

**REQUEST FOR PROPOSALS (RFP)**  
**ACCOUNTING SERVICES**  
**YEAR-END CLOSE & AUDIT PREPARATION SUPPORT (NON-ASSURANCE)**

*Issued by:*

**First Nations Financial Management Board**

**NOTE ON THIS DOCUMENT**

This Request for Proposals and the attached Service Level Agreement template are issued by the First Nations Financial Management Board (FMB). The FMB is conducting this procurement as a Competitive Contract Award and will award any contract on the basis of Best Overall Value and the proponent's commitment to reconciliation, subject to the rights reserved in Section 13.

# **PART A — REQUEST FOR PROPOSALS**

## **1. INTRODUCTION**

The First Nations Financial Management Board is seeking proposals from qualified professional service providers, including but not limited to CPA firms, accounting professionals, financial consultants, and bookkeeping service providers, to assist the FMB in providing year-end financial accounting and reporting assistance and financial statement audit support services to First Nations governments. These will only include non-assurance services as defined by CPA provincial regulatory bodies.

This initiative is designed to improve financial statement audit readiness, reporting quality and financial transparency, while maintaining a strong focus on capacity building and respectful engagement with First Nations communities. It also represents an opportunity for participating firms and professionals to contribute meaningfully to reconciliation through direct support to First Nations communities.

In alignment with the Truth and Reconciliation Commission's Call to Action 92, which calls upon the corporate sector to adopt meaningful practices that support Indigenous economic participation and capacity building, this initiative provides accounting professionals with a tangible pathway to apply their expertise in a way that creates lasting impact. By supporting First Nations in achieving timely and accurate financial reporting, participants will play a critical role in strengthening financial governance, improving transparency, and enabling communities to fully participate in economic opportunities.

This RFP is strictly limited to non-assurance services and does not include audit, review, or other regulated public accounting engagements.

## **2. BACKGROUND**

Due to a variety of challenges, many First Nations governments across Canada are unable to complete financial reporting and annual external audit processes in a timely manner. The main challenges include, but are not limited to:

- Capacity constraints
- Complex funding and reporting requirements
- Timing dependencies with auditors
- Incomplete or disorganized financial records

Based on recent research, as of February 2026, 36% of First Nations governments had yet to issue their 2023-2024 fiscal year annual audited statements, and 58% had yet to issue their 2024-2025 fiscal year annual audited statements. This delays financial transparency and accountability and may increase risk and uncertainty for funders, lenders, investors, and other stakeholders.

The FMB intends to support First Nations in addressing these challenges to improve and restore their financial reporting capacity. This RFP is intended to assist the FMB in selecting qualified service providers capable of working with the FMB and First Nations to deliver high-quality, timely, and culturally respectful audit-readiness and financial reporting support. Successful service providers must be able to do this work in a manner that is aligned with the FMB's service standards and regulatory boundaries.

The FMB will retain overall governance, oversight, and client relationships, while selected proponents will support technical service delivery within defined scope and standards.

### **3. SCOPE OF WORK**

Proponents may be engaged to deliver one or more of the following services:

#### **3.1 Audit Readiness and Year-End Preparation**

- Financial year-end close reporting process execution and support
- General ledger review and cleanup, including preparation of journal entries
- Reconciliation of balance sheet accounts including supporting schedules and preparation of journal entries (bank, receivables, prepaid, capital assets, payables etc.) Revenue and funding reconciliations (e.g. Indigenous Services Canada)
- Preparation of year-end working papers and other documentation to facilitate an audit
- Organization and standardization of supporting documentation and records

#### **3.2 Financial Reporting Support**

- Development and use of approved templates and documentation
- Coordination of financial information required for external reporting
- Assistance in applying the applicable financial reporting framework to transactions and financial records
- Assistance in accounting for investments in government business enterprises, including equity income or loss, in accordance with the applicable financial reporting framework
- Assistance in the preparation of draft general purpose annual financial statements
- Assistance in the preparation of note disclosures to accompany the annual financial statements
- Assistance in the preparation of supporting program schedules
- Assistance in the preparation of special purpose reports as required by legislation, funding agreements or other contracts
- Assistance in reviewing program schedules with responsible department staff to ensure that schedules comply with agreed reporting requirements.

### **3.3 Audit Coordination Support**

- Assistance with responding to financial statement auditor requests and queries
- Tracking and managing audit deliverables
- Liaison support between First Nations staff and auditors

### **3.4 Capacity Building and Knowledge Transfer**

- Coaching and mentoring of First Nations internal finance staff
- Coaching of First Nations department managers regarding agreed financial reporting requirements for funding used by the department
- Documentation of processes and procedures
- Working paper preparation and year-end close process training
- Identifying insights and process improvements with clear recommendations

## **4. SCOPE LIMITATIONS**

The following activities are excluded from the scope of services:

- Performing audits, reviews, compilation engagements or other assurance engagements
- Acting as management or making financial decisions on behalf of the client

All services must remain advisory, supportive, and under the direction of the client and the FMB at all times. Responsibility for maintaining accounting records, making management decisions, and the preparation and fair presentation of the financial statements remains with First Nation management.

## **5. SERVICE STANDARDS AND EXPECTATIONS**

Proponents must deliver services in alignment with the FMB's client service standards, including:

- Maintaining a respectful, culturally informed, and relationship-based approach
- Avoiding technical jargon and using clear, plain language in all written and verbal communication
- Adhering to and living up to the FMB's values of integrity, collaboration, responsiveness and innovation
- Implementing FMB tools, templates, and methodologies when necessary
- Demonstrating strong documentation and file management practices
- Demonstrating an ongoing commitment to abiding by all relevant professional standards including any applicable provincial CPA Code of Professional Conduct

The FMB will provide guidance, templates, and oversight to ensure consistency across engagements.

Proponents must also demonstrate a commitment to cultural safety, respect, and appropriate engagement with First Nations, including:

- Respect for Indigenous governance structures, values, and operating contexts
- Awareness of historical and systemic factors impacting communities
- Commitment to non-judgmental, strengths-based engagement

Given the above factors, there is a strong preference for proponents that have:

- Experience working with First Nations communities
- Indigenous staff or partners
- Participated in Indigenous cultural learning and competency training
- Published, implemented and reported on the achievements under a reconciliation action plan
- Implemented commitments in response to the Truth and Reconciliation Commission's Call to Action #92

Proponents may be required to complete orientation or training provided by the FMB prior to engagement.

Proponents must promptly disclose any actual, potential or perceived Conflict of Interest and propose mitigation measures. The FMB may require further measures, decline an engagement, or disqualify or terminate a proponent. Proponents remain responsible for their professional independence obligations.

## **6. GOVERNANCE AND OVERSIGHT**

The FMB will retain overall program governance, manage First Nations client relationships, and all engagements will be defined through approved scopes of work.

Proponents will be subject to:

- Quality assurance reviews
- Performance monitoring
- Reporting requirements

## **7. DELIVERABLES**

Deliverables may include:

- Completed working paper files and supporting records

- Reconciliations and supporting schedules
- Draft financial statements, notes, and program schedules as prepared by client management
- Audit readiness and Prepared-by-Client (PBC) documentation packages
- Regular progress reports and status updates
- Knowledge transfer and training documentation

## **8. PROPOSAL REQUIREMENTS**

Proponents must submit:

### **8.1 Organizational Profile**

- Firm background and structure
- Relevant experience and qualifications
- Geographic coverage and capacity

### **8.2 Experience and Approach**

- Experience with First Nations or other public sector entities
- Familiarity with applicable accounting ERPs (Adagio, Sage 300, Intacct, Xyntax, Quickbooks etc.)
- Approach to audit readiness and year-end support
- Proposed approach to managing engagements
- Quality assurance and control processes
- Understanding of scope limitations and regulatory boundaries

### **8.3 Team Composition**

- Key personnel and qualifications
- Roles and responsibilities
- Availability and capacity

### **8.4 Cultural Competency**

- Experience working with First Nations
- Approach to cultural safety and respectful service delivery
- Any relevant training or partnerships
- Reporting on the implementation of a reconciliation action plan and/or commitment to the TRC Calls to Action

## 8.5 Fee Structure

- Hourly rates by role
- Estimated engagement pricing
- Approach to managing scope changes
- Client travel reimbursement policies and hourly rates for travel time will be requested once the location is assigned

## 8.6 References

- At least 2 relevant client references

## 8.7 Conflict of Interest Declaration

Proponents must complete and submit the Conflict of Interest Declaration set out in Appendix B. The Declaration must disclose any actual, potential, or perceived Conflict of Interest, including, without limitation:

- Any current or former relationship (within the preceding three (3) years) between the proponent, its principals, partners, directors, officers, employees, or proposed team members and any Board member, Employee, or family member of the FMB;
- Any current or proposed engagement with any First Nation that may be a recipient of services under this RFP;
- Any other circumstance that could reasonably be perceived to influence the proponent's objectivity in performing the services.

Failure to disclose a Conflict of Interest may result in disqualification of the proposal or, if discovered after award, termination of any resulting contract.

It is the sole responsibility of a proponent to maintain its independence with any First Nation client or the FMB in order to comply with professional standards.

## 8.8 Mandatory Acknowledgements

Each proposal must include the signed Proponent Acknowledgement Form set out in Appendix C, confirming the proponent:

- Has read and understood this RFP and has reviewed the attached Service Level Agreement template;
- Confirms that all information provided in the proposal is accurate and complete;
- Acknowledges that the FMB is conducting this procurement as a Competitive Contract Award and will award based on Best Overall Value;
- Acknowledges the rights and reservations of the FMB set out in Section 13.

# 9. EVALUATION CRITERIA

Proposals will be evaluated against the weighted criteria set out in Section 9.1.1, covering experience and technical capability, understanding of scope, proposed approach, team, cultural competency, quality assurance, references, and price.

## 9.1 Evaluation Methodology and Weighting

Proposals will be evaluated against the weighted criteria set out below. The evaluation will be conducted by an evaluation team comprised of the Department Director, Senior Manager, and Employees with relevant knowledge invited to assist.

Each criterion is scored on a scale of 0 to 5, where:

| Score | Rating       | Description                                                                                                          |
|-------|--------------|----------------------------------------------------------------------------------------------------------------------|
| 0     | Unacceptable | No response, or response fails to address the requirement.                                                           |
| 1     | Poor         | Response is significantly deficient and demonstrates inadequate understanding or capability.                         |
| 2     | Marginal     | Response addresses the requirement only partially; meaningful gaps remain.                                           |
| 3     | Acceptable   | Response satisfies the requirement; demonstrates a reasonable level of understanding and capability.                 |
| 4     | Strong       | Response clearly exceeds the requirement and demonstrates strong understanding, experience, and capability.          |
| 5     | Exceptional  | Response substantially exceeds the requirement; demonstrates outstanding qualifications, innovation, or added value. |

Each criterion's weighted score will be calculated as follows: (rating out of 5 ÷ 5) x maximum points available. The weighted scores will be added to produce a total score out of 100.

### 9.1.1 Weighted Evaluation Criteria

| # | Criterion                                               | Sub-elements Assessed                                                                                                                                                                                                                                                                                                                                                 | Weight     |
|---|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | <b>Relevant Experience and Technical Capability</b>     | <ul style="list-style-type: none"> <li>• Demonstrated experience delivering audit readiness, year-end close, and financial reporting support engagements.</li> <li>• Familiarity with applicable accounting ERPs (Adagio, Sage 300, Intacct, Xyntax, etc.).</li> <li>• Demonstrated knowledge of PSAS and applicable special purpose reporting frameworks.</li> </ul> | <b>20%</b> |
| 2 | <b>Understanding of Scope and Regulatory Boundaries</b> | <ul style="list-style-type: none"> <li>• Clear articulation of the non-assurance scope and the activities expressly excluded under Section 4.</li> <li>• Demonstrated controls to prevent scope creep into assurance, audit, or management decision-making.</li> </ul>                                                                                                | <b>10%</b> |

| # | Criterion                                                    | Sub-elements Assessed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Weight |
|---|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 3 | <b>Proposed Approach and Delivery Model</b>                  | <ul style="list-style-type: none"> <li>• Quality and feasibility of the proposed approach to engagement planning, execution, and close-out.</li> <li>• Approach to integrating FMB tools, templates, and methodologies.</li> <li>• Approach to capacity building and knowledge transfer.</li> <li>• Demonstrated ability to provide both onsite and remote service delivery, including travel capacity, geographic service area (including locations where services can be provided and/or regional coverage), and strategies for maintaining effective engagement with First Nations communities.</li> <li>• Approach to maintaining information security and confidentiality of data</li> </ul> | 15%    |
| 4 | <b>Team Composition, Qualifications, and Capacity</b>        | <ul style="list-style-type: none"> <li>• Qualifications, designations, and relevant experience of key personnel.</li> <li>• Clarity of roles, responsibilities, and oversight structure.</li> <li>• Demonstrated availability and capacity to deliver within program timelines.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                        | 10%    |
| 5 | <b>Cultural Competency and Engagement with First Nations</b> | <ul style="list-style-type: none"> <li>• Experience working directly with First Nations governments or organizations.</li> <li>• Demonstrated commitment to cultural safety, respectful engagement, and plain-language communication.</li> <li>• Indigenous staffing, ownership, partnerships, or completion of cultural competency training.</li> <li>• Demonstrated understanding of reconciliation objectives and how they are reflected in the proposed service-delivery approach.</li> </ul>                                                                                                                                                                                                 | 15%    |
| 6 | <b>Quality Assurance, Documentation, and Compliance</b>      | <ul style="list-style-type: none"> <li>• Internal quality assurance processes and controls.</li> <li>• Documentation standards and file management practices.</li> <li>• Compliance with confidentiality, privacy, and data protection requirements.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10%    |
| 7 | <b>Past Performance and References</b>                       | <ul style="list-style-type: none"> <li>• Results and quality of any prior work performed for the FMB (where applicable).</li> <li>• Strength of submitted client references in confirming reliability, timeliness, and quality.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5%     |
| 8 | <b>Price / Value for Money</b>                               | <ul style="list-style-type: none"> <li>• Reasonableness and competitiveness of hourly rates and estimated engagement pricing.</li> <li>• Transparency of the fee structure and approach to managing scope changes.</li> <li>• Overall value for money in relation to qualitative criteria above (Best Overall Value).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  | 15%    |

| # | Criterion | Sub-elements Assessed | Weight |
|---|-----------|-----------------------|--------|
|   | TOTAL     |                       | 100%   |

### 9.1.2 Threshold and Price Scoring

A proposal must score at least 60 of the 85 technical points available under Criteria 1 through 7 to have its price evaluated. Price will be evaluated and scored out of 15 points under Criterion 8.

### 9.1.3 Reconciliation and Value Considerations

As an organization committed to advancing reconciliation and fostering meaningful, respectful relationships with First Nations, proponents are encouraged to consider this opportunity through a reconciliation lens when developing their proposals, including their pricing approach.

The FMB recognizes that supporting reconciliation may require thoughtful investments in relationship-building, engagement, cultural competency, Indigenous participation, knowledge-sharing, and other activities that contribute to respectful and inclusive project outcomes. Proponents are encouraged to clearly identify where their proposed approach reflects these commitments and how associated costs have been considered within their pricing structure.

The lowest-priced proposal will not necessarily be selected. Price represents 15% of the overall evaluation, while the remaining 85% addresses the qualitative criteria set out in Criteria 1 through 7.

Where applicable, proponents should describe how their pricing approach enables meaningful Indigenous engagement, participation, capacity-building, partnerships, procurement opportunities, or other reconciliation-focused outcomes relevant to the scope of work.

## 9.2 Evaluation Process

Evaluation will be conducted in the following stages:

- **Stage 1 – Compliance Review:** Review of each proposal for completeness against the mandatory requirements set out in Section 14. Non-compliant proposals may be disqualified without further evaluation.
- **Stage 2 – Technical Evaluation:** Scoring of compliant proposals against Criteria 1 through 7 in Section 9.1.1.
- **Stage 3 – Financial Evaluation:** Scoring against Criterion 8 (Price / Value for Money) in Section 9.1.1.
- **Stage 4 – Interviews (optional):** Short-listed proponents may be invited to clarify their proposals through interviews or presentations. Scores may be refined based on information obtained at this stage.
- **Stage 5 – Recommendation and Award:** The evaluation team will recommend the proposal(s) representing the Best Overall Value to the FMB.

### 9.3 Preference for First Nations Proponents

Where two (2) or more proposals are determined to have met all evaluation criteria equally, preference will be given to a First Nations service provider or to a service provider with demonstrated First Nations client experience.

## 10. CONTRACTING AND ENGAGEMENT

Successful proponents must:

- Enter into a master Service Level Agreement (SLA) with the FMB
- Be engaged on a task-order basis for individual First Nations
- Operate under defined scopes, timelines, and deliverables
- Adhere to all confidentiality and data protection requirements

### 10.1 Roster Structure and Term

This RFP establishes a roster of qualified service providers; the FMB will decide how many are admitted, based on anticipated demand and proposal strength. Admission guarantees no minimum work, task order, or exclusivity. The roster runs for an initial term of two (2) years, after which the FMB may refresh, re-compete, extend, or close it, and may add qualified providers on the same terms during the term.

Proponents should note that services procured through this RFP are dependent on the availability of funding received by the FMB. As a result, admission to the roster does not guarantee any minimum volume of work, task orders, revenue, exclusivity, or future engagements. The FMB reserves the right to issue, defer, modify, or cancel assignments based on operational priorities, funding availability, and program requirements.

### 10.2 Task-Order Allocation

The FMB will allocate engagements among roster members by one or more of: (a) direct assignment based on fit, capacity, location, and the participating First Nation's preferences; or (b) rotation. These methods will be applied consistently and on a documented basis, having regard to Fairness and the participating First Nation's service-provider preference. Each engagement is authorized by a written engagement letter covering scope, deliverables, timeline, fees, and the participating First Nation, and is governed by the master SLA.

## 11. SUBMISSION INSTRUCTIONS

**Submission deadline:** October 30, 2026

**Format:** PDF

**Submission method:** Via email at [frap@fnfmb.com](mailto:frap@fnfmb.com)

**Contact for inquiries:** Jodie Wells

## 11.1 Procurement Schedule and Key Dates

The anticipated procurement schedule for this RFP is as follows. The FMB reserves the right to amend any of these dates by written notice to all proponents who have received this RFP.

| Milestone                                                  | Date                 |
|------------------------------------------------------------|----------------------|
| Issue date of this RFP                                     | September 25, 2026   |
| Deadline for proponents to submit written inquiries        | October 16, 2026     |
| FMB issues consolidated written responses to all inquiries | October 21, 2026     |
| Proposal submission deadline                               | October 30, 2026     |
| Evaluation and short-listing                               | November 2-13, 2026  |
| Short-list interviews (if required)                        | November 16-20, 2026 |
| Planned contract award date                                | November 27, 2026    |
| Anticipated commencement of services                       | December 7, 2026     |

## 11.2 Inquiries and Communications

All inquiries regarding this RFP must be submitted in writing by email to the FMB contact identified above no later than the inquiries deadline set out in Section 11.1.

To ensure Fairness and equal access to information among all proponents:

- Proponents shall not contact any other FMB Board member, Employee, or representative regarding this RFP. Any such contact may result in disqualification.
- The FMB will compile all questions received and issue consolidated written responses to all proponents who have registered to receive this RFP. Identifying information of the proponent submitting a question will not be disclosed.
- The FMB may, at its sole discretion, issue written addenda to this RFP. Each addendum forms part of the RFP and must be acknowledged in the proposal.

## 11.3 Special Terms and Conditions

The following special terms and conditions apply to this procurement and must be addressed in each proposal:

- **Currency:** All pricing must be quoted in Canadian dollars (CAD), exclusive of GST/HST, which shall be itemized separately.
- **Proposal validity period:** Proposals must remain valid and open for acceptance by the FMB for a period of not less than ninety (90) days from the submission deadline.

- **Term:** The initial term of any contract awarded under this RFP is anticipated to be two (2) years, with the option of the FMB to extend on the same terms.

## 12. CONFIDENTIALITY

All information provided by the FMB and participating First Nations must be treated as confidential and handled in accordance with applicable privacy and information security requirements.

First Nations information is subject to First Nations data sovereignty and must be handled consistently with the principles of Ownership, Control, Access, and Possession (OCAP®) and the retention and destruction requirements set out in Section 11 of the SLA.

The FMB will keep the commercially sensitive contents of each proposal (pricing, methodologies, personnel) confidential and use them only to evaluate and administer this procurement, except where disclosure is required by law. As the FMB is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1), proponents should clearly mark any portions they consider confidential or proprietary.

## 13. RIGHTS AND RESERVATIONS OF THE FMB

The FMB expressly reserves the following rights, each of which may be exercised at its sole and absolute discretion and without liability to any proponent:

- To accept any proposal or no proposal, and to make no award under this RFP;
- To waive any informality, irregularity, or non-compliance in any proposal;
- To request clarification or verification of information contained in a proposal, provided that the clarification does not materially amend the proposal or cure a material failure to satisfy a mandatory requirement;
- To negotiate scope, pricing, and contractual terms with one or more preferred proponents following completion of the scored evaluation;
- To split the award between multiple proponents, or to award by component or geography, where this represents Best Overall Value;
- To disqualify any proponent that fails to disclose a Conflict of Interest, attempts to influence the evaluation outside the inquiries process, or submits materially inaccurate information;
- To cancel, suspend, or reissue this RFP at any time prior to award; or
- To require the successful proponent to enter into a written agreement on the FMB's standard form, including the attached SLA, as a condition of award.

This RFP is not an offer, and no procurement or bid contract arises from the submission or evaluation of a proposal. A binding contract will arise only when the FMB and a successful proponent execute a written agreement.

## 14. MANDATORY REQUIREMENTS

The following are mandatory requirements. Proposals that fail to meet any mandatory requirement may be disqualified from further evaluation at Stage 1 (Compliance Review):

- Proposal received by the FMB on or before the submission deadline through the prescribed submission method;
- Proposal addresses all Proposal Requirements set out in Section 8 (8.1 through 8.8);
- Completed and signed Conflict of Interest Declaration (Appendix B);
- Completed and signed Proponent Acknowledgement Form (Appendix C);
- Confirmation that the proponent and all proposed team members are legally entitled to provide the services in Canada;
- Confirmation that the proponent is not the subject of any current insolvency, bankruptcy, or regulatory enforcement proceeding that would materially affect its ability to perform;
- Acknowledgement of all addenda issued by the FMB prior to the submission deadline.

## 15. DEFINED TERMS

Capitalized terms used in this RFP have the meanings set out below.

**“Best Overall Value”** means the optimal combination of experience, knowledge, expertise, geographic location, quality, timeliness, performance, cost, value for money, and any other relevant factors.

**“Competitive Contract Award”** means a procurement conducted by way of a Request for Proposal (RFP) or Request for Tender (RFT).

**“Conflict of Interest”** means any actual, potential, or perceived circumstance that could compromise, or reasonably be perceived to compromise, a proponent’s objectivity, independence, impartiality, or ability to perform the services in the best interests of the FMB and participating First Nations, including any relevant personal, professional, financial, business, or family relationship.

**“Fairness”** means giving qualified firms and individuals an equal opportunity to compete for the contract work, and evaluating tenders and proposals in accordance with accepted practices.

**“Proponent”** means a person, firm, partnership, or other entity that submits a proposal in response to this RFP.

**“RFP”** means this Request for Proposal, including all attachments, appendices, and addenda issued by the FMB.

# **PART B — FORM OF SERVICE LEVEL AGREEMENT (SLA)**

## **YEAR-END CLOSE & AUDIT PREPARATION SUPPORT (NON-ASSURANCE)**

### **1. PURPOSE**

This Service Level Agreement (SLA) establishes the service expectations, performance standards, roles, and accountability measures for non-assurance audit readiness and year end accounting preparation support services delivered by [Practitioner] on behalf of the First Nations Financial Management Board (FMB).

The SLA establishes service expectations to ensure all services are delivered in a manner that is:

- High quality and consistent
- Culturally respectful and relationship-based
- Aligned with the FMB's mandate and service standards
- Fully compliant with regulatory and scope limitations.

### **2. SCOPE OF SERVICES**

Services covered under this SLA are the non-assurance audit-readiness and year-end financial reporting support services described in Sections 3.1 through 3.4 of the RFP, including year-end close preparation, general ledger cleanup and reconciliations, working paper preparation, draft financial statement and schedule preparation, audit coordination, and capacity building. The activities expressly excluded in Section 4 of the RFP, including audit, review, or assurance engagements and any engagement requiring a practitioner's report, are excluded from this SLA.

Service providers must incorporate capacity development activities into each engagement. This may include coaching, mentoring, walkthroughs of completed work, process documentation, training sessions, and direct engagement with community finance staff.

### **3. SERVICE PRINCIPLES**

All services must adhere to the following principles:

- Respect and cultural safety in all client interactions
- Plain language communication and transparency
- Responsiveness and reliability
- Capacity building focus, not dependency creation
- Consistency with tools, templates, and processes provided by the FMB

### **4. ROLES AND RESPONSIBILITIES**

## 4.1 Roles and Responsibilities of the FMB

- Maintain overall program governance and oversight
- Define scopes of work and approve engagements
- Provide tools, templates, and guidance
- Conduct quality assurance and performance monitoring
- Maintain primary client relationship and accountability

## 4.2 Roles and Responsibilities of [Practitioner]

- Deliver services in accordance with approved scope and standards
- Maintain appropriate staffing and technical expertise
- Ensure compliance with regulatory and scope boundaries
- Participate in quality assurance reviews and continuous improvement processes
- Communicate regularly with the FMB and the First Nations clients

## 4.3 Roles and Responsibilities of Participating First Nations Governments

This Agreement is between the FMB and [Practitioner] only; participating First Nations governments are not parties and the Agreement imposes no obligations directly on them. The responsibilities below are descriptive and are given effect through the FMB's separate arrangements with each participating First Nation.

- Provide access to required records and information
- Designate key contact(s) for coordination
- Participate in engagement planning and review

# 5. SERVICE LEVEL AND PERFORMANCE STANDARDS

## 5.1 Timeliness

| SERVICE DESCRIPTION                                | TARGET STANDARD                 |
|----------------------------------------------------|---------------------------------|
| Engagement planning                                | Within 5-10 days of approval    |
| Response to First Nations client and FMB inquiries | Within 2 business days          |
| Delivery of agreed upon milestones                 | As per specific engagement plan |
| Audit request turnaround                           | Within 2 business days          |

## 5.2 Quality Standards

Deliverables must be:

- Complete, accurate, and well documented
- Consistent with FMB templates and guidance
- Organized for efficient audit review

Work must meet:

- Acceptable professional accounting standards (non-assurance)
- Public Sector Accounting Standards requirements (or special purpose requirements, if applicable)
- FMB Quality Assurance requirements

### 5.3 Consequences of Not Meeting Service Levels

If [Practitioner] fails to meet a service level or quality standard in this Section 5, the FMB may require a corrective action plan, escalate under Section 10, or withhold fees for the deficient work until it is remedied. Persistent or material failures may lead to suspension or termination under Section 12, in addition to any other remedy available to the FMB.

## 6. COMMUNICATION STANDARDS

[Practitioner] must maintain regular, proactive communication with:

- FMB project lead
- Designated Nation contacts

And provide:

- Regular status updates
- Early identification of risks or delays
- Clear escalation of issues

## 7. CULTURAL SAFETY AND RESPECT

[Practitioner] must:

- Deliver services in a culturally respectful and non-judgmental manner
- Recognize and respect:
  - First Nations governance and decision-making structures
  - Community priorities and capacity constraints
- Use communication that is:
  - Clear and accessible
  - Free from unnecessary technical jargon
- Participate in any cultural orientation or training as required by the FMB

Failure to meet cultural safety expectations may result in corrective action or termination of engagements.

## 8. QUALITY ASSURANCE AND PERFORMANCE MONITORING

All engagements are subject to quality assurance review and ongoing performance monitoring by the FMB, which may include:

- File completeness, organization, and technical accuracy
- Timeliness and quality of delivery
- Adherence to scope and regulatory boundaries
- Responsiveness, communication, and First Nations client satisfaction

The FMB may conduct periodic performance reviews, post-engagement evaluations, and ongoing client relationship and feedback monitoring. [Practitioner] must:

- Address quality assurance findings in a timely manner
- Participate in feedback sessions and continuous improvement processes
- Incorporate lessons learned into ongoing and future engagements, and contribute to improving FMB tools, templates, and processes

## 9. REPORTING AND DOCUMENTATION

[Practitioner] must maintain and submit to the FMB:

- Engagement plans and timelines
- Progress reports (as required)
- Completed working papers and deliverables
- Recommendations for future sustainability
- Final engagement summary

## 10. ISSUE MANAGEMENT AND ESCALATION

Issues must be communicated to the FMB engagement lead in a timely manner as identified.

Escalation process:

- Service provider notifies the FMB engagement lead
- Joint review of issue and resolution options
- Formal decision and documentation

Issues requiring escalation include:

- Scope ambiguity or regulatory concerns

- First Nations client relationship issues
- Delays impacting delivery timelines

## 11. CONFIDENTIALITY AND DATA PROTECTION

All of the FMB and First Nation's information must be treated as confidential and [Practitioner] must comply with:

- Applicable privacy laws
- FMB document handling requirements

No information may be shared with third parties without the FMB's prior written consent.

[Practitioner] must handle all First Nations information in accordance with the principles of Ownership, Control, Access, and Possession (OCAP®) and the participating First Nation's data-governance requirements, retaining it only as long as needed and, at the end of the engagement or on request, returning it to the FMB or the First Nation and securely destroying any copies.

## 12. TERM AND TERMINATION

This SLA remains in effect for the duration of contracted services. The FMB may terminate this SLA:

- For breach of SLA or scope boundaries
- For performance or conduct concerns
- At its convenience, for any reason, on thirty (30) days' prior written notice

Before terminating for breach, the FMB will give [Practitioner] written notice and at least fifteen (15) days to cure, unless the breach is incurable or involves confidentiality, data protection, or scope, in which case the FMB may terminate immediately. [Practitioner] may terminate for convenience on sixty (60) days' written notice, completing or transitioning work in progress as the FMB reasonably directs.

On termination or expiry, the FMB will pay for services properly performed and deliverables approved to that date, with no claim for uncompleted work. [Practitioner] will promptly deliver all work product and, under Section 11, return or securely destroy all FMB and First Nations information it holds.

## 13. AMENDMENTS

This SLA may be updated as needed to reflect:

- Regulatory changes
- Program evolution

- Lessons learned from implementation

Any amendment to this Agreement must be in writing and signed by authorized representatives of both the FMB and [Practitioner]. The matters listed above describe circumstances in which the FMB may propose amendments; they do not permit either party to amend this Agreement unilaterally.

## 14. FEES, INVOICING AND PAYMENT

Fees for each engagement are set out in the applicable task order at the rates accepted in [Practitioner]'s proposal. Unless the task order states otherwise, [Practitioner] will invoice monthly in arrears, itemizing personnel, hours, rates, and deliverables, exclusive of applicable GST/HST. The FMB will pay undisputed amounts within thirty (30) days of a complete invoice and may withhold any amount disputed in good faith pending resolution under Section 19.

## 15. INSURANCE

Throughout the term, [Practitioner] must maintain, at its own expense with an insurer authorized to do business in the applicable province: (a) commercial general liability insurance of not less than \$2,000,000 per occurrence; and (b) professional liability (errors and omissions) insurance of not less than \$1,000,000 per claim or the minimum required by [Practitioner]'s CPA regulatory body, whichever is greater, plus any additional coverage required by law. [Practitioner] must provide certificates of insurance on request and promptly notify the FMB of any material change to, cancellation of, or lapse in the required coverage.

## 16. LIMITATION OF LIABILITY AND INDEMNIFICATION

[Practitioner] will indemnify and hold harmless the FMB and participating First Nations from and against any losses, claims, damages, and reasonable costs arising out of [Practitioner]'s negligence, willful misconduct, breach of this Agreement, or infringement of third-party rights in performing the services.

[Practitioner]'s total liability under this Agreement is limited to the greater of the fees paid or payable for the affected engagement and \$1,000,000. The FMB's total liability is limited to the fees paid or payable for the affected engagement. This limit does not apply to breaches of confidentiality or data-protection obligations, fraud, wilful misconduct, gross negligence, or liability that cannot be limited by law. Neither party is liable for indirect or consequential losses.

## 17. WORK PRODUCT AND RECORDS

All deliverables and underlying client records prepared for an engagement are the property of the FMB or the participating First Nation, as applicable, and must be delivered to the FMB on completion or termination. [Practitioner] may retain copies only as required by professional standards or law, subject to Section 11.

## 18. SUBCONTRACTING AND KEY PERSONNEL

[Practitioner] requires the FMB's written approval before using any subcontractor, who must accept the same obligations as this Agreement, including confidentiality, cultural safety, data protection, and insurance; [Practitioner] remains fully responsible for the subcontractor's work. [Practitioner] must use the key personnel named in its proposal or task order and requires the FMB's written approval to replace any of them with someone at least as qualified.

## 19. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable there. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of British Columbia and waives any objection to that venue. Before litigating, the parties will attempt resolution through good-faith discussion, then escalation to senior representatives, then mediation. Either party may still seek urgent injunctive relief, including to protect confidential information or First Nations data.

## 20. GENERAL

### 20.1 Survival

The provisions relating to confidentiality and data protection (Section 11), limitation of liability and indemnification (Section 16), work product and records (Section 17), and dispute resolution and governing law (Section 19) survive the termination or expiry of this Agreement.

### 20.2 Entire Agreement

This Agreement, together with the applicable task orders and the RFP, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings. If there is a conflict, a signed task order prevails for the engagement it governs, then this Agreement, then the RFP.

## 21. ACKNOWLEDGEMENTS

This Agreement may be signed electronically and in counterparts, each valid and binding. The undersigned confirm that they have read, understood, and agreed to the terms and conditions outlined in this Service Level Agreement. This agreement is executed by authorized representatives of the parties as of the dates indicated below.

By signing this Agreement, [Practitioner] acknowledges and agrees to adhere to the FMB's service standards, cultural safety expectations, and defined scope limitations as outlined herein.

On behalf of the FMB: On behalf of [Practitioner]

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

This Service Level Agreement shall take effect on: \_\_\_\_\_

## APPENDICES

### APPENDIX A — PROPOSAL EVALUATION SCORING MATRIX

This matrix is the standard FMB tool to be completed by each evaluator for each proposal. The completed matrix forms part of the procurement file for this RFP.

#### Proposal Identification

|                                       |  |
|---------------------------------------|--|
| <b>Organization name:</b>             |  |
| <b>Service/Goods to be provided:</b>  |  |
| <b>RFP or RFT/Tender reference #:</b> |  |
| <b>Value of contract:</b>             |  |
| <b>Date of evaluation:</b>            |  |
| <b>Evaluator name and role:</b>       |  |

#### Scoring Worksheet

Score each criterion from 0 to 5 using the rating scale in Section 9.1. Calculate the Weighted Score as follows:  $(\text{Score} \div 5) \times \text{Maximum Points Available}$ . Sum the Weighted Score column to obtain the Total Score out of 100.

| # | Criterion                                             | Comments / Evidence | Score (0–5) | Weight | Weighted Score | Max |
|---|-------------------------------------------------------|---------------------|-------------|--------|----------------|-----|
| 1 | Relevant Experience and Technical Capability          |                     |             | 20%    |                | 20  |
| 2 | Understanding of Scope and Regulatory Boundaries      |                     |             | 10%    |                | 10  |
| 3 | Proposed Approach and Delivery Model                  |                     |             | 15%    |                | 15  |
| 4 | Team Composition, Qualifications, and Capacity        |                     |             | 10%    |                | 10  |
| 5 | Cultural Competency and Engagement with First Nations |                     |             | 15%    |                | 15  |

| # | Criterion                                        | Comments / Evidence | Score (0–5) | Weight      | Weighted Score | Max        |
|---|--------------------------------------------------|---------------------|-------------|-------------|----------------|------------|
| 6 | Quality Assurance, Documentation, and Compliance |                     |             | 10%         |                | 10         |
| 7 | Past Performance and References                  |                     |             | 5%          |                | 5          |
| 8 | Price / Value for Money                          |                     |             | 15%         |                | 15         |
|   | <b>TOTAL</b>                                     |                     |             | <b>100%</b> |                | <b>100</b> |

#### Areas of Concern or Non-Compliance

#### Overall Comments and Recommendation

Attachments to be retained on the procurement file:

- Proponent's response to RFP/RFT
- Results of any previous Contractor/Supplier evaluations of this Proponent
- Conflict of Interest Declaration (Appendix B)
- Proponent Acknowledgement Form (Appendix C)
- Any other supporting information as required

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B — CONFLICT OF INTEREST DECLARATION

This Declaration is required under Section 8.7 of the RFP.

### Proponent Identification

|                                         |  |
|-----------------------------------------|--|
| Legal name of Proponent:                |  |
| Name and title of authorized signatory: |  |
| Date:                                   |  |

### Declaration

The undersigned, on behalf of the Proponent, declares as follows:

1. I have read and understand the definition of "Conflict of Interest" set out in Section 15 of the RFP.
2. I have made due inquiry of the Proponent's principals, partners, directors, officers, employees, and proposed team members regarding any actual, potential, or perceived Conflict of Interest in relation to this RFP.

3. Check ONE of the following boxes:

☐ **No Conflict of Interest exists.** The Proponent is not aware of any actual, potential, or perceived Conflict of Interest in connection with this RFP or any contract that may result from it.

☐ **Conflict of Interest disclosure.** The Proponent discloses the following actual, potential, or perceived Conflict of Interest:

|  |
|--|
|  |
|--|

4. The Proponent will immediately notify the FMB in writing of any Conflict of Interest that arises after the date of this Declaration and prior to the conclusion of any contract awarded under this RFP.

5. The Proponent acknowledges that failure to disclose a Conflict of Interest, or breach of the obligations in this Declaration, may result in disqualification of the proposal or termination of any resulting contract, in addition to any other remedies available to the FMB at law or in equity.

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

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

Title: \_\_\_\_\_

## APPENDIX C — PROPONENT ACKNOWLEDGEMENT FORM

This form is required under Section 8.8 of the RFP.

The undersigned, on behalf of the Proponent, hereby acknowledges and confirms:

- ☐ The Proponent has read and understood this RFP and has reviewed the attached Service Level Agreement template.
- ☐ All information provided in the Proponent's proposal is, to the best of the Proponent's knowledge, accurate, complete, and not misleading.
- ☐ The Proponent acknowledges that this RFP is being conducted as a Competitive Contract Award and that the award will be made on the basis of Best Overall Value to the FMB.
- ☐ The Proponent acknowledges and accepts the rights and reservations of the FMB set out in Section 13 of the RFP.
- ☐ The Proponent's proposal will remain valid and open for acceptance for not less than ninety (90) days from the submission deadline.
- ☐ If selected, the Proponent will enter into an agreement substantially in the form of the attached SLA template, subject to any revisions agreed to by the parties in writing.
- ☐ The Proponent acknowledges receipt of all addenda issued by the FMB prior to the submission deadline. Addenda received and acknowledged (list by number and date):

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Legal Name of Proponent: \_\_\_\_\_