



Regional District of
Kitimat-Stikine

REQUEST FOR PROPOSALS
BUDGET AND FINANCIAL REPORTING SOFTWARE
RFP– 2021-FS-02

ISSUE DATE

July 12, 2021

CLOSING DATE AND TIME

August 3, 2021
2:00 pm Pacific Daylight Time

CLOSING LOCATION

Regional District of Kitimat-Stikine
300-4545 Lazelle Ave
Terrace, BC V8G 4E1

CONTACT PERSON

Yvonne Koerner, CPA, CMA, MBA
Chief Financial Officer
Tel: (250) 615-6100
Fax: (250) 635-9222
Email : procurement@rdks.bc.ca



A.	INVITATION TO PROPONENTS AND PROJECT SUMMARY	1
B.	ADMINISTRATION REQUIREMENTS	2
1.0	RFP Contact.....	2
2.0	KEY DATES	2
3.0	DEFINITIONS.....	2
4.0	TERMS AND CONDITIONS	3
5.0	EVALUATION.....	3
6.0	ALTERNATIVE SOLUTIONS.....	3
7.0	CHANGES TO PROPOSALS	3
8.0	PROONENTS' EXPENSES	3
9.0	CURRENCY AND TAXES	3
10.0	SUB-CONTRACTORS AND PARTNERSHIPS	3
11.0	CONFLICT OF INTEREST	3
12.0	ACCEPTANCE OF PROPOSALS	4
13.0	CANCELLATION OF RFP.....	4
14.0	EXECUTION OF CONTRACT	4
15.0	LIABILITY FOR ERRORS	4
16.0	MODIFICATION OF TERMS.....	4
17.0	FREEDOM OF INFORMATION	5
18.0	USE OF DOCUMENT	5
19.0	CONFIDENTIALITY OF INFORMATION	5
C.	SUBMISSION REQUIREMENTS	6
1.0	PROPOSAL TO BE SUBMITTED TO PRESCRIBED LOCATION.....	6
2.0	PROPOSALS TO BE SUBMITTED ON TIME.	6
3.0	PROPOSALS TO BE SUBMITTED IN PRESCRIBED FORMAT	6
4.0	AMENDMENT OF PROPOSALS.....	6
5.0	WITHDRAWAL OF PROPOSALS	6
6.0	ENQUIRIES.....	7
7.0	ADDENDA	7
8.0	DISCLAIMER	7
9.0	CONTRACTOR QUALIFICATIONS AND EXPERIENCE	7
10.0	PERSONNEL QUALIFICATIONS AND EXPERIENCE	7
11.0	REFERENCES.....	8
12.0	PROJECT APPROACH	8
13.0	EVALUATION CRITERIA.....	8
14.0	SALES PITCH.....	8
D.	SPECIFICATIONS AND SCOPE OF WORK (DELIVERABLES)	9
1.0	USER FRIENDLY FINANCIAL PLANNING SOFTWARE FOR OPERATING AND CAPITA PLANS	9
2.0	FINANCIAL REPORTING	9
3.0	MANAGEMENT INFORMATION SYSTEM THROUGHOUT THE BUDGET CYCLE	9
5.0	SYSTEM SECURITY AND ACCESS CAPABILITIES	9
6.0	ABILITY TO ATTACH AND/OR LINK TO MICROSOFT DOCUMENTS SUCH AS WORD OR EXCEL OR PDF DOCUMENTS	9
7.0	ABILITY TO UPLOAD/DOWNLOAD TO/FROM MICROSOFT EXCEL	9
8.0	ABILITY TO DESIGN AND PRODUCE CUSTOM REPORTS	10
9.0	FLEXIBILITY IN THE ACCOUNT SETUP AND MODIFICIATION	10
10.0	VALUE ADD - REVIEW OF THE NEW CHART OF ACCOUNTS	10
12.0	MANDATORY TECHNICAL REQUIREMENTS.....	10
13.0	VADIM SYSTEM INTEGRATION	10
14.0	SYSTEM / TECHNICAL REQUIREMENTS	10
15.0	EASE OF USE – NON-TECHNICAL.....	11
16.0	INFORMATION MANAGEMENT AND REPORTING	11
17.0	CHANGE IN SCOPE.....	11
E.	CONTRACT CONDITIONS.....	12
1.0	COMPLIANCE WITH LAWS	12
2.0	LAWS OF BRITISH COLUMBIA	12
3.0	CONFIDENTIALITY	12
4.0	RIGHT TO TERMINATE SERVICES.....	12
5.0	INDEMNITY.....	12
6.0	INSURANCE	12
APPENDIX A	RDKS 2020 Financial Statements.....	14



APPENDIX B	RDKS 2021-2025 FINANCIAL BYLAW.....	32
APPENDIX C	NWRHD FINANCIAL STATEMENTS	36
APPENDIX D:	PROPOSAL FORM & PRICING (MANDATORY)	42
1.0	PROPONENT INFORMATION	42
2.0	ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS.....	42
3.0	ABILITY TO PROVIDE DELIVERABLES.....	42
4.0	NON-BINDING PRICING	43
5.0	ADDENDA	43
6.0	NO PROHIBITED CONDUCT	43
7.0	CONFLICT OF INTEREST	43
8.0	DISCLOSURE OF INFORMATION.....	43
9.0	REQUIRED PRICING INFORMATION	44
10.0	INSTRUCTIONS ON HOW TO PROVIDE PRICING.....	45
11.0	EVALUATION OF PRICING	45
APPENDIX E	SAMPLE CONTRACT.....	1



A. INVITATION TO PROPONENTS AND PROJECT SUMMARY

This Request for Proposals (the “RFP”) is an invitation by Regional District Kitimat Stikine (“The District”) to prospective proponents to submit proposals for Budgeting & Financial Reporting Software, as further described in Section D of the RFP, Specifications and Scope of Work (the “Deliverables”).

The District is seeking Proposals from qualified suppliers for the purpose of providing a browser-based software solution for operating and capital budgeting/financial planning information system in a British Columbia regional district setting.

The Regional District of Kitimat-Stikine is a federation of six electoral areas and five municipalities providing approximately 40,000 residents with services that include parks, land use planning, water, fire protection, and solid and liquid waste systems. The Regional District was established in 1967.

The Regional District is governed by a twelve-member board with representation from each of its member municipalities and electoral areas. The corporate office is in Terrace, BC. The 2021 operating budget is approximately \$26.4 million with an additional \$3.3 million budgeted for capital projects. The Regional District’s general ledger contains approximately 1,600 accounts with approximately 60 functions.

The following documents are included in this RFP to assist in the preparation of responses:

Appendix A – 2020 RDKS Financial Statements

Appendix B – 2021 to 2025 RDKS Financial Plan Bylaw

The Regional District uses Vadim’s iCity financial software for general ledger, budgeting, accounts payable, accounts receivable, utility billing, cash receipting and payroll transactions. Annual working papers and financial statements are prepared with Microsoft office’s Excel.

North West Regional Hospital District is a federation of the Regional District of Kitimat-Stikine, North Coast Regional District, and a portion of Bulkley Nechako Regional District. The main purpose of this Hospital District is to provide grants to support the facilities within the Hospital District area and as a voice to senior governments to lobby for services and voice concerns. The Regional District of Kitimat-Stikine provides administration for the Northwest Regional Hospital District.

Appendix C – 2020 NWRHD Financial Statements

Proponents shall base their proposal on furnishing everything including all labour, materials, tools, equipment and all necessary supplies and incidentals required to complete the required services in full compliance with the provisions and requirements of this RFP document. Any deviation from the requirements set out in this document must be fully disclosed in the proposal.

The intention is that the budgeting software be implemented for the 2022 Budget which must be adopted by March 31, 2022. Financial Statement preparation would be a second priority.



B. ADMINISTRATION REQUIREMENTS

1.0 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:
Yvonne Koerner, RDKS Chief Financial Officer
Email – procurement@rdks.bc.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of RDKS, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

2.0 KEY DATES

Issue Date of RFP	July 12, 2021
Deadline for Questions	July 22, 2021 4:00 PM local time
Deadline for Issuing Addenda	July 26, 2021, 2020 4:00 PM local time
Submission Deadline	August 3, 2021 2:00 PM local time
Rectification Period	2 business days
Anticipated Ranking of Proponents	August 9, 2021
Anticipated Board Approval for Execution of Agreement	August 20, 2021

The RFP timetable is tentative only and may be changed by the District at any time. For greater clarity, business days means all days that the District is open for business.

3.0 DEFINITIONS

Throughout this RFP, the following definitions apply:

- **“Addenda or Addendum”** means all additional information regarding this RFP including amendments to the RFP.
- **“Closing”** means the closing date and time specified on the first page of this Request for Proposals.
- **“Contract”** means the written agreement resulting from this Request for Proposal executed by the Regional District of Kitimat-Stikine and the Contractor.
- **“Contractor”** means the successful proponent to this Request for Proposal who enters into a written Contract with the Regional District of Kitimat-Stikine.
- **“Must”, “shall” or “mandatory”** means a requirement that must be met for the proposal to receive consideration.
- **“Project”** means that work or services to be completed or provided in accordance with this RFP.
- **“Proponent”** means an individual, company or partnership that submits, or intends to submit, a proposal in response to this Request for Proposals.
- **“Proposal”** means a submission in response to this Request for Proposals.
- **“Regional District or RDKS”** means the Regional District of Kitimat-Stikine.
- **“Regional Hospital District or NWRHD”** means the Northwest Regional Hospital District.
- **“RFP”** means this Request for Proposals.
- **“Should” or “desirable”** means a requirement having a significant degree of importance to the objective of the Request for Proposal.



4.0 TERMS AND CONDITIONS

The terms and conditions applicable to this Request for Proposals are contained within this document. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Regional District.

5.0 EVALUATION

Proposals will be evaluated by the Regional District based on the criteria identified herein to assess the qualifications and capabilities of proponents to meet the minimum standards specified in the RFP. The intent of the Regional District is to enter into a contract with the proponent whose proposal represents the best value to the Regional District based on the Regional District's evaluation of the proposals received.

6.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format as a standard proposed response but should be clearly marked as an "Alternative Proposal". If a proponent submits more than one proposal each must be separately and uniquely identified.

7.0 CHANGES TO PROPOSALS

By written notice submitted prior to closing a proponent may amend or withdraw its proposal. Upon closing all proposals become irrevocable and may not be amended or withdrawn prior to the deadline for acceptance except where the proponent and the Regional District have mutually agreed to a change for the purpose of entering into a contract.

8.0 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing and submitting their proposals. The Regional District will not be liable for any claims for costs or damages incurred by a proponent in preparing a proposal, loss of anticipated profit in connection with a final Contract or any other matter whatsoever.

9.0 CURRENCY AND TAXES

Prices must be quoted in Canadian dollars and exclusive of taxes.

10.0 SUB-CONTRACTORS AND PARTNERSHIPS

If sub-contractors are to be used, they must be clearly identified in the proposal. Joint submissions in the form of a partnership or consortium are acceptable including joint submissions by proponents having no formal corporate links. However, each proposal must identify the legal entity which is to be responsible for the overall performance of the work which constitutes the project and the responsibility for ensuring that all requirements of the contract are fulfilled.

11.0 CONFLICT OF INTEREST

Contracting or sub-contracting with any firm or individual whose corporate or other interests could, in the Regional District's opinion, give rise to a conflict of interest in connection with the services will not be permitted. The Regional District may reject a Proposal based on an actual, potential, or perceived conflict of interest.



12.0 ACCEPTANCE OF PROPOSALS

This RFP should not be construed as an agreement to purchase goods or services nor as an invitation to perform any service for the Regional District except as specifically outlined herein. Proposals shall remain open for acceptance by the Regional District for a minimum of 60 days after the RFP closing date.

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.

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. reject any and/or all irregularities in a proposal submitted.
- b. waive any defect of deficiency in a proposal whether or not that defect of deficiency materially affects the proposal and accept that proposal.
- c. reject any and/or all proposals for any reason, without discussion with the proponent(s); and
- d. accept a proposal which is not the lowest price proposal.

13.0 CANCELLATION OF RFP

The Regional District reserves the right to cancel this Request for Proposals at any time and for any reason and will not be responsible for any direct or indirect loss, damage, cost, or expense incurred or suffered by any proponent as a result of such cancellation. The acceptance of any Proposal and the subsequent execution of a contract may be subject to funding and approval by the Board of the Regional District of Kitimat-Stikine.

14.0 EXECUTION OF CONTRACT

Following acceptance by the Regional District, the successful Proponent will be provided with written confirmation. A contract similar in form to the contract shown in Appendix E, subject to negotiation between the Regional District and the proponent.

15.0 LIABILITY FOR ERRORS

The information contained within this RFP is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from conducting their own research and forming their own opinions and conclusions with respect to the matters addressed in this RFP.

16.0 MODIFICATION OF TERMS

The Regional District reserves the right, at its sole discretion, to modify the terms of this RFP at any time prior to July 26, 2021, at 2:00pm Pacific Daylight Time. Such modifications will be posted electronically to the Regional District's website and BC Bid.



17.0 FREEDOM OF INFORMATION

Proposals are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* which provides that all information contained therein, with some exceptions, is subject to access by the public. Information that is confidential or proprietary in nature should be clearly noted as such. The Regional District cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

18.0 USE OF DOCUMENT

This document, and any portion thereof, may not be used by proponents for any purpose other than the submission of proposals.

19.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Regional District obtained by a proponent as a result of participation in this RFP process, other than information that is generally available as part of the public record, is to be treated as confidential and must not be disclosed without prior written authorization from the Regional District.



C. SUBMISSION REQUIREMENTS

1.0 PROPOSAL TO BE SUBMITTED TO PRESCRIBED LOCATION

Proposals must be submitted to: procurement@rdks.bc.ca

2.0 PROPOSALS TO BE SUBMITTED ON TIME.

Proposals must be submitted to the email address set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. The Regional District does not accept any responsibility for proposals delivered to any other email address or by any other means by the proponent. Proponents are advised to submit their Proposals well before the deadline. Proponents submitting proposals near the deadline do so at their own risk. Proposals will be deemed to be received when they enter into the Regional District system and the Regional District accepts no responsibility for proposals sent prior to the deadline that fail for any reason to enter into the Regional District system by the deadline. The determination of whether the proposal is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the Regional District's server, whether or not accurate.

3.0 PROPOSALS TO BE SUBMITTED IN PRESCRIBED FORMAT

Proponents must submit one electronic copy of their proposal to the email address noted in 1.0. The email should indicate the RFP title and number (see RFP cover page) in the subject line and the full legal name of the proponent in the body of the email.

The person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this RFP **must execute** the Proposal Form and Pricing. (APPENDIX D) Unsigned proposals will be disqualified.

Proponents should note that the maximum acceptable email size is 10MB. If greater than 10MB, proponents should email proposals in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

4.0 AMENDMENT OF PROPOSALS

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.0. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

5.0 WITHDRAWAL OF PROPOSALS

At any time throughout the RFP process until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be emailed to the RFP Contact in the same prescribed format as detailed in 1.0 and must be signed by an authorized representative of the proponent. The Regional District is under no obligation to return withdrawn proposals.



6.0 ENQUIRIES

Enquiries will be accepted until July 22, 2021, at 2:00pm Pacific Daylight Time. Answers will be posted on BC Bid and the Regional District Website in the form of an addenda.

All enquiries related to this RFP are to be directed, in writing or by email, to:

Yvonne Koerner, CPA, CMA, MBA
Chief Financial Officer
Phone : 250-615-6100
Fax : 250-635-9222
Email : procurement@rdks.bc.ca

Information obtained from any other source is not official and should not be relied upon.

7.0 ADDENDA

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Regional District. Addenda will be in written form posted on BC Bid and the Regional District website. Information contained within RFP addenda is considered an integral part of the RFP and should be considered by proponents when responding to this RFP. Any and all final Addenda will be issued and posted on BC Bid and the Regional District website by July 26, 2021, 2:00pm Pacific Daylight Time. Verbal communications will not be binding unless confirmed by written addenda.

8.0 DISCLAIMER

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of the work being requested. The Regional District makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and proponents are solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit their proposals. The Regional District will not be responsible for any loss, damage or expense incurred by a proponent because of any inaccuracy or lack of completeness associated with this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any proponent.

9.0 CONTRACTOR QUALIFICATIONS AND EXPERIENCE

Proponents should state the size of the company, the number of staff, the location of the office from which the work on the engagement is to be performed, the number and nature of the professional staff to be employed on the project. Proponents should also provide information regarding their local government knowledge and experience.

10.0 PERSONNEL QUALIFICATIONS AND EXPERIENCE

Proponents should identify the principal supervisory and management staff, including project manager and key technical staff. Personnel may be substituted at the discretion of the proponent, if replacements have substantially the same or better qualifications or experience.



11.0 REFERENCES

Proponents should identify a minimum of three (3) local government clients (including at least one Regional Hospital District client) for which the firm has performed budget and financial software integration in the last five (5) years, complete with the name of the organization’s Chief Financial Officer and contact information.

12.0 PROJECT APPROACH

The proponent must include a statement demonstrating an understanding of the work to be done, describing the project management approach, methodologies employed and commitment or ability to perform the work within the time schedule included in the proposal.

13.0 EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)
Functionality including management information and reporting capabilities	40 points
Cost (broken down by each module, installation, annual licence fees (as well as per workstation fees), integration to Vadim iCity and annual support and maintenance rates	30 points
Support and maintenance program including implementation plan and schedule	15 points
Experience with local governments and specifically regional districts	15 points
Total Points	100 points

14.0 SALES PITCH

If required, a short list of proponents may be established to be contacted by the Regional District. The purpose for contacting a proponent at this stage would be to gain a greater understanding of the proponent’s proposal as submitted. Depending on the nature of the questions to be answered a sales pitch opportunity may be arranged to facilitate a more in-depth understanding of the proposal.



D. SPECIFICATIONS AND SCOPE OF WORK (DELIVERABLES)

1.0 USER FRIENDLY FINANCIAL PLANNING SOFTWARE FOR OPERATING AND CAPITAL PLANS

The proposed financial planning system needs to be easy to use. It is the intention of the District to move to a process where budget managers in the various departments would enter and manage their own budgets. These managers would not be well versed in the intricacies of the financial system, nor should they be required to be to manage their budgets through the proposed financial planning solution.

2.0 FINANCIAL REPORTING

The proposed financial planning system needs to be able to produce financial statements for both the Regional District and the Regional Hospital District. These statements will be produced monthly and/or quarterly as well as for year-end.

3.0 MANAGEMENT INFORMATION SYSTEM THROUGHOUT THE BUDGET CYCLE

Finance as well as the budget managers would use the budgeting system to pull reports and information on an ongoing basis throughout the year to manage both operating and capital revenue and expenditure budgets. Standardized, ad hoc and custom reporting capabilities are a key requirement of the system.

4.0 CAPABILITY TO EASILY PROVIDE “WHAT IF” SCENARIOS THROUGHOUT THE ANNUAL BUDGETING CYCLE

As circumstances and opportunities change, the users of the system would benefit from having the ability to work out “what if” scenarios. Visually appealing and intuitive scenario setup would enable both finance and budget managers to design comparative situations that would assist in decision making. Additionally, the system would provide comparatives between budget phases where changes could be tracked and saved as the process moved from one phase to the next.

5.0 SYSTEM SECURITY AND ACCESS CAPABILITIES

The District requires the application to have the capability to identify and set up security levels in such a way as to provide access to the right person at the right level. A cascading level of security access would enable the budget management processes to be managed internally.

6.0 ABILITY TO ATTACH AND/OR LINK TO MICROSOFT DOCUMENTS SUCH AS WORD OR EXCEL OR PDF DOCUMENTS

When preparing the annual five-year financial plan, there are supporting documents such as Excel spreadsheets, pdf and Word documents that are presented with the budgets. The ability to attach or include a link to these documents within the application would be beneficial when budgets are being viewed by the various staff in the process.

7.0 ABILITY TO UPLOAD/DOWNLOAD TO/FROM MICROSOFT EXCEL

There are times when Excel spreadsheets are used in the budgeting process. It would be beneficial to have the ability to upload this data into the budget application as well as download budget information into Excel.



8.0 ABILITY TO DESIGN AND PRODUCE CUSTOM REPORTS

Finance staff and budget managers have different information requirements for program management and decision making. The budget application needs to have the functionality to produce custom reports that are easy to design and intuitive to a broad range of users. The ability to produce reports with corresponding visual charts and graphs that are highly summarized or detailed depending on the user is an important feature. Users include members of the internal operational managers and finance staff.

9.0 FLEXIBILITY IN THE ACCOUNT SETUP AND MODIFICIATION

The District has a workable chart of accounts but has currently drafted an updated chart of accounts to better use Vadim and improve functionality that has been lost through the addition of many new services. Vadim cost centres have never been used and are planned to be added with the next fiscal year budget. Throughout the annual budgeting and accounting cycle, modifications to general ledger accounts are necessary for several reasons. The budgeting system needs to be flexible in areas such as adding, deleting, or modifying an account within the general ledger. If an account is modified, the budgeting system needs to be able to move the actual or budgeted amounts as required to mirror the financial system records.

10.0 VALUE ADD - REVIEW OF THE NEW CHART OF ACCOUNTS

A Value-Add opportunity may exist for consulting on the new chart of accounts and recoding of Vadim. A new chart of accounts has been developed and the excel file will be posted on BC Bid with this RFP. Vadim has been engaged to also review the chart of accounts and will do the recoding once finalized.

11.0 BUDGETING APPROVAL PROCESS PERFORMED ELECTRONICALLY

The approval process at each level of the budgeting process would be performed electronically. Editing and approvals would be performed at various stages of the process and the flow of the budget would be able to flow up and down the review and approval chain as needed.

12.0 MANDATORY TECHNICAL REQUIREMENTS

13.0 VADIM SYSTEM INTEGRATION

To maximize the functionality of a financial planning software solution, the application must be fully integrated with the existing the District financial system (Vadim iCity including any E3 upgrades). Also, the budgeting application needs to be seamlessly upgradeable. As the Vadim software is upgraded and changed, the budget software must also be upgraded. The ability to work with current data from the financial and payroll system is integral to the acceptance of a budgeting software solution. Ideally, the budgeting software would pull current data from the financial/payroll system database in real time. Conversely, budget information entered into the budgeting application would be accessible and transferable to the Vadim system. The system would be able to validate user-specific data entry against the financial system.

14.0 SYSTEM / TECHNICAL REQUIREMENTS

The software solution would be a browser-based product that operates on the District server. The application must work with Microsoft Windows Server 2019 R2 and Microsoft SQL Server 2019.



15.0 EASE OF USE – NON-TECHNICAL

Finance staff and other departmental budget managers will be using the application on an ongoing basis. The system needs to be intuitive and easily navigated for non-finance users as well as finance staff. User support, including documentation and online help, as well as direct contact, along with timely issues resolution are key considerations for the District.

16.0 INFORMATION MANAGEMENT AND REPORTING

Finance, budget managers, executive management and the board of directors all rely on sound financial information and budget forecasts to inform their decision making. Preparing and effectively managing the annual and future years' budgets is critical in effectively providing local government services to the citizens. Having the ability to produce and design standardized, ad hoc and custom financial and budget reports throughout the year is a key feature benefit for the District. The application must be intuitive to a wide range of users and can easily gather pertinent information and present this information in a visually appealing and straightforward manner. Future organizational requirements may also include the ability to set up and track performance indicators attached to budget goals.

17.0 CHANGE IN SCOPE

The Regional District reserves the right to amend the scope of work during the term of the Contract. In such cases, the parties will negotiate to determine whether a change in the Contract rate is appropriate. Include an hourly rate for work outside of scope.



E. CONTRACT CONDITIONS

1.0 COMPLIANCE WITH LAWS

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

2.0 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect in the Province of British Columbia.

3.0 CONFIDENTIALITY

The contractor will comply with all restrictions regarding disclosure of information pursuant to the *Local Government Act*, the *Community Charter* and the *Freedom of Information and Protection of Privacy Act* in accordance with professional standards and codes of conduct. The contractor will be responsible for ensuring that other firms and individuals who may be engaged as partners or sub-contractors in the performance of the work of the Contract are also in compliance with such standards and codes.

4.0 RIGHT TO TERMINATE SERVICES

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

5.0 INDEMNITY

Notwithstanding the provision of insurance coverage by the Supplier, the Supplier hereby agrees to indemnify and save harmless the Regional District, its officers, agents and employees from and against all claims, demands, losses, costs, 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 Supplier, its servants, agents, sub-contractors and sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

6.0 INSURANCE

The Contractor, 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 Contractor) 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 Contractor's insurance policies shall include a deductible no greater than \$25,000 for each claim. The Contractor 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 \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The RDKS 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 \$2,000,000 inclusive per occurrence.
3. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

7.0 REGISTRATION WITH WORKSAFEBC

The Contractor shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The supplier and any approved sub-contractors must be always registrants in good standing with the WorkSafeBC, for the duration of the Contract. Prior to receiving any payment, the Supplier may be required to submit a WorkSafeBC Clearance Letter confirming all assessments have been paid and the Supplier is in good standing.



APPENDIX A RDKS 2020 Financial Statements

**FINANCIAL STATEMENTS
DECEMBER 31, 2020**

INDEPENDENT AUDITOR'S REPORT

STATEMENT

- A STATEMENT OF FINANCIAL POSITION**
- B STATEMENT OF FINANCIAL ACTIVITIES**
- C STATEMENT OF CASH FLOWS**
- D STATEMENT OF CHANGES IN NET FINANCIAL ASSETS/(LIABILITIES)NOTES**

SCHEDULE

- SCHEDULE OF SURPLUS**
- SCHEDULE OF RESERVE FUNDS**
- SCHEDULE OF CHANGES IN EQUITY IN PHYSICAL ASSETS**
- SCHEDULE OF PHYSICAL ASSETS**
- SCHEDULE OF EXPENDITURES BY TYPE**



CARLYLE SHEPHERD & CO. 
CHARTERED PROFESSIONAL ACCOUNTANTS

SECOND FLOOR
4544 LAKELSE AVENUE
TERRACE BC V8G 1P8
TELEPHONE 250-635-6126
FACSIMILE 250-635-2182

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Regional District of Kitimat-Stikine

Opinion

We have audited the financial statements of the Regional District of Kitimat-Stikine, which comprise the statement of financial position as at December 31, 2020 and the statements of financial activities, cash flows, changes in net financial assets (liabilities), and schedules one to five for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Regional District as at December 31, 2020 and the results of its operations and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. We are independent of the Regional District in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgement and maintain professional skepticism throughout the audit.

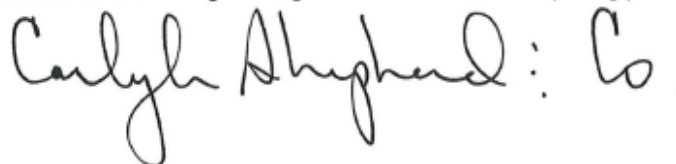
Responsibilities of Management and Directors for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal controls as management determines are necessary to enable the preparation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Regional District's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless conditions exist that do not allow for the going concern basis to be used.

The Board of Directors is responsible for overseeing the Regional District's financial reporting process.

Terrace, BC
April 23, 2020

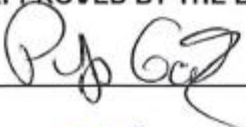




**STATEMENT OF FINANCIAL POSITION
DECEMBER 31
STATEMENT A**

	2020	2019
	\$	\$
FINANCIAL ASSETS		
Cash and Investments (Note 1)	17,419,736	12,479,814
Trade and Other Receivables (Note 2)	2,648,254	3,136,392
MFA Deposit (Note 3)	400,838	392,756
Due from Municipalities for Debt	<u>7,329,202</u>	<u>7,906,085</u>
	<u>27,798,030</u>	<u>23,915,047</u>
LIABILITIES		
Accounts Payable and Accrued Liabilities	1,677,491	2,583,598
Landfill Closure Cost Accrual (Note 7)	1,215,720	996,829
Deferred Revenue (Note 4)	4,681,871	4,109,148
MFA Debt Reserve (Note 3)	400,838	392,756
Debentures issued for Regional District (Note 5)	19,599,847	20,589,205
Debentures issued for Municipalities (Note 6)	<u>7,329,202</u>	<u>7,906,085</u>
	<u>34,904,969</u>	<u>36,577,621</u>
NET FINANCIAL ASSETS (LIABILITIES)	-7,106,939	-12,662,574
PHYSICAL ASSETS (Note 1 and Schedule 4)	<u>58,317,736</u>	<u>59,812,678</u>
	<u>51,210,797</u>	<u>47,150,104</u>
REGIONAL DISTRICT POSITION		
Operating Surplus (Schedule 1)	6,932,633	3,569,248
Reserve Funds (Schedule 2)	5,560,275	4,357,383
Equity in Physical Assets (Note 1) (Schedule 3)	<u>38,717,889</u>	<u>39,223,473</u>
Fund Balances	<u>51,210,797</u>	<u>47,150,104</u>

APPROVED BY THE BOARD



CHAIR



TREASURER



STATEMENT OF FINANCIAL ACTIVITIES
YEAR ENDED DECEMBER 31
STATEMENT B

	Unaudited Budget 2020	Audited Actual 2020	Audited Actual 2019
	\$	\$	\$
REVENUES			
Taxation	10,242,097	10,241,291	9,629,515
Grants in Lieu	-	35,050	30,521
Government Grants	2,959,418	3,415,608	9,181,389
Skeena Ice Arena Donations	-	293,748	1,339,339
Sale of Services	6,649,947	6,257,488	4,913,550
Return on Investments	197,200	258,894	217,167
Municipal Debt Payments	836,098	729,331	716,277
	<u>20,884,760</u>	<u>21,231,410</u>	<u>26,027,758</u>
EXPENDITURES			
Copperside Estates Street Lighting	7,670	7,941	8,062
Dease Lake Fire Protection	139,856	74,902	67,605
Economic Development	620,653	314,283	357,341
Emergency Measures Program	692,811	230,901	567,493
Feasibility Studies	857,954	156,243	202,066
General Government	3,469,112	2,308,850	2,440,046
General Government - Unorganized Areas	74,942	17,781	30,352
Gossan Creek Subdivision Street Lighting	520	400	356
Hazelton & Stewart Area Solid Waste Management	3,001,084	1,869,750	2,512,663
Hazelton Library	99,760	99,760	99,840
Hazelton Rural Fire Protection	24,028	16,221	25,568
Hazelton Regional Transit	261,000	196,471	223,603
Heritage Register	27,758	913	843
House Numbering	7,736	9,929	25,405
Kitwanga Community Association	31,200	31,200	31,250
Lakelse Lake Street Lighting	1,417	477	320
Muller Bay Grant in Aid	23,300	23,300	24,802
New Remo Dyke/Streetlighting	129,869	2,396	2,036
Noise, Nuisance, Unsightly Premises Bylaw	32,750	8,430	8,496
Planning Services	1,095,932	681,750	715,438
Preparation for Emergencies	162,979	150,292	154,921
Queensway/Churchill Drive Sewer System	143,130	45,635	124,408
Recreation and Cemetery Cost Sharing	844,995	747,076	834,364
Regional 911 Telephone System	746,959	755,661	720,387
Skeena Fire Protection	812,517	789,814	765,887
Skeena Regional Transit	429,472	266,479	337,993
Skeena Television Rebroadcasting	34,855	34,855	32,269
South Hazelton Fire Protection	65,481	19,858	21,020
South Hazelton Parks and Recreation	7,440	3,252	5,696
South Hazelton Street Lighting	18,009	17,109	17,139
South Hazelton Water System	216,777	136,886	104,877
South West Lakeside Grant in Aid	5,850	5,850	5,920



	Unaudited Budget 2020	Audited Actual 2020	Audited Actual 2019
	\$	\$	\$
EXPENDITURES (continued)			
Terrace Area Solid Waste Management	3,593,400	2,834,402	2,954,000
Terrace Area Urban Transit	181,190	133,871	146,569
Terrace Library Cost Sharing	242,710	229,040	228,706
Terrace Rural Water System	135,686	84,543	97,102
Thornhill Community Centre	105,556	73,125	70,226
Thornhill Core Sewer	62,662	62,660	62,660
Thornhill Dog Control	196,837	172,605	204,866
Thornhill Parks and Recreation	142,221	68,978	84,070
Thornhill Street Lighting	116,395	108,154	108,828
Thornhill Water System	691,744	692,505	554,182
Upper Skeena Recreation	2,160,512	943,625	1,048,815
Amortization / loss on disposal of assets	1,800,000	2,013,213	1,811,681
Municipal Debt Payments	836,098	729,331	716,277
Total Expenditures	<u>24,352,627</u>	<u>17,170,717</u>	<u>18,556,448</u>
Revenue Over Expenditures	-3,467,867	4,060,693	7,471,310
Opening Regional District Position	<u>47,150,104</u>	<u>47,150,104</u>	<u>39,678,794</u>
Closing Regional District Position	<u>43,682,237</u>	<u>51,210,797</u>	<u>47,150,104</u>



**STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31
STATEMENT C**

	2020	2019
	\$	\$
OPERATING ACTIVITIES		
Revenue over Expenditures	4,060,693	7,471,310
Amortization / loss on disposal of assets	2,013,213	1,811,681
Trade and Other Receivables	488,138	1,963,135
Accounts Payable and Accrued Liabilities	-687,216	-2,754,914
Deferred Revenue	572,723	-214,346
	<u>6,447,551</u>	<u>8,276,866</u>
FINANCIANG ACTIVITIES		
MFA Debenture debt	-989,358	-958,380
Due to DaSilva Developments Ltd.	-	-385,000
	<u>-989,358</u>	<u>-1,343,380</u>
INVESTING ACTIVITIES		
Physical asset purchases	<u>-518,271</u>	<u>-3,372,829</u>
Change in Cash	4,939,922	3,560,657
Opening Cash and Investments	<u>12,479,814</u>	<u>8,919,157</u>
Closing Cash and Investments	<u>17,419,736</u>	<u>12,479,814</u>



STATEMENT OF CHANGES IN NET FINANCIAL ASSETS/(LIABILITIES)
YEAR ENDED DECEMBER 31
STATEMENT D

	2020	2019
	\$	\$
Revenue over expenditures	4,060,693	7,471,310
Amortization / loss on disposal of assets	2,013,213	1,811,681
Physical asset purchases	<u>-518,271</u>	<u>-3,372,829</u>
Increase (decrease) in net financial assets (liabilities)	5,555,635	5,910,162
Opening net financial assets (liabilities)	<u>-12,662,574</u>	<u>-18,572,736</u>
Closing net financial assets (liabilities)	<u><u>-7,106,939</u></u>	<u><u>-12,662,574</u></u>



NOTES
DECEMBER 31, 2020

1. SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

These financial statements have been prepared in accordance with Canadian public sector accounting standards.

The Regional District maintains the following funds that are combined in the financial statements:

- Operating fund reports the general activities of the Regional District.
- Capital fund reports the physical assets of the Regional District together with the related financing.
- Reserve fund reports the activities of the funds established by bylaw for specific purposes.

Basis of accounting

Revenue and expenditures are reported on an accrual basis.

Revenue recognition

Taxation revenues are recognized when received from the Province of British Columbia and member Municipalities. Sale of services and user fee revenues are recognized when the service or products are provided by the Regional District. Grant revenues are recognized when the commitments are met.

Financial instruments

It is management's opinion that the Regional District's financial instruments are not exposed to significant interest rate, liquidity, market or other price risks. The Regional District measures financial assets and liabilities at market value at the date of acquisition.

Cash and investments

Cash and investments are reported at market value which approximates cost.



NOTES
DECEMBER 31, 2020

1. SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

The preparation of financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the amounts reported. Actual results could differ from those estimates. Adjustments, if any, will be reflected in operations in the period of settlement.

Physical assets

Physical assets are recorded at cost and are amortized using the straight-line method as follows:

Buildings	25 and 40 years
Automotive	10 and 20 years
Equipment	10 and 20 years
Infrastructure	40 years

Equity in Physical Assets

Equity in physical assets reflects the accumulated funded historical cost of physical assets less accumulated amortization.

2. TRADE AND OTHER RECEIVABLES

	2020	2019
	\$	\$
Provincial and Federal governments	823,592	963,189
Regional/local governments and First Nations	901,744	932,723
Trade receivables	488,544	498,392
Equipment Leases	38,336	134,986
Other	<u>396,038</u>	<u>607,102</u>
	<u>2,648,254</u>	<u>3,136,392</u>



NOTES
DECEMBER 31, 2020

3. MFA DEPOSIT AND DEBT RESERVE

A condition of MFA borrowings stipulates that a portion of the debenture proceeds be withheld as a security deposit and a debt reserve fund.

4. DEFERRED REVENUE

Revenues received in advance of expenses that will be incurred in a later period are deferred until they are matched against those expenses.

	2020	2019
	\$	\$
Federal gas tax	4,648,590	4,078,890
Other	<u>33,281</u>	<u>30,258</u>
	<u>4,681,871</u>	<u>4,109,148</u>

5. DEBENTURES ISSUED FOR REGIONAL DISTRICT

Debenture debt with the Municipal Finance Authority is being repaid in accordance with approved bylaws and agreements.

6. DEBENTURES ISSUED FOR MUNICIPALITIES

When a member municipality within the Regional District wishes to issue debenture debt through the Municipal Finance Authority of BC (MFA), the borrowing is done through the Regional District. The Regional District is therefore responsible for repayment of the debt to MFA. When payments (principal and interest) are made on this debt, the Regional District pays MFA and is reimbursed by the municipality.

The Regional District reports the outstanding debt borrowed on behalf of the member municipalities as both a financial asset and financial liability. Municipal debt payments are shown as revenue and offsetting expenditure.



NOTES
DECEMBER 31, 2020

3. MFA DEPOSIT AND DEBT RESERVE

A condition of MFA borrowings stipulates that a portion of the debenture proceeds be withheld as a security deposit and a debt reserve fund.

4. DEFERRED REVENUE

Revenues received in advance of expenses that will be incurred in a later period are deferred until they are matched against those expenses.

	2020	2019
	\$	\$
Federal gas tax	4,648,590	4,078,890
Other	<u>33,281</u>	<u>30,258</u>
	<u>4,681,871</u>	<u>4,109,148</u>

5. DEBENTURES ISSUED FOR REGIONAL DISTRICT

Debenture debt with the Municipal Finance Authority is being repaid in accordance with approved bylaws and agreements.

6. DEBENTURES ISSUED FOR MUNICIPALITIES

When a member municipality within the Regional District wishes to issue debenture debt through the Municipal Finance Authority of BC (MFA), the borrowing is done through the Regional District. The Regional District is therefore responsible for repayment of the debt to MFA. When payments (principal and interest) are made on this debt, the Regional District pays MFA and is reimbursed by the municipality.

The Regional District reports the outstanding debt borrowed on behalf of the member municipalities as both a financial asset and financial liability. Municipal debt payments are shown as revenue and offsetting expenditure.



NOTES

DECEMBER 31, 2020

7. LANDFILL CLOSURE COST ACCRUAL

The Regional District is responsible for closing six landfills in accordance with Ministry of Environment regulations. A comprehensive closure plan has been prepared for some of the landfills. Management has prepared its estimates using the comprehensive closure plan prepared and extrapolating the closure costs for the other landfills.

8. PENSION INFORMATION

The Regional District and its employees contribute to the Municipal Pension Plan (the Plan), a jointly trustee pension plan. The board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of the assets and administration of benefits. The pension plan is a multi-employer contributory pension plan. Basic pension benefits provided are based on a formula. As at December 31, 2019, the plan has about 213,000 active members and approximately 106,000 retired members. Active members include approximately 41,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent valuations for the Municipal Pension Plan as of December 31, 2018, indicated a \$2,870 million funding surplus for basic pension benefits on a going concern basis. The rate stabilization account has a balance of about \$2,500 million and the required contribution rates remain unchanged.



NOTES
DECEMBER 31, 2020

8. PENSION INFORMATION (continued)

The next valuation will be as at December 31, 2021, with results available in 2022.

Employers participating in the plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plan records accrued liabilities and accrued assets for the plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plan.

9. PURPOSE OF ORGANIZATION

The Regional District provides local government services to an area of 100,000km² in northwestern British Columbia. Member municipalities are Kitimat, Terrace, Stewart, Hazelton and New Hazelton.

The Regional District administers over 40 "functions" or services ranging from rural land use planning to a community water system, to fire protection, to library services.

10. SUBSTANTIAL EVENT

The COVID-19 outbreak was declared a pandemic by the World Health Organization on March 11th, 2020 and has had a significant financial, market and social dislocating impact. At this time, these factors present uncertainty over future cash flows, changes to assets and liabilities, and may have significant impact on future operations. All 2020 tax requisition revenue was collected, while other revenue losses and additional costs were covered by Provincial COVID-19 Restart Grant funding. Estimates of future financial impacts are not practical at this time.



**SCHEDULE 1 - SURPLUS
YEAR ENDED DECEMBER 31**

	2020 \$	2019 \$
Copperside Estates Street Lighting	-9,348	-7,657
Dease Lake Fire Protection	68,872	49,856
Economic Development	356,687	446,180
Emergency Measures Program	316,244	182,371
Feasibility Studies	151,711	-54,066
General Government	1,025,043	934,546
General Government - Unorganized Areas	60,207	35,235
Gossan Creek Subdivision Street Lighting	121	194
Hazleton & Stewart Area Solid Waste Management	-395,831	-1,221,864
Hazleton Library	-	-80
Hazleton Rural Fire Protection	30,807	9,028
Hazleton Regional Transit	-16,639	-63,063
Heritage Register	26,844	13,857
House Numbering	-2,193	-895
Kitwanga Community Association	62	71
Lakelse Lake Street Lighting	940	1,017
Muller Bay Grant-in-aid	2	-
New Remo Dyke/Streetlighting	78,783	71,650
Noise, Nuisance, Unsightly Premises Bylaw	24,320	22,254
Planning Services	349,481	322,710
Preparation for Emergencies	12,687	-4,522
Queensway/Churchill Drive Sewer System	-49,904	-108,897
Recreation and Cemetery Cost Sharing	208,023	-184,635
Regional Trust	287,022	155,022
Regional 911 Emergency Telephone System	3,874	40,058
Skeena Fire Protection	-5,244	-57,989
Skeena Regional Transit	115,059	74,601
Skeena Television Rebroadcasting	-	-
South Hazelton Fire Protection	45,622	43,481
South Hazelton Parks and Recreation	4,189	3,440
South Hazelton Street Lighting	900	-719
South Hazelton Water System	40,090	33,575
Southwest Lakeview Grant-in-aid	-	-70
Terrace Area Solid Waste Management	2,152,860	928,685
Terrace Area Urban Transit	56,960	11,051
Terrace Library Cost Sharing	13,902	6,846
Terrace Rural Water System	52,083	28,037
Thornhill Community Centre	32,229	-25,944
Thornhill Core Sewer	3	2
Thornhill Dog Control	29,532	24,551
Thornhill Parks and Recreation	73,292	46,686
Thornhill Street Lighting	8,241	4,812
Thornhill Water System	421	-9,906
Upper Skeena Recreation	1,784,679	1,819,739
	<u>6,932,633</u>	<u>3,569,248</u>



SCHEDULE 2 - RESERVE FUNDS
YEAR ENDED DECEMBER 31

	2020	2019
	\$	\$
Opening balance	4,357,383	569,508
Transfer from operating funds	1,647,000	4,880,000
Transfers to operating funds	-444,108	-1,092,125
Closing balance	<u>5,560,275</u>	<u>4,357,383</u>
Represented by the following reserve funds:		
Dease Lake Fire Protection	100,000	100,000
Emergency Measures	5,000	100,000
Feasibility Studies	479,240	479,240
General Government	751,979	751,979
Hazelton Regional Transit	100,000	100,000
Hazelton Rural Fire Protection	95,480	60,480
Hazeltons & Stewart Area Solid Waste	277,086	500,000
Planning Services	262,000	
Queensway Sewer Sytem	400,000	200,000
Regional 911 Emergency Telephone	50,000	50,000
South Hazelton Fire Protection	-	-
South Hazelton Water System	500,000	200,000
Terrace Area Solid Waste & Recyclable	100,000	100,000
Terrace Rural Water System	100,000	-
Thornhill Community Centre	100,000	100,000
Thornhill Dog Control	35,797	35,797
Thornhill Fire Protection	1,223,806	1,100,000
Thornhill Parks & Recreation	100,000	100,000
Thornhill Water Utility	<u>879,887</u>	<u>379,887</u>
	<u>5,560,275</u>	<u>4,357,383</u>



**SCHEDULE 3 - CHANGES IN EQUITY IN PHYSICAL ASSETS
YEAR ENDED DECEMBER 31**

	2020	2019
	\$	\$
Opening Balance	39,223,473	35,118,946
Increase in equity		
Debt repayment	894,137	1,279,137
Actuarial additions	95,221	64,242
Transfers from Operating Fund	518,271	4,572,829
Amortization / loss on disposal of assets	<u>-2,013,213</u>	<u>-1,811,681</u>
Closing Balance	<u><u>38,717,889</u></u>	<u><u>39,223,473</u></u>



**SCHEDULE 4 - PHYSICAL ASSETS
YEAR ENDED DECEMBER 31**

	PHYSICAL ASSETS				ACCUMULATED AMORTIZATION				NET BOOK VALUE	
	Opening Balance	Additions	Disposals	Closing Balance	Opening Balance	Annual Amortization	Disposals	Closing Balance	2020	2019
	\$	\$		\$	\$	\$		\$	\$	\$
Land	653,685	-	-	653,685	-	-	-	-	653,685	653,685
Buildings	28,592,952	23,886	-	28,616,838	2,004,219	735,610		2,739,829	25,877,009	26,588,733
Machinery & Equipment	3,417,691	180,899	72,686	3,525,904	1,349,040	181,051	49,589	1,480,502	2,045,402	2,068,651
Infrastructure	36,159,444	313,486	-	36,472,930	5,657,835	1,073,455		6,731,290	29,741,640	30,501,609
	<u>68,823,772</u>	<u>518,271</u>	<u>72,686</u>	<u>69,269,357</u>	<u>9,011,094</u>	<u>1,990,116</u>	<u>49,589</u>	<u>10,951,621</u>	<u>58,317,736</u>	<u>59,812,678</u>



**SCHEDULE 5 - EXPENDITURES BY TYPE
YEAR ENDED DECEMBER 31**

	2020	2019
	\$	\$
Director remuneration	205,138	220,392
Director travel and expenses	23,299	126,552
Staff remuneration and benefits	3,525,336	3,104,942
Staff travel and education	87,162	153,393
Grants and Cost Sharing	1,388,068	1,462,329
Vehicle operation	144,382	155,355
Utilities	485,441	581,134
Insurance and property taxes	183,001	183,358
Interest	606,469	551,655
Purchased services and supplies	7,406,273	9,211,077
Landfill closure	373,604	278,303
Amortization / loss on disposal of assets	2,013,213	1,811,681
Municipal Debt Payments	<u>729,331</u>	<u>716,277</u>
	<u><u>17,170,717</u></u>	<u><u>18,556,448</u></u>



APPENDIX B RDKS 2021-2025 FINANCIAL BYLAW



Regional District of
Kitimat-Stikine

BYLAW NO. 753

A bylaw to establish the Five-Year Financial Plan for the
years 2021-2025

The Regional District of Kitimat-Stikine, in open meeting assembled, enacts as follows:

1. **Title:**

This bylaw may be cited as the "Kitimat-Stikine Five-Year Financial Plan 2021-2025 Bylaw No. 753, 2021".

2. Schedule "A" attached hereto and made part of this bylaw is hereby adopted as the Five-Year Financial Plan for the Regional District of Kitimat-Stikine for the years 2021–2025 inclusive.


READ a first time this 19th day of March, 2021.

READ a second time this 19th day of March, 2021.

READ a third time this 19th day of March, 2021.

ADOPTED this 19th day of March, 2021.


Chair


CAO



Regional District of Kitimat-Stikine

Five Year Financial Plan
March 19, 2021
Schedule "A"

The Local Government Act requires certain information to be presented as part of the Five Year Financial Plan. The Section citation references the Local Government Act.

1. Amount required to pay interest and principal on Regional District debt (section 374[6][a]) for the current year of 2021.

The amount required to pay interest and principal on the Regional District's own debt is approximately \$ 1,339,458. Additional municipal debt includes interest and principal of approximately \$729,331.

2. Amount required for capital purposes for the current year 2021 (section 374[6][b])

The amount required for capital purposes:

Two additional Fleet Vehicles	\$	60,000
Main Office Building Renovations	\$	150,000
IT -Asset Management	\$	18,300
IT - Virtual Meetings Remote Access	\$	15,500
IT - Finance & Records Management Software	\$	160,000
4 Fire Apparatus	\$	643,498
Telgraph Creek Dock	\$	285,000
Thornhill Parks and Recreation Playground	\$	35,000
Thornhill Tennis Court - Resurface	\$	40,000
Terrace & Area Recreation & Cemetery	\$	61,116
Upper Skeena Recreation Centre - Biomass	\$	100,000
Upper Skeena Recreation Centre - Building	\$	385,000
Thornhill Pumphouse #2	\$	150,000
South Hazelton Water - Weir	\$	500,000
Queensway Sewer	\$	25,000
Forceman Fencing	\$	300,000
Solid Waste Fleet Vehicle	\$	60,000
Hazelton Landfill	\$	160,000
Meziadin Wetlands	\$	180,000
Stewart - Diversion Hut	\$	60,000
Iskut Ground Wells	\$	20,000
Total Capital Plan	\$	3,408,414

Regional District of Kitimat-Stikine
5 YEAR FINANCIAL PLAN SUMMARY



GL5410 Page : 1
Date : Mar 17, 2021 Time : 4:02 pm

For Period Ending 31-Dec-2020

Bylaw 753 Schedule A 2021 Budget	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	2019	2020	2020	2021	2022	2023	2024	2025
Revenue								
Tax Levy	-9,193,047	-9,804,524	-9,804,524	-9,863,016	-9,978,164	-10,007,745	-10,065,238	-10,092,087
Tax Levy -Parcel Tax	-434,452	-434,452	-434,752	-434,452	-434,452	-434,452	-434,452	-434,452
Tax Levy-Rail Tax Mitigation	-33,485	-33,485	-33,485	-33,485	-33,465	-33,465	-33,485	-33,485
Tax Levy-R.D. Parcel Tax	-2,016	-3,121	-2,015	-3,121	-3,121	-3,121	-3,121	-3,121
Grants in lieu	-33,605	0	-38,096	-25,900	-25,900	-25,900	-25,900	-25,900
Grants	-9,109,732	-2,925,933	-3,286,500	-1,882,192	-974,129	-933,129	-933,129	-933,129
Interest Earned	-152,925	-197,200	-163,673	-171,200	-168,200	-168,200	-168,200	-168,200
Revenue From Own Sources	-6,073,951	-6,362,368	-6,421,129	-7,650,325	-7,821,973	-7,850,892	-7,830,892	-7,830,892
Transfers from Other Functions	-272,807	-287,579	-262,683	-270,000	-270,000	-270,000	-270,000	-270,000
Transfer from Other Funds	-1,033,345	-100,000	-521,455	-1,987,902	-851,996	-3,281,996	-746,996	-681,996
Transfers From Member Municipalities	-1,937,840	-836,096	-729,331	-729,331	-721,950	-721,950	-721,950	-721,950
Surplus/Deficit	-3,810,318	-3,624,026	-3,414,226	-6,645,611	0	0	0	0
Total Revenue	-32,087,323	-24,608,786	-25,111,869	-29,696,535	-21,283,370	-23,730,870	-21,233,363	-21,195,212
Expenditures								
Muller Bay Grant in Aid	24,802	23,300	23,300	23,298	23,300	23,300	23,300	23,300
General Government Expenditures	3,392,026	3,854,132	2,440,850	3,800,526	2,751,967	2,751,967	2,777,590	2,777,590
General Government -Electoral Area	30,352	74,942	17,781	66,975	64,100	64,100	64,100	64,100
Feasibility Study Reserve Fund	860,067	857,954	1,56,243	852,049	98,020	98,020	98,020	98,020
South Hazelton Fire Protection	400,540	65,481	19,658	67,622	41,500	41,500	41,500	41,500
Skeena Fire Protection	1,865,887	1,062,517	1,127,204	1,865,547	1,634,289	1,634,289	1,699,289	1,634,289
Dease Lake Fire Protection	167,605	239,858	74,902	162,772	225,950	125,950	125,950	125,950
Hazelton Rural Fire Protection	165,568	59,028	51,221	70,807	40,000	40,000	40,000	40,000
Preparation for Emergencies	154,921	162,979	150,292	56,968	44,280	44,280	44,280	44,280
Regional 911 Emergency Telephone Sys.	770,387	746,959	755,661	765,633	761,959	761,959	761,959	761,959
Emergency Measures Program	667,493	792,811	324,410	566,244	250,000	250,000	250,000	250,000
Thornhill Dog Control	204,866	196,837	172,605	201,818	172,266	172,266	172,266	172,266
Copperside Estates Streetlighting	8,062	7,670	7,941	8,465	7,813	9,588	9,588	9,588
Gossan Creek Subdivision Streetlighting	356	520	400	5,447	326	326	326	326
Lakelse Lake Streetlighting	320	1,417	477	6,340	550	550	550	550
South Hazelton Streetlighting	17,139	18,009	17,109	19,629	18,728	18,728	18,728	18,728
Thornhill Streetlighting	108,828	116,395	108,154	119,824	111,583	111,583	111,583	111,583
New Remo Streetlighting	726	825	732	5,793	700	700	700	700
Skeena Regional Transit	337,993	429,472	266,479	465,993	383,181	393,349	393,349	393,349
Terrace Regional Transit	146,569	181,190	133,871	227,100	175,380	175,380	175,380	175,380
Hazelton Area Transit	323,603	261,000	196,471	250,269	271,490	279,841	279,841	279,841
New Remo Dyke	1,310	1,28,844	1,664	87,519	8,829	8,829	8,829	8,829
Terrace Library Cost Sharing	228,706	242,710	229,040	249,766	235,864	235,864	235,864	235,864
Hazelton Library Cost Sharing	99,840	99,760	99,760	124,665	137,117	137,117	124,665	124,665
Skeena Television Rebroadcasting	32,269	34,855	34,855	35,876	35,876	35,876	35,876	35,876
Heritage Register	843	27,758	913	40,746	13,901	13,901	13,901	13,901
Planning Services	867,600	950,781	868,234	1,104,327	800,918	755,918	755,918	755,918
Planning - Lakelse Watershed Society	47,838	145,151	75,516	93,135	72,500	72,500	72,500	72,500

Regional District of Kitimat-Stikine
5 YEAR FINANCIAL PLAN SUMMARY



GL5410

Page : 2

Date : Mar 17, 2021

Time : 4:02 pm

For Period Ending 31-Dec-2020

Bylaw 753 Schedule A 2021 Budget	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	2019	2020	2020	2021	2022	2023	2024	2025
Economic Development Commission	357,032	549,301	310,925	458,813	148,070	148,070	148,070	148,070
Noise, Nuisance, Unsightly Prem. Bylaw	8,498	32,750	8,430	32,045	32,750	32,750	32,750	32,750
House Numbering	25,405	7,736	9,929	6,438	9,636	9,636	9,636	9,636
Thornhill Community Centre	170,226	105,556	73,125	163,729	131,500	131,500	131,500	131,500
Kitwanga Community Centre	31,250	31,200	31,200	31,200	31,185	31,185	31,185	31,185
Terrace Area Solid Waste and Recyclable	3,621,385	4,360,785	3,479,134	7,142,160	5,339,600	7,781,806	5,206,128	5,232,977
Southwest Lakeview Grant-in-aid	5,920	5,850	5,850	5,920	5,920	5,920	5,920	5,920
South Hazelton Parks and Recreation	5,696	7,440	3,252	8,189	4,000	4,000	4,000	4,000
Terrace Area Recreation and Cemetery	834,364	844,995	747,076	1,115,457	844,995	844,995	844,995	844,995
Hazelton's & Stewart Area Solid Waste	5,096,450	3,149,947	2,241,528	3,094,920	2,901,871	3,031,871	3,031,871	3,031,871
Upper Skëena Recreation	3,633,246	2,452,512	967,511	2,790,701	1,248,191	1,248,191	1,248,191	1,248,191
Thornhill Parks and Recreation	184,070	142,221	68,978	168,827	95,535	95,535	95,535	95,535
Economic Dev-Telegraph Creek Port	309	71,352	93,929	352,994	0	0	0	0
South Hazelton Water	344,877	216,777	476,886	723,292	183,202	183,202	183,202	183,202
Thornhill Water System	828,135	691,744	1,192,505	977,417	721,228	721,228	721,228	721,228
Terrace Rural water System	146,803	185,387	234,244	209,433	157,350	157,350	157,350	157,350
Queensway Sewer Utility	324,408	143,130	245,635	149,463	133,130	133,130	133,130	133,130
Commercial Core Sewer	190,849	190,852	190,849	190,853	190,850	190,850	190,850	190,850
Municipal Debenture Payments	1,937,840	836,096	729,331	729,331	721,950	721,950	721,950	721,950
Total Expenditures	28,673,097	24,608,786	18,466,258	29,696,535	21,283,370	23,730,870	21,233,363	21,195,212
Surplus/Deficit	-3,414,226	0	-6,645,611	0	0	0	0	0
Total Surplus (-)/Deficit	-3,414,226	0	-6,645,611	0	0	0	0	0



APPENDIX C NWRHD FINANCIAL STATEMENTS



FINANCIAL STATEMENTS

DECEMBER 31, 2020



FINANCIAL STATEMENTS

DECEMBER 31, 2020

INDEPENDENT AUDITORS REPORT

STATEMENT

- A STATEMENT OF FINANCIAL POSITION
- B STATEMENT OF FINANCIAL ACTIVITIES

NOTES



CARLYLE SHEPHERD & CO. 
CHARTERED PROFESSIONAL ACCOUNTANTS

SECOND FLOOR
4544 LAKESE AVENUE
TERRACE BC V8G 1P8
TELEPHONE 250-635-6126
FACSIMILE 250-635-2182

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
North West Regional Hospital District

Opinion

We have audited the financial statements of the North West Regional Hospital District, which comprise the statement of financial position as at December 31, 2020 and the statement of financial activities for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Regional Hospital District as at December 31, 2020 and the results of its operations for the year then ended in accordance with Canadian public sector accounting standards.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. We are independent of the Regional Hospital District in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgement and maintain professional skepticism throughout the audit.


Responsibilities of Management and Directors for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal controls as management determines are necessary to enable the preparation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Regional Hospital District's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless conditions exist that do not allow for the going concern basis to be used.

The Board of Directors is responsible for overseeing the Regional Hospital District's financial reporting process.

Terrace, BC
April 23, 2020





**STATEMENT OF FINANCIAL POSITION
DECEMBER 31
STATEMENT A**

	2020	2019
	\$	\$
FINANCIAL ASSETS		
CASH	26,998,060	21,625,282
ACCOUNTS RECEIVABLE	346,163	409,715
MUNICIPAL FINANCE AUTHORITY DEBT RESERVE FUND	<u>684,079</u>	<u>613,700</u>
	<u>28,028,302</u>	<u>22,648,696</u>
FINANCIAL LIABILITIES		
ACCOUNTS PAYABLE AND ACCRUED LIABILITIES	461,133	422,856
MUNICIPAL FINANCE AUTHORITY DEBT RESERVE FUND	684,079	613,700
LONG TERM DEBT (Note 2)	<u>32,850,122</u>	<u>29,367,945</u>
	33,995,334	30,404,501
NET FINANCIAL ASSETS/LIABILITIES	(5,967,032)	(7,755,804)
FUTURE REVENUE REQUIREMENT FROM TAXPAYERS	<u>32,850,122</u>	<u>29,367,945</u>
REGIONAL HOSPITAL DISTRICT POSITION	<u>26,883,090</u>	<u>21,612,141</u>

APPROVED BY THE BOARD

 CHAIR

 TREASURER



STATEMENT OF FINANCIAL ACTIVITIES
YEAR ENDED DECEMBER 31
STATEMENT B

	Unaudited 2020 Budget \$	Audited 2020 Actual \$	Audited 2019 Actual \$
REVENUE			
Tax Requisition	9,754,550	9,754,592	9,754,550
Grants in Lieu/Other Revenue	-	1,901,976	185,426
Interest	390,000	290,885	499,328
	<u>10,144,550</u>	<u>11,947,453</u>	<u>10,439,304</u>
EXPENDITURE			
Grants to Health Facilities and Planning Studies	6,461,180	3,728,906	5,048,953
Debenture Debt			
Interest	1,654,353	1,301,412	1,371,543
Principal	1,545,173	1,545,173	1,545,173
Interest on Temporary Borrowing	20,000	-	11,237
Contingency	2,600,974	-	-
Administration	177,000	101,013	148,267
	<u>12,458,680</u>	<u>6,676,504</u>	<u>8,125,173</u>
NET CHANGE IN FINANCIAL ACTIVITIES	-2,314,130	5,270,949	2,314,131
OPENING POSITION	<u>21,612,141</u>	<u>21,612,141</u>	<u>19,298,010</u>
CLOSING POSITION	<u>19,298,011</u>	<u>26,883,090</u>	<u>21,612,141</u>



NOTES
YEAR ENDED DECEMBER 31, 2020

1) SIGNIFICANT ACCOUNTING POLICIES

The Regional Hospital District has adopted the reporting format recommended by the Public Sector Accounting Board.

A statement of cash flows has not been provided as management has deemed it is not useful for its purposes.

Revenue and expenditures are reported on an accrual basis.

The preparation of financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the amounts reported. Actual results could differ from these estimates.

The financial instruments consist of cash, accounts receivable, accounts payable, accrued liabilities and long-term debt. Unless otherwise noted, it is management's opinion that the Regional Hospital District is not exposed to significant currency or credit risk arising from these financial instruments.

2) LONG TERM DEBT

Debenture debt is with the Municipal Finance Authority and is being repaid as per approved bylaws.

3) MILLS MEMORIAL HOSPITAL REPLACEMENT PROJECT

Forecasted borrowing for the Mills Memorial Hospital Replacement Project based on Borrowing Authorization Bylaw #121 is as follows:

	2020 Actual	2021	2022	2023	2024	Total
Borrowing	\$5,747,995	\$24,000,000	\$26,446,000	\$26,446,000	\$10,560,005	\$93,200,000
Capital Infrastructure Reserve	\$0	\$3,000,000	\$7,000,000	\$7,000,000	\$0	\$17,000,000
Total Commitment	\$5,747,995	\$27,000,000	\$33,446,000	\$33,446,000	\$10,560,005	\$110,200,000



APPENDIX D: PROPOSAL FORM & PRICING (MANDATORY)

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 2021-FS-01. This schedule of prices must be completed, signed and form part of the Proposal submitted.

1.0 PROPONENT INFORMATION

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2.0 ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract-A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the District and the proponent unless and until the District and the proponent execute a written agreement for the Deliverables.

3.0 ABILITY TO PROVIDE DELIVERABLES

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.



4.0 NON-BINDING PRICING

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5.0 ADDENDA

The proponent is deemed to have read and taken into account all addenda issued by the District prior to the Deadline for Issuing Addenda.

6.0 NO PROHIBITED CONDUCT

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7.0 CONFLICT OF INTEREST

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the District within twelve (12) months prior to the Submission Deadline. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP. Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8.0 DISCLOSURE OF INFORMATION

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the District to the advisers retained by the District to advise or assist with the RFP process, including with respect to the evaluation of this proposal.



Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

9.0 REQUIRED PRICING INFORMATION

Description of Service	Price
Full costing of the system	
Annual licence costs	
Initial implementation	
Training	
Installation cost	
Annual support and maintenance fees	
Integration with Vadim	
Other	
GST	
Total Cost	
Hourly Rate for Value-Add Services	



10.0 INSTRUCTIONS ON HOW TO PROVIDE PRICING

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for PST and GST, which should be itemized separately.
- (c) Full costing of the system is required. This would include a clear breakdown of annual license costs, initial implementation, training and installation costs, annual support and maintenance fees, and costs for the integration with Vadim.

11.0 EVALUATION OF PRICING

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\textit{lowest price} \div \textit{proponent's price} \times \textit{weighting} = \textit{proponent's pricing points}$$



APPENDIX E SAMPLE CONTRACT

STANDARD FORM OF AGREEMENT

[Date]

[Supplier's Full Business
Name]

[Supplier
Address]

Attention: [Supplier Contact]

Re: [Insert RFX Document Name and #] (the "Solicitation Document")

Dear [insert name of Supplier contact]:

The Regional District of Kitimat-Stikine (the "THE DISTRICT") is very pleased to provide your company (the "Supplier"), with this letter of acceptance (the "Contract Letter") of the Supplier's proposal to provide the Deliverables set out in the Solicitation Document to THE DISTRICT.

The purpose of this letter is to summarize the terms and conditions between THE DISTRICT and the Supplier with respect to the Deliverables, and to clarify that the contract for the Deliverables is comprised of the following documents, which are collectively referred to as the "Contract":

this Contract Letter dated [insert date];

the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1.

THE DISTRICT's Standard Terms and Conditions, attached hereto as Schedule 2.

the Solicitation Document, including any addenda; and

all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.



Execution

This letter may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered to THE DISTRICT, will be deemed an original.

Please confirm your receipt of this letter of award and your agreement with the terms and conditions as set out herein by signing where indicated below and returning the executed letter to my attention on or prior to 5:00 p.m. local time on [insert date] to enable THE DISTRICT to issue the purchase order for the Deliverables.

Sincerely,

Date: _____

[insert signatory]

[insert title]

Peace River Regional District

Agreed to this _____ day of _____, 20____

[*Insert Supplier's Legal Name*]

Per: _____
Signature of Authorized Signatory

Print Name

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

[*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate*]

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by THE DISTRICT to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] (\$xxx).



B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows: [*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)]

D. THE DISTRICT and Supplier Representatives

THE DISTRICT Representative and contact information for the Contract is:

[*insert name and title of THE DISTRICT's representative in charge of the contract and contact details, including mailing address and email address*]

The Supplier Representative and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address*]

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the “**Effective Date**”) and shall be in effect for a period of [*insert # of years or months] from the Effective Date, with an option in favour of THE DISTRICT to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

[*Insert any additional contract performance terms or modifications to the Standard. Terms and Conditions in Schedule 2 and note any express deletions from the Supplier's Submission or negotiated changes to the Solicitation Document, if applicable*]



**SCHEDULE 2 - STANDARD TERMS AND CONDITIONS
INDEX**

ARTICLE 1 - INTERPRETATION

- 1.01 Defined Terms

ARTICLE 2 - GENERAL PROVISIONS

- 2.01 No Indemnities from THE DISTRICT
- 2.02 Entire Contract
- 2.03 Severability
- 2.04 Failure to Enforce Not a Waiver
- 2.05 Changes by Written Amendment Only
- 2.06 Force Majeure
- 2.07 Notices by Prescribed Means
- 2.08 Governing Law

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN THE DISTRICT AND SUPPLIER

- 3.01 Supplier's Power to Contract
- 3.02 Representatives May Bind Parties
- 3.03 Supplier Not a Partner, Agent or Employee
- 3.04 Non-Exclusive Contract, Work Volumes
- 3.05 Responsibility of Supplier
- 3.06 No Subcontracting or Assignment
- 3.07 Duty to Disclose Change of Control
- 3.08 Conflict of Interest
- 3.09 Contract Binding

ARTICLE 4 – PERFORMANCE BY SUPPLIER

- 4.01 Commencement of Performance
- 4.02 Deliverables Warranty
- 4.03 Health and Safety
- 4.04 Shipment of Goods
- 4.05 Use and Access Restrictions
- 4.06 Notification by Supplier of Discrepancies
- 4.07 Change Requests
- 4.08 Pricing for Requested Changes
- 4.09 Performance by Specified Individuals Only
- 4.10 Time
- 4.11 Rights & Remedies Not Limited to Contract

ARTICLE 5 - PAYMENT FOR PERFORMANCE AND AUDIT

- 5.01 Payment According to Contract Rates
- 5.02 Hold Back or Set Off
- 5.03 No Expenses or Additional Charges
- 5.04 Payment of Taxes and Duties
- 5.05 Withholding Tax
- 5.06 Interest on Late Payment
- 5.07 Document Retention and Audit

ARTICLE 6 – CONFIDENTIALITY



- 6.01 Confidentiality and Promotion Restrictions
- 6.02 THE DISTRICT Confidential Information
- 6.03 Restrictions on Copying
- 6.04 Notice of Breach
- 6.05 Injunctive and Other Relief
- 6.06 Notice and Protective Order
- 6.07 Records and Legislative Compliance
- 6.08 Survival

ARTICLE 7 - INTELLECTUAL PROPERTY

- 7.01 THE DISTRICT Intellectual Property
- 7.02 No Use of THE DISTRICT Insignia
- 7.03 Ownership of Intellectual Property
- 7.04 Supplier's Grant of Licence
- 7.05 No Restrictive Material in Deliverables
- 7.06 Third-Party Intellectual Property
- 7.07 Survival

ARTICLE 8 - INDEMNITY AND INSURANCE

- 8.01 Supplier Indemnity
- 8.02 Insurance
- 8.03 Proof of Insurance
- 8.04 Workplace Safety and Insurance

ARTICLE 9- TERMINATION, EXPIRY AND EXTENSION

- 9.01 Immediate Termination of Contract
 - 9.02 Dispute Resolution by Rectification Notice
 - 9.03 Termination on Notice
 - 9.04 Supplier's Obligations on Termination
 - 9.05 Supplier's Payment Upon Termination
 - 9.06 Termination in Addition to other Rights
 - 9.07 Expiry and Extension of Contract
 - 9.08 Evaluation of Performance
-



ARTICLE 1 – INTERPRETATION

1.01 DEFINED TERMS

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body, or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies, and departments.

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which THE DISTRICT has elected to be closed for business.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to

THE DISTRICT and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Deliverables” means everything developed for or provided to THE DISTRICT in the course of performing under the Contract or agreed to be provided to THE DISTRICT under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act*

“Indemnified Parties” means THE DISTRICT and THE DISTRICT’s officials, directors, officers, agents, employees, and volunteers.

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by THE DISTRICT;

“Intellectual Property” means any intellectual, industrial, or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial, or proprietary rights protected or protectable by legislation, by common law or at equity.

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier during performance of its obligations under the Contract.



“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof.

“Personal Information” means recorded information about an identifiable individual or that may identify an individual.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding.

“THE DISTRICT Confidential Information” means all information of THE DISTRICT that is of a confidential nature, including all confidential information in the custody or control of THE DISTRICT, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed, or embodied, which comes into the knowledge, possession, or control of the Supplier in connection with the Contract. For greater certainty, THE DISTRICT Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by THE DISTRICT, the Supplier or any third party; (ii) all information (including Personal Information) that THE DISTRICT is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to THE DISTRICT or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“THE DISTRICT Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by THE DISTRICT to the Supplier, or provided by the Supplier to THE DISTRICT, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract.

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them.

“Supplier Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract.

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than THE DISTRICT or the Supplier.



ARTICLE 2 – GENERAL TERMS

2.01 NO INDEMNITIES FROM THE DISTRICT

Notwithstanding anything else in the Contract, any express or implied reference to THE DISTRICT providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of THE DISTRICT beyond the obligation to pay the Rates in respect of Deliverables accepted by THE DISTRICT, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 ENTIRE CONTRACT

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 SEVERABILITY

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 FAILURE TO ENFORCE NOT A WAIVER

Any failure by THE DISTRICT to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by THE DISTRICT of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 CHANGES BY WRITTEN AMENDMENT ONLY

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 FORCE MAJEURE

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable businessperson applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.



2.07 NOTICES BY PRESCRIBED MEANS

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, THE DISTRICT Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

SAMPLE



ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN THE DISTRICT AND SUPPLIER

3.01 SUPPLIER'S POWER TO CONTRACT

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of THE DISTRICT under the Contract.

3.02 REPRESENTATIVES MAY BIND THE PARTIES

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 SUPPLIER NOT A PARTNER, AGENT OR EMPLOYEE

The Supplier shall have no power or authority to bind THE DISTRICT or to assume or create any obligation or responsibility, express or implied, on behalf of THE DISTRICT. The Supplier shall not hold itself out as an agent, partner, or employee of THE DISTRICT. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between THE DISTRICT and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors.

3.04 NON-EXCLUSIVE CONTRACT, WORK VOLUMES

The Supplier acknowledges that it is providing the Deliverables to THE DISTRICT on a non-exclusive basis. THE DISTRICT makes no representation regarding the volume of goods and services required under the Contract. THE DISTRICT reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 RESPONSIBILITY OF SUPPLIER

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, and subcontractors. This paragraph is in addition to all the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims, or actions arising from any breach of the Contract resulting from the actions of the abovementioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 NO SUBCONTRACTING OR ASSIGNMENT

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of THE DISTRICT. Such consent shall be in the sole discretion of THE DISTRICT and subject to the terms and conditions that may be imposed by THE DISTRICT. Without limiting the generality of the conditions which THE DISTRICT may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and THE DISTRICT.



3.07 DUTY TO DISCLOSE CHANGE OF CONTROL

If the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to THE DISTRICT and shall comply with any terms and conditions subsequently prescribed by THE DISTRICT resulting from the disclosure.

3.08 CONFLICT OF INTEREST

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to THE DISTRICT without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by THE DISTRICT to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, THE DISTRICT may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by THE DISTRICT to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of THE DISTRICT. This paragraph shall survive any termination or expiry of the Contract.

3.09 CONTRACT BINDING

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators, and their permitted assigns.

SAMPLE



ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 COMMENCEMENT OF PERFORMANCE

The Supplier shall commence performance upon receipt of written instructions from THE DISTRICT.

4.02 DELIVERABLES WARRANTY

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of THE DISTRICT, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by THE DISTRICT in a rectification notice.

4.03 HEALTH AND SAFETY

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations, and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide THE DISTRICT with evidence of the Supplier's compliance with this section upon request by THE DISTRICT.

4.04 SHIPMENT OF GOODS

To the extent that the Deliverables include the shipment of goods to THE DISTRICT, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to THE DISTRICT's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage, or customs brokerage charges, shall be paid by THE DISTRICT, unless specifically agreed by THE DISTRICT in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by THE DISTRICT. Receipt of the Deliverables at THE DISTRICT's location does not constitute acceptance of the Deliverables by THE DISTRICT. The Deliverables are subject to THE DISTRICT's inspection and acceptance within a reasonable period after delivery. If any of the Deliverables, in the opinion of THE DISTRICT, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by THE DISTRICT in a rectification notice.

4.05 USE AND ACCESS RESTRICTIONS

The Supplier acknowledges that unless it obtains specific written preauthorization from THE DISTRICT, any access to or use of THE DISTRICT property, technology or information that is not necessary for the performance of its contractual obligations with THE DISTRICT is strictly prohibited. The Supplier further acknowledges that THE DISTRICT may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.



4.06 NOTIFICATION BY SUPPLIER OF DISCREPANCIES

During the Term, the Supplier shall advise THE DISTRICT promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 CHANGE REQUESTS

THE DISTRICT may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable THE DISTRICT change requests, and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify THE DISTRICT and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 PRICING FOR REQUESTED CHANGES

Where a THE DISTRICT change request includes an increase in the scope of the previously contemplated Deliverables, THE DISTRICT shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between THE DISTRICT and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 PERFORMANCE BY SPECIFIED INDIVIDUALS ONLY

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of THE DISTRICT, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 TIME

Time is of the essence of the Contract.

4.11 RIGHTS AND REMEDIES NOT LIMITED TO CONTRACT

The express rights and remedies of THE DISTRICT and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to THE DISTRICT or any other obligations of the Supplier at law or in equity.



ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 PAYMENT ACCORDING TO CONTRACT RATES

THE DISTRICT shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 HOLD BACK OR SET OFF

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

5.03 NO EXPENSES OR ADDITIONAL CHARGES

There shall be no other charges payable by THE DISTRICT under the Contract to the Supplier other than the Rates established under the Contract.

5.04 PAYMENT OF TAXES AND DUTIES

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 WITHHOLDING TAX

THE DISTRICT shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 INTEREST ON LATE PAYMENT

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 DOCUMENT RETENTION AND AUDIT

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist THE DISTRICT in conducting audits of the operations of the Supplier to verify (a) and (b) above. THE DISTRICT shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.



ARTICLE 6 – CONFIDENTIALITY

6.01 CONFIDENTIALITY AND PROMOTION RESTRICTIONS

Any publicity or publications related to the Contract shall be at the sole discretion of THE DISTRICT. THE DISTRICT may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with THE DISTRICT without the prior written consent of THE DISTRICT. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by THE DISTRICT.

6.02 THE DISTRICT CONFIDENTIAL INFORMATION

During and following the Term, the Supplier shall: (a) keep all THE DISTRICT Confidential Information confidential and secure; (b) limit the disclosure of THE DISTRICT Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any THE DISTRICT Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of THE DISTRICT and (ii) in respect of any THE DISTRICT Confidential Information about any third-party, the written consent of such third-party; (d) provide THE DISTRICT Confidential Information to THE DISTRICT on demand; and (e) return all THE DISTRICT Confidential Information to THE DISTRICT on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.03 RESTRICTIONS ON COPYING

The Supplier shall not copy any THE DISTRICT Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 NOTICE OF BREACH

The Supplier shall notify THE DISTRICT promptly upon the discovery of loss, unauthorized disclosure, unauthorized access, or unauthorized use of THE DISTRICT Confidential Information.

6.05 INJUNCTIVE AND OTHER RELIEF

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to THE DISTRICT or to any third-party to whom THE DISTRICT owes a duty of confidence, and that the injury to THE DISTRICT or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that THE DISTRICT is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.



6.06 NOTICE AND PROTECTIVE ORDER

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any THE DISTRICT Confidential Information, the Supplier will provide THE DISTRICT with prompt notice to that effect in order to allow THE DISTRICT to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with THE DISTRICT and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of THE DISTRICT Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for THE DISTRICT) that such THE DISTRICT Confidential Information is confidential and subject to nondisclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such THE DISTRICT Confidential Information subject to those terms and conditions.

6.07 RECORDS AND LEGISLATIVE COMPLIANCE

The Supplier and THE DISTRICT acknowledge and agree that FOIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to THE DISTRICT within seven (7) calendar days of being directed to do so by THE DISTRICT for any reason including an access request or privacy issue; (c) not to access any Personal Information unless THE DISTRICT determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by THE DISTRICT; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a THE DISTRICT representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of THE DISTRICT would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to THE DISTRICT may be disclosed by THE DISTRICT where it is obligated to do so under FOIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 SURVIVAL

The provisions of this Article shall survive any termination or expiry of the Contract.



ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 THE DISTRICT INTELLECTUAL PROPERTY

The Supplier agrees that all Intellectual Property and every other right, title, and interest in and to all concepts, techniques, ideas, information, and materials, however recorded, (including images and data) provided by THE DISTRICT to the Supplier shall always remain the sole property of THE DISTRICT.

7.02 NO USE OF THE DISTRICT INSIGNIA

The Supplier shall not use any insignia or logo of THE DISTRICT except where required to provide the Deliverables, and only if it has received the prior written permission of THE DISTRICT to do so.

7.03 OWNERSHIP OF INTELLECTUAL PROPERTY

THE DISTRICT shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of THE DISTRICT and THE DISTRICT accepts every right, title, and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of THE DISTRICT all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to THE DISTRICT a license to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by THE DISTRICT.

7.04 SUPPLIER'S GRANT OF LICENSE

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to THE DISTRICT a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce, and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of THE DISTRICT.

7.05 NO RESTRICTIVE MATERIAL IN DELIVERABLES

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of THE DISTRICT to modify, further develop or otherwise use the Deliverables in any way that THE DISTRICT deems necessary, or that would prevent THE DISTRICT from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 THIRD-PARTY INTELLECTUAL PROPERTY

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 SURVIVAL

The obligations contained in this Article shall survive the termination or expiry of the Contract.



ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 SUPPLIER INDEMNITY

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier’s obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity or organization, including, without limitation, THE DISTRICT, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 INSURANCE

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than **\$2,000,000** per occurrence and including products and completed operations liability. **The policy is to include the following:**

THE DISTRICT as an additional named insured with respect to liability arising in the course of performance of the Supplier’s obligations under, or otherwise in connection with, the Contract, contractual liability coverage, cross-liability and severability of interest’s clause, employer’s liability coverage, 30 day written notice of cancellation, termination, or material change tenant’s legal liability coverage (if applicable and with suitable sub-limits), non-owned automobile coverage with blanket contractual coverage for hired automobiles.

8.03 PROOF OF INSURANCE

The Supplier shall provide THE DISTRICT with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide THE DISTRICT with renewal replacements on or before the expiry of any such insurance. Upon the request of THE DISTRICT, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that THE DISTRICT and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.



8.04 WORKPLACE SAFETY AND INSURANCE

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to THE DISTRICT upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify THE DISTRICT for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

SAMPLE



ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 IMMEDIATE TERMINATION OF CONTRACT

THE DISTRICT may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between THE DISTRICT and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to THE DISTRICT; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of THE DISTRICT; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 DISPUTE RESOLUTION BY RECTIFICATION NOTICE

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, THE DISTRICT may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to THE DISTRICT. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, THE DISTRICT may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow THE DISTRICT to immediately terminate the Contract.

9.03 TERMINATION ON NOTICE

THE DISTRICT reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 SUPPLIER'S OBLIGATIONS ON TERMINATION

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of THE DISTRICT, provide THE DISTRICT with any completed or partially completed Deliverables; (b) provide THE DISTRICT with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by THE DISTRICT pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by THE DISTRICT to give effect to the termination of the Contract; and (d) comply with any other instructions provided by THE DISTRICT, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 SUPPLIER'S PAYMENT UPON TERMINATION

On termination of the Contract, THE DISTRICT shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, THE DISTRICT may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on



termination.

9.06 TERMINATION IN ADDITION TO OTHER RIGHTS

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of THE DISTRICT under the Contract, at law or in equity.

9.07 EXPIRY AND EXTENSION OF CONTRACT

The Contract shall expire on the original Expiry Date, unless THE DISTRICT exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by THE DISTRICT giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 EVALUATION OF PERFORMANCE

The Supplier will be subject to a performance evaluation during, and/or at the conclusion of the assignment. If the Supplier fails to perform its obligations under the Contract, THE DISTRICT may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

SAMPLE
