



**REGIONAL DISTRICT
of Fraser-Fort George**

REQUEST FOR PROPOSALS FS-20-01

**AUDIT SERVICES FOR THE REGIONAL DISTRICT OF
FRASER-FORT GEORGE AND THE FRASER-FORT
GEORGE REGIONAL HOSPITAL DISTRICT**





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REQUEST FOR PROPOSALS – AUDIT SERVICES FOR THE REGIONAL DISTRICT OF FRASER-FORT GEORGE AND THE FRASER-FORT GEORGE REGIONAL HOSPITAL DISTRICT

RFP NUMBER: FS-20-01 **Issue Date: June 15, 2020**

1.0 RFP DOCUMENTS

RFP documents may be obtained on, or after the Issue Date as follows:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca; or
- b) on the BC Bid website at www.bcbid.gov.bc.ca.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

Acknowledgement Letter

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix B, and email the signed Acknowledgement Letter to Chris Calder, Project Manager at chris.calder@rdffg.bc.ca. A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and may be disqualified.

2.0 DELIVERY OF PROPOSALS AND CLOSING DATE

Proposals must be in English and must be submitted using one of the submission methods below, and must either:

- 1. include a copy of this cover page that is signed by an authorized representative of the Proponent; or
- 2. otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

The Regional District will accept Proposals submitted by email or by delivery directly to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **Wednesday, July 15th**.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will be considered disqualified and will be returned to the Proponent.



Submissions must be directly delivered to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The subject line should read “**FS-20-01 – Audit Services – Insert Proponent Name**”; or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent, format; or
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), proponents should submit in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street, Prince George, BC V2L 1P8
2. Request for Proposals
FS-20-01 - Audit Services
3. Responding Proponent's name and address.

3.0 PROPONENTS MEETING

There will be no proponent's meeting for this RFP.

Questions relating to this RFP must be emailed directly to the Project Manager:

Chris Calder, CPA, CA
General Manager of Financial Services
chris.calder@rdffg.bc.ca

4.0 SUMMARY OF OPPORTUNITY

In compliance with the *Local Government Act*, *Community Charter* and *Hospital District Act*, the Regional District of Fraser-Fort George is seeking to award a contract to an auditor who can demonstrate the ability to supply and deliver annual auditing services, for the fiscal years 2020 to 2024 inclusive, that meet or exceed the specifications contained within this Request for Proposal.

Further details as to the scope of this opportunity and the requirements can be found in Appendix “C” – Scope of Work of this RFP.

5.0 RFP PROCESS RULES

5.1 Definitions

“Addenda”	or means	all additional information regarding this RFP including
“Addendum”		amendments to the RFP.



"BC Bid"	means	the BC Bid website located at www.bcbid.gov.bc.ca .
"Board"	means	the Board of the Regional District.
"Closing Location"	means	includes the location or email address for submissions indicated on the cover page of this RFP, as applicable.
"Closing Time"	means	the closing time and date for this RFP as set out on the cover page of this RFP.
"Contract"	means	the final agreement that comprises a completed set of the Proponent's RFP submission, this RFP and all documents, specifications, and addenda incorporated therein.
"Contractor"	means	the successful Proponent to the RFP who enters into a Contract with the Regional District.
"Project Manager"	means	the Regional District's representative.
"Proponent"	means	an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal.
"Proposal"	means	a submission in response to this Request for Proposals.
"Regional District" or "RDFFG"	means	the Regional District of Fraser-Fort George.
"Regional Hospital District" or "RHD" or "FFGRHD"	means	the Fraser-Fort George Regional Hospital District.
"Request for Proposals" or "RFP"	means	the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits as may be modified in writing from time to time by the Regional District by Addenda.
"must"	means	a requirement that must be met in order for the Proposal to receive consideration.
"should" or "may"	means	a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

5.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.3 Submission of Proposal

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 2.0 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.



5.4 Errors, Omissions, Clarifications

It is the sole responsibility of the Proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to chris.calder@rdffg.bc.ca.

All requests for clarification or inquiries must be made by 5pm on Tuesday, July 7th in order that addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the Closing Time on the submission date.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of this RFP is required, then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid.

It is the sole responsibility of the Proponent to check for addendums.

5.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.

5.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

5.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict of Interest Disclosure Statement (Appendix F).

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or



- b. in the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

5.8 Sub-Contractors

All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal as per the form attached as Appendix A.

A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor might be in a conflict of interest, the Proponent should consult with the Project Manager prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of this RFP.

5.9 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, or any Proposal, will not necessarily be awarded.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because they do not contain the content or form required by this RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best value proposal. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest price Proposal; and
- f. cancel or reissue this RFP without any changes.



Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

5.10 Liability for Errors

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.

Proponents acknowledge that the Regional District, in the preparation of this RFP, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

5.11 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

5.12 Ownership of Proposals and Freedom of information

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

The Proponents acknowledge that certain details of the Proposals could be discussed at an open meeting of the Board.



5.13 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Proponents as a result of this RFP except insofar as such publication, release or disclosure is required by the laws of British Columbia.

5.14 Obligation to Hold Prices

In order to receive consideration, Proponents are required to hold their Proposal open for acceptance for nine weeks following the Closing Time.

6.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in responses and to ensure each Proposal receives full and complete consideration. All pages should be consecutively numbered.

- ☐ a. Title page, including RFP number and title, Proponent's name and address, telephone number, email address, and contact representative.
- ☐ b. One-page letter of introduction **SIGNED** by the authorized signatory of the Proponent.
- ☐ c. Table of contents including page numbers.
- ☐ d. A summary of the key features of the Proposal.
- ☐ e. Completed Appendix A, List of Sub-Contractors.
- ☐ f. Completed and signed Appendix D, Schedule of Prices (All Proponents should use this form).
- ☐ g. Completed and signed Appendix F, Conflict of Interest Disclosure Statement.
- ☐ h. Annual workplan including start date, milestones, and completion date.
- ☐ i. Three (3) references that may be contacted for purposes of confirming your company's experience.
- ☐ j. **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda should be signed by the Proponent and should be included with the Proposal and will form part of the Proposal and Contract.**



7.0 PROPOSAL EVALUATION

7.1 Proposal Evaluation

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP. Proposals will be assessed by a committee formed by the Regional District.

7.2 Selected Proponent Negotiations

The Regional District, in its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions.

The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

7.3 Termination of Negotiations and/or RFP Process

The Regional District may terminate contract negotiations with any Proponent, and enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

7.4 Compliance with RFP Requirements

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in this RFP and the precise nature of the variance or non-compliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

8.0 SELECTION AND EVALUATION

8.1 Selection Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to select a Proponent. The list of criteria is not in any particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.

8.2 Evaluation Criteria

FS-20-01 – AUDIT SERVICES	
EVALUATION CRITERIA	WEIGHT
Proposal Quality & Clarity	5
Understanding of Engagement	10
Firm/Audit Team Qualifications and Experience	20
Audit Approach/Methodology	20
Experience with Local Government Audits including references	20
Proposed All-Inclusive Fees	25
Total	100

Additional information regarding the evaluation criteria is as follows:

- a) Understanding of Engagement
 - i. The Proposal should demonstrate a clear and coherent understanding of the Regional District's & Regional Hospital District's requirements and needs.
 - ii. Indicate why you are interested in the Regional District and the Regional Hospital District as clients.
 - iii. Demonstrate understanding of Regional District and Regional Hospital District structure and governance.
- b) Firm and Audit Team Qualifications and Experience
 - i. Provide overview of Firm's history and current leadership team.
 - ii. Provide details of Firm's audit practice experience with clients of similar size and complexity.
 - iii. Provide information on how the Firm ensures their staff is up to date with PSAB and other accounting and auditing issues related to local governments.
 - iv. Provide details regarding the Firm's business continuity planning and pandemic response and how it could be utilized for this engagement if necessary.
 - v. Provide examples of value-added services provided by the Firm to its clients.
 - vi. Provide resumes of proposed audit team members.
- c) Audit Approach/Methodology
 - i. A statement of understanding of the services to be performed and the ability and commitment to fulfill the responsibilities as described.
 - ii. Details of proposed audit methodology, including approach to fieldwork and the timing and duration of visits.
 - iii. Approach to new Public Sector Accounting standards, including how assistance will be provided to the Regional District for any required adoptions or transitions.
 - iv. Detail the time required at the Regional District's office based on the proposed schedule for the audit.
 - v. Detail the expected time required of Regional District staff throughout the annual audit process.
 - vi. Provide details of any additional services that may be of benefit to the Regional District or the Regional Hospital District.



- d) Experience with Local Government Audits including references
 - i. Provide details of Firm's experience auditing local governments of similar size and scope.
 - ii. Outline specific local government audit expertise on the proposed audit team.
 - iii. Proponents should identify a minimum of three (3) local government clients for which the firm has performed financial audit services in the last three (3) years, complete with the name of the organization's chief financial officer and contact information.
- e) Proposed All-Inclusive Fees
 - i. Provide all-inclusive pricing information relative to performing the audit engagement as described in this RFP. This price should be inclusive of all direct and indirect costs, including out of pocket expenses.
 - Include the pricing for each year of the five-year term for the Regional District and Regional Hospital District separately (see Appendix "D" Schedule of Prices).
 - ii. Provide an estimate of the total number of person hours required in each year to complete the audit
 - iii. Provide hourly rates for each category of staff for additional work (attach separately to Appendix "D"- Schedule of Prices).
 - iv. Provide pricing structure (hourly rates) for special projects or additional services.

9.0 CONTRACT

9.1 Form of Contract

The form of contract will be similar in form to the sample contract shown in Appendix E, subject to negotiation between the Regional District and the Proponent and will include this RFP, List of Sub-Contractors, Schedule of Prices, Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the successful Proponent's submission.

9.2 Notification

Approval of a proponent and the award of a Contract is expected to occur by September 17, 2020. The Regional District, in its sole judgment, may delay the award of Contract date as deemed appropriate by the Regional District.

10.0 CONTRACT PRICE

Appendix D – Schedule of Prices must be completed, signed, and included in the Proposal submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.



Appendix "A"
LIST OF SUB-CONTRACTORS

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate "not applicable" on this page if sub-contractors are not required and include it with your Proposal. Following acceptance of the Proposal, the sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor



**Appendix “B”
ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP FS-20-01 – Audit Services for the Regional District of Fraser-Fort George and the Fraser-Fort George Regional Hospital District Documents.

Authorized Signatory Signature

Name of Proponent

Name of Signatory (please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend ☐ to provide / ☐ not to provide a Proposal.

Please return immediately by mail, hand delivery, or by email to the Project Manager:

Chris Calder, General Manager of Financial Services
3rd floor, 155 George Street, Prince George, BC, V2L 1P8
chris.calder@rdffg.bc.ca



**Appendix “C”
SCOPE OF WORK**

1. Background

Regional District of Fraser Fort-George

The Regional District was incorporated in 1967 and is located in the central interior of British Columbia. The Regional District is a federation of four (4) municipalities and seven (7) electoral areas and is governed by a fourteen (14) member board.

The 2020 operating budget is approximately \$48.0 million with an additional \$23.4 million capital budget.

The Regional District provides ninety-two (92) services, ranging from small local services such as a series of street lights in a rural area to large and complex services such as Solid Waste Management and 9-1-1 Emergency Communications which are administered through a number of business units: Community Services, Corporate Services, Development Services, Environmental Services and Financial Services.

The Regional District issued approximately 2,250 accounts payable cheques and 1,200 electronic funds transfers in 2019. Requisition collected for 2019 was approximately \$19.2 million and the organization has approximately 100 employees of which 68 are full time. Employees are paid by direct deposit.

Fraser Fort-George Regional Hospital District

The Regional Hospital District's financial activities are primarily capital project borrowing and repayment, and the issuance of capital grants, with approximately 90 transactions annually. While the Regional Hospital District does not operate any health facilities, it does provide 40 per cent capital funding for the named facilities in its service area in the form of grants. The Regional Hospital District's general ledger contains approximately 40 active accounts and revenue is derived for the most part from requisition from the residents within the boundaries of the Regional District.

The internal controls and processes for the Regional Hospital District mirror those of the Regional District, which receives an administration fee from the Regional Hospital District. The Regional Hospital District Board is comprised of the same directors as the Regional District Board.

Requisition collected for 2019 was \$10.8 million and the 2020 operating budget is approximately \$9.1 million with an additional \$4.9 million capital budget.

Other

To assist in the preparation of Proposals, the following documents can be obtained from the Regional District's website: www.rdffg.bc.ca.

- RDFFG's 2020 Five Year Financial Plan and the RDFFG's 2019 Consolidated Financial Statements.
- RHD's 2019 Financial Statements and 2020 Annual Operating Budget (see *Government / Regional Hospital District*)



The Regional District and Regional Hospital District currently use Vadim as their accounting software and Questica as the budgeting software for the Regional District. CaseWare is used to produce lead sheets and consolidated financial statements for the Regional District, while excel is used to produce the financial statements for the Regional Hospital District.

2. Scope of Services

The services required under this RFP include performing annual audits for the Regional District and Regional Hospital District. The audits must be performed in accordance with generally accepted auditing standards, recommendations of the Public Sector Accounting Board (PSAB), and the provisions of the *Local Government Act*, *Community Charter* and *Hospital District Act*.

Service requirements include:

- i) Independent Auditors' reports for the Regional District of Fraser-Fort George consolidated financial statements and Fraser-Fort George Regional Hospital District annual financial statements.
- ii) Management letters, as applicable, for the Regional District of Fraser-Fort George and Fraser-Fort George Regional Hospital District.
- iii) Audit findings report that outlines the audit approach, key areas of focus and work performed, addressed to Regional District management and the Board.
- iv) Interim audit in late November or early December with the last day of fieldwork for the year-end audits to occur no later than the second week of March of the following year.
- v) Draft Auditors' report for the Regional District and Regional Hospital District to be issued by the first week of April each year to allow for presentation of the financial statements at the Regional District's Board of Directors meeting held on the third Thursday of April.
- vi) Presentation of audit findings report to the Board (or representatives of the Board) of the Regional District in person prior to the April Board meeting (when approval of the financial statements occurs).
- vii) Final Auditors' report for the Regional District and Regional Hospital District to be issued before May 15th to allow for submission of audited financial statements by the Regional District to the Ministry of Municipal Affairs and Housing by the May 15th deadline.
- viii) Ensure all new reporting requirements and auditing standards are communicated to the Regional District and Regional Hospital District, in writing, with specifics on what is required of the Regional District and Regional Hospital District to ensure that financial statements and notes prepared by management prior to the audit comply with current reporting requirements and auditing standards.
- ix) The Auditor will respond to and discuss with Regional District staff any accounting, auditing, tax and other issues arising throughout the year. It is expected that such inquiries, unless leading to significant extra work on the Auditor's behalf, are within the scope of work identified in this RFP and would not incur additional fees.

3. Annual Schedule

Prior to the commencement of any work in each year of the Contract, the Auditor will correspond with the Regional District to discuss and agree upon a schedule of activities which will lead to the completion of the annual audit.

This schedule will set out the key dates by which work is to be completed by both parties, and may include, but is not limited to, the following:

Task	Schedule/Deadline
Engagement letter (when required)	September 30 th (for approval at October board)
Interim audit fieldwork	November/Early December
Year-end requirements letter, provided by the Auditor to the RDFFG and FFGRHD outlining specific items to be included with the audit working papers	December/January
Year-end trial balance provided by the RDFFG to the Auditor for planning purposes	Last week of February
Draft financial statements, provided by the RDFFG and RHD to the Auditor	Last week of February
Year-end audit fieldwork	First/Second week of March
Draft auditors' reports, audit findings report and management letter for RDFFG review	Last week of March
Final draft auditors' reports, audit findings report and management letter for inclusion in draft financial statements and board agenda	First week of April
Presentation of audit findings report and other deliverables to the RDFFG and RHD Boards	April Board (3 rd Thursday of the month)
Finalization of audit deliverables and execution of required documentation to complete audit	Last week of April

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

5. Audit Report and Management Letter

The audit process includes final approval of the Regional District consolidated financial statements and Regional Hospital District annual financial statements prepared by Regional District staff.

The Auditor shall issue in the form of an independent auditors' report, a written notice on the fair presentation of the consolidated financial statements or annual financial statements on conformity with generally accepted accounting principles, suitable for printing within the consolidated or annual financial statements.



The Auditors' reports, duly signed by the Auditor, shall be delivered to the Regional District and the Regional Hospital District by the deadlines set out in the annual schedule.

The Regional District requests to be advised of any weaknesses to internal controls, or other areas of concern, noted during the audit prior to the Management Letter being issued.

The Auditor shall communicate in a post audit report, in the form of a Management Letter, to the Regional District and Regional Hospital District Boards, any reportable conditions, as determined by the Auditor, found during the audit.

The Auditor, as directed by the Regional District Board, will respond to and discuss with the staff of the Regional District, the contents of the post audit Management Letter. Upon agreement as to the factual accuracy of the observations, a revised Management Letter, if necessary, shall be submitted to the Regional District and Regional Hospital District Boards. The Auditor shall also provide appropriate beneficial suggestions to correct any areas of concerns and weaknesses arising as a result of the audit process.

6. Meetings

The Auditor will be required to do an annual in person presentation to the Regional District and Regional Hospital District Boards (or to representatives from the Boards) on the audit work performed and findings encountered, no later than the end of April as set out by the annual schedule.

7. Work to be Provided by RDFFG Staff

The consolidated financial statements for the Regional District, in conformity with the Public Sector Accounting Board requirements, will be prepared by Regional District staff in CaseWare complete with the required working papers. The financial statements for the Regional Hospital District, in conformity with the Public Sector Accounting Board requirements, will be prepared by Regional District staff in Excel complete with the required working papers.

Year-end working papers prepared by Regional District staff for both the Regional District and Regional Hospital District will include:

- supporting working papers for all significant asset and liability accounts;
- comparative analysis of current and prior actual;
- comparative analysis of current actual to current budget; and
- audit confirmations to banks, lawyers and other entities as required upon receipt of templated forms from the Auditor.

The preparation and provision of these working papers will be based on the annual schedule dates.

Preparation of Local Government Data Entry forms and Provincial Statement of Financial Information is completed by Regional District staff.

Regional District staff, and responsible management personnel, will be available during the audit to assist the Auditor by providing overview information and explanations.



Appendix "D"
SCHEDULE OF PRICES

The total price submitted below reflects the full cost, including out of pocket expenses, taxes and any other costs to be incurred, in Canadian dollars for the Audit Services as specified in RFP FS-20-01. This Schedule of Prices must be completed, signed and form part of the Proposal submitted.

Regional District of Fraser-Fort George:

Fiscal Year	2020	2021	2022	2023	2024
Fees	\$	\$	\$	\$	\$
Taxes					
Total:	\$	\$	\$	\$	\$
Total Hours					
Hourly rates for additional services (attach separately if necessary)					\$

Fraser-Fort George Regional Hospital District:

Fiscal Year	2020	2021	2022	2023	2024
Fees	\$	\$	\$	\$	\$
Taxes					
Total:	\$	\$	\$	\$	\$
Total Hours					
Hourly rates for additional services (attach separately if necessary)					\$

GST Tax Registration Number:

PST Tax Registration Number:

WorkSafeBC Registration Number:

Authorized Signatory Signature

Name of Proponent

Name of Signatory (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date



**Appendix “E”
SAMPLE CONTRACT**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local Government incorporated pursuant to the *Local Government Act*
and having its business office located at:
155 George Street
Prince George, BC, V2L 1P8

AND

FRASER-FORT GEORGE REGIONAL HOSPITAL DISTRICT

a Hospital District incorporated by Letters Patent pursuant to the *Hospital District Act*
and having its business office located at:
155 George Street
Prince George, BC, V2L 1P8

(hereinafter collectively called the “Regional District”)

OF THE FIRST PART

AND

THE AUDITOR

A company duly incorporated under the laws of British Columbia
and having its business office located at:
Street Address
City, Province, Postal Code

(hereinafter called the “Auditor”)

OF THE SECOND PART

WITNESSETH that the Auditor and the Regional District undertake and agree as follows:

1. The Auditor will:
 - a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the contract documents for the audit services entitled “FS-20-01 - Audit Services for the Regional District of Fraser-Fort George and Fraser-Fort George Regional Hospital District” commencing with the 2020 fiscal year financial audit and ending upon completion of the 2024 fiscal year financial audit; and
 - b) commence to actively proceed with the audit services as described in Appendix “C” – Scope of Work (the “Work”) in the RFP for this Contract.
2. The Regional District will pay to the Auditor, as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in this Contract.



Date _____



SIGNED ON BEHALF OF THE
**FRASER-FORT GEORGE
REGIONAL HOSPITAL DISTRICT**

Chair

Date

General Manager of Legislative and
Corporate Services

Date

SIGNED ON BEHALF OF THE
AUDITOR

Authorized Signatory

Date

Name and Title (Please print)



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1. DEFINITIONS OF TERMS

Throughout this Contract, the following definitions apply:

"Auditor"	means	the successful proponent of this Request for Proposal
"Audit Services" or "Services"	means	the financial audit of, and resulting opinion on, the annual Consolidated Financial Statements of the Regional District of Fraser-Fort George and the annual financial statements of the Fraser-Fort George Regional Hospital District
"Contract" or "Contract Documents"	means	the final agreement that comprises a completed set of the Proponent's RFP submission, this RFP and all documents, specifications, and addenda incorporated therein
"GMFS"	means	the General Manager of Financial Services
"Proponent"	means	an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal
"Proposal"	means	the submission in response to this Request for Proposal
"RDFFG"	means	the Regional District of Fraser-Fort George
"Regional District"	means	the Regional District of Fraser-Fort George and Fraser-Fort George Regional Hospital District collectively unless otherwise specified
"RFP"	means	this Request for Proposal
"RHD"	means	the Fraser-Fort George Regional Hospital District
"Site"	means	the Regional District administration building at 155 George Street, Prince George, BC, V2L 1P8

2. INTENT OF CONTRACT DOCUMENTS

The intent of this Contract is that the Auditor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Audit Services described in this Contract or as directed by the Regional District and all incidental work to complete the Audit Services.

This Contract is not a contract of employment. The Auditor is an independent Auditor, and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Auditor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the quantities, quality, and practicability of the Audit Services and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.



4. MANAGER'S STATUS

The GMFS, or their designate will be the Regional District's representative during the period of this Contract and will observe the Audit Services in progress on behalf of the Regional District for the purpose of ensuring that the Audit Services have been satisfactorily carried out. The GMFS has the authority to stop the Audit Services whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Audit Services in accordance with the provisions of the Contract.

5. REPORTS

The Auditor will, upon the request of the GMFS, fully inform the GMFS of the work done and to be done by the Auditor in connection with the provision of the RFP and Contract.

6. SUPERVISION

The Auditor shall employ at all times, qualified and experienced personnel to carry out the Audit Services.

7. CHARACTER OF WORKERS

The Auditor and all workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the Regional District's staff. Any supervisor or worker employed by the Auditor who, in the opinion of the GMFS, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is willfully negligent will, at the written request of the GMFS, be removed from the Site immediately and will not be employed again in any portion of the Audit Services without the approval of the GMFS.

8. ASSIGNMENT OF CONTRACT

The Auditor will not sublet, sell, transfer, assign, or otherwise dispose of this Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Auditor will treat as confidential and will not, without the prior written consent of the GMFS, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Auditor as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Auditor to fulfil their obligation under this Contract, or by the laws of British Columbia.



10. RIGHT TO TERMINATE SERVICES

The Regional District may terminate any or all services upon thirty (30) days written notice. If such notice is given, the Regional District will pay only for time and expenses incurred by the Auditor up to the termination date and for any reasonable time and expense incurred to bring the Audit Services to a close in a prompt and orderly manner.

In the event of the breach or non-performance by the Auditor of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Section 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Auditor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

11. AUDITOR'S TERMINATION OF CONTRACT

The Auditor shall have the right to terminate this Contract in the event the Regional District fails to pay for the Work performed except as provided in this Contract, within thirty (30) days from the specified date of payment and fails to remedy such default within ten (10) days of the Auditor's written notice to do so.

12. OWNERSHIP

The material produced, received or provided by the Auditor to fulfill this Contract, or by the Regional District to the Auditor as a result of this Contract will:

- a) remain or become the exclusive property of the Regional District, and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Auditor, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

13. INSURANCE

The Auditor, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except Professional Liability Insurance and automobile insurance on vehicles owned by the Auditor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Auditor's insurance policies shall include a deductible no greater than \$25,000 for each claim. The Auditor must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the contract:

1. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The RDFFG and RHD are to be added as additional insureds. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Professional Liability in an amount not less than \$5,000,000 inclusive per occurrence.



3. Where the Auditor requires the use of automobiles to undertake the work of the Contract, the Auditor will have the following:
- Automobile Liability on all vehicles owned, operated, or licensed in the name of the Auditor in an amount not less than \$2,000,000 per occurrence.
 - Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Auditor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Auditor to determine if additional limits of liability insurance coverage are required to protect them from risk.

14. INDEMNITY AND RELEASE BY AUDITOR

Notwithstanding the provision of insurance coverage by the Auditor, the Auditor hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, payments, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Auditor, its servants, agents and sub-contractors, in providing the Audit Services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

15. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Auditor will use due care and take all necessary precautions to ensure the protection of persons and property on the Site and will comply with the Workers' Compensation Act of the Province of British Columbia. The Auditor will be liable for any and all injury or damage which may occur to persons or property on the Site due to any act, omissions, neglect or default of the Auditor, their employees, or agents and indemnify and save harmless the Regional District in this regard.

The Auditor will immediately report any on-Site injury or damage to the Regional District's property to the Regional District.

16. WORKSAFEBC

Upon request by the GMFS, the Auditor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

17. FORCE MAJEURE

If either the Auditor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Auditor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Auditor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event,



any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Auditor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Auditor or, if the Regional District and the Auditor are unable to reach agreement, as determined by the dispute resolution process under Section 28 of the Contract.

Where as a result of Force Majeure there is a material increase in the Auditor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Auditor under Section 19 of this Agreement, as may be agreed by the Auditor, or as determined under Section 28 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Auditor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Auditor in accordance with Section 19 of this Agreement.

18. CHANGES IN THE WORK

The Regional District, without invalidating this Contract, may make changes by altering, adding to, or deducting from the Work. The Auditor will proceed with the Work as changed and the Work will be executed under the provisions of this Contract. No changes will be undertaken by the Auditor without written order of the Regional District, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra work or changes in this Contract unless a Change of Work Order is completed and signed by the Regional District and the Auditor.

19. PAYMENT

The Regional District will by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the GMFS that the Audit Services have been satisfactorily carried out, pay the Auditor for Audit Services completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

20. PAYMENT WITHHELD OR DEDUCTED

In the event it is determined that the Audit Services do not meet the specifications outlined in the Contract documents or that the work is deficient in any way, the Regional District may, hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between the Regional District and the Auditor. The conclusion of any discrepancies and/or deficiencies must occur within a reasonable period of time.

21. GOODS AND SERVICES TAX

Federal law states that five percent (5%) tax be paid on all goods and services. If the Auditor does not qualify as a small supplier, then the Auditor is required to identify the GST tax on all invoices and the Regional District is liable to pay this amount to the Auditor.



22. DURATION OF CONTRACT

This Contract will commence with the 2020 financial audit (for the year ending December 31, 2020) and ends upon completion of the 2024 financial audit (for the year ending December 31, 2024).

23. COMPLIANCE WITH LAWS

The Auditor will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Auditor's and sub-contractor's personnel are fully certified to perform the Work. The Auditor will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the Work or performance of this Contract.

24. LAWS OF BRITISH COLUMBIA

This Contract will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

25. CONTRACT PERFORMANCE REVIEWS

From time to time, as deemed necessary, the GMFS may request that the Auditor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

26. DISPUTED WORK

If, in the opinion of the Auditor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will within five (5) days deliver to the GMFS a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the GMFS, or the time at which the Auditor determines that they are required to perform such work, whichever occurs first.

The Auditor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Auditor will not be entitled to payment if they fail to keep and produce such records.

27. SEVERABILITY

All articles of this Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining articles hereof will not be affected.

28. DISPUTE RESOLUTION



If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Proponent and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Regional District. If such negotiations are unsuccessful, the Proponent and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Proponent and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

29. WAIVER OF TERMS AND CONDITIONS

The failure of either the Proponent or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Proponent or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

30. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the Proponent and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Proponent agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.



Appendix "F"
CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

FS-20-01 – Audit Services for the Regional District of Fraser-Fort George
and the Fraser-Fort George Regional Hospital District

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Vendor with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Signature of Person Making Disclosure

Print Name of Person Signing Disclosure

Date Signed