Services.

Part 2: Applicable Standards

Respondents should reference all applicable audit and accounting standards to be used in determining the audit methodology. If there are any standards specific to the Respondent's firms, and not required by GAAS or GAAP, that will be applied during the audit these must be specified in the Submissions as they will need to be agreed to in advance by the City.

SECTION E: FEES

- e) In this section Respondents should provide pricing, payment options and cost saving strategies to the City, including:
 - i. Provision of a fixed lump sum cost for providing auditing services for the term of the Contract (the consolidated City, library and Oval) that will not increase year over year
 - ii. State a fixed fee for the services, for each of the 5 years:
 - a. Overall total for all entities fee for consolidated statements
 - b. Fee for the Library audit
 - c. Fee for the Oval audit

The City, in its sole discretion, reserves the right to award all three (3) audits to one Respondent or to split the audits among multiple Respondents in accordance with section 15.3 k of this RFEOI.

- f) Supplement of schedule of fees for each identified staff person to be assigned to the project. These rates should be the basis for adjustments to the value of the contract in the event the staff varies from that proposed and is agreed to by the City;

- g) Confirm that all invoices are to be paid in Canadian Funds;
- h) Provide all payment terms and options available and any cost saving strategies that will benefit the City.

SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE

- i) In this section Respondents should provide:
 - i. Confirmation of WorkSafe BC coverage. Respondents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
 - ii. Confirmation of Required Insurance (See section 11.0 of http://www.richmond.ca/_shared/assets/General_Conditions_for_the_Supply_and_Delivery_of_Goods_to_the_City_of_Richmond2_8607.pdf).
 - iii. The Successful Respondent will be required to carry the appropriate insurance coverage amounts prior to Contract award and provide copies to the City as proof.

SECTION G: CONTRACT TERMS

- j) In this section Respondents should provide:
 - i. Respondents are to use this section to list their contract terms. These terms will be reviewed and at City's sole discretion, may be accepted subject to negotiation, or rejected. The City will not be obligated for any reason to accept or negotiate any of the Respondent's terms.
 - ii. Respondents may submit a copy of their standard or prototype agreement with their Submission for reference purposes and consideration.
 - iii. Respondents must list separately any contractual terms which should be included as part of the Agreement if awarded to the Respondent and which would be a condition to acceptance of its Submission.

13.0 Review of Submissions

- 13.1. The City will review the Submissions submitted to determine whether, in the City's opinion, Respondents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFEOI.

- 13.2. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Submission and may seek clarification from the Respondent's clients regarding any financial and experience issues.
- 13.3. Submissions will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) Understanding of EOI objectives/outcomes and vision;
 - b) Audit Methodology and work plan, detailed by section of Balance Sheet and Income Statement and Notes to the financial statements and processes to be reviewed, including:
 - i. Ability to utilize best practices in audit methodology and processes to conduct an effective and efficient audit.
 - ii. Time and resource impact to City staff including detailed description of working papers to be prepared by City staff.
 - iv. Description of how Respondents staff will be prepared prior to audit commencement on the City financial systems and practices for maximum efficiency and effectiveness on site.
 - v. Capacity of the firm to provide the services, company resources, experience and qualifications of those staff to be assigned to the Services.
 - c) Ability to complete audit deliverables on timelines specified
 - d) Value for money
- 13.4. Preference may be given to Submissions offering innovative concepts, best practices in auditing, and those that require least impact to the City resources.
- 13.5. Respondents may be scheduled for interviews at the discretion of the City. Such interviews may include presentations from the Respondent(s) on their audit services/methodologies or other areas as determined by the City,
- 13.6. Reference checks may also be conducted by the City.
- 13.7. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to

contacting references, to verify the statements, documents, and information submitted in connection with the Respondent's Submission and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.

13.8. Prior to Contract award, the Respondent will be required to demonstrate financial stability the Respondent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

13.9. No subcontractors will be permitted.

14.0 Non-Conforming Submissions

14.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents will be rejected by the City.

15.0 Notifications and Request for Proposal Process

15.1. Subsequent to the receipt and review of responses the City reserves the right to issue an RFP for all or any part of the requirement described herein or to cancel this process in its entirety.

15.2. Following the Closing Time, the City will only notify those Respondent(s) who will either enter into a contract with the City as a result of this RFEOI process or are selected as being pre-qualified and may be invited to submit their proposal under a Request for Proposal ("RFP") process, if the City decides to issue a RFP process for this Project.

15.3. This RFEOI is not an agreement to purchase goods or services. The City is not obligated to select a Respondent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:

- a) accept a Submission that deviates from the Requirements, Specifications or the conditions specified in this RFEOI;
- b) accept a Submission which is not the lowest cost Submission;
- c) accept all or any part of a Submission;
- d) amend the scope and description of the services to be procured under any RFP process as described in this RFEOI.

- e) assess the ability of the Respondent to perform the Contract and reject any Submission where, in the City's sole estimation, the personnel and/or resources of the Respondent are deemed insufficient;
 - f) cancel the RFEOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
 - g) cancel the RFEOI process at any time and reject all Submissions;
 - h) reject a Submission even if it is the only Submission received by the City;
 - i) reject or accept any or all Submissions;
 - j) reject Submissions which are incomplete, conditional or obscure or includes erasures or alterations of any kind, or
 - k) split the Requirements between one or more Respondents.
- 15.4. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this RFEOI is only a preliminary step in the City's procurement process. Each successful Respondent may be evaluated further under any subsequent RFP evaluation process.

16.0 Information Disclaimer

- 16.1. The City and its directors, officers, employees, designated representatives, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFEOI or otherwise provided to the Respondent or Consultant pursuant to this RFEOI.
- 16.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFEOI is provisional and will be superseded by the RFEOI and/or other agreement documents.
- 16.3. The City makes no representation, warranty, or undertaking of with respect to this RFEOI and the City and its directors, officers, employees, designated representatives, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFEOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

17.0 Intent to Enter Into an Agreement

17.1. By submission of an Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

18.0 Modification of Terms

18.1. The City reserves the right to modify the terms of this RFEOI at any time at its sole discretion. This includes the right to cancel this RFEOI at any time without liability to any Respondent.

19.0 Ownership of Submissions

19.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 25.0.

20.0 No Commissions

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the RFEOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

21.0 Use of this Request for Expressions of Interest

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

22.0 Confidentiality, Freedom of Information and Protection of Privacy

22.1. All submitted Expression of Interests shall become the property of the City. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this RFEOI is confidential and must not be disclosed without written authorization from the City.

23.0 No Claim for Compensation of Expenses

- 23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

24.0 Conflict of Interest

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

25.0 No Solicitation

- 25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expressions of Interest.

26.0 No Lobbying

- 26.1. From the date on which this RFEOI is issued until the RFEOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFEOI and the audit except via the designated Contact Person in Section 10.2.

27.0 Publicity

- 27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this RFEOI, without the prior written consent of the City.