

Request for Proposals:

External Audit Services for the Squamish-Lillooet Regional District & the Sea to Sky Regional Hospital District



Issue Date: July 14, 2026

Closing Date: 4:00 PM on August 24, 2026

Closing Location: Via email only at slafrance@slrd.bc.ca

Request for Proposals:

External Audit Services for the Squamish-Lillooet Regional District & the Sea to Sky Regional Hospital District

Issue date: Tuesday, July 14, 2026
Closing Time and Date: 4:00 PM on Monday, August 24, 2026

QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing (via email only), to the following contact person (the “**Contact Person**”).

Suzanne Lafrance, Director of Finance
Squamish-Lillooet Regional District
E-mail: slafrance@slrd.bc.ca

The Squamish-Lillooet Regional District (“SLRD”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the SLRD’s website (www.slrd.bc.ca/). No verbal conversation will affect or modify the terms of this RFP.

PROPOSANTS’ SITE MEETING

A Proponents’ site meeting will not be held.

PROPOSER SECTION

A person authorized to sign on behalf of the Proponent **must** complete and sign below and submit this page as part of the Proposal.

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proponent agrees to be bound by statements and representations made in the Proposal.**

Legal Name of Proponent (include “Doing Business As”): _____

Address of Proponent: _____

Contact Phone Number & Email Address of Proponent: _____

Signature of Authorized Representative: _____

Printed Authorized Representative’s Name and Title: _____

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules

1. ADMINISTRATIVE REQUIREMENTS

A. Definitions

Throughout this RFP, the following definitions apply:

"Contract" means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

"Contractor" means the successful Proponent to this RFP who enters into a written Contract with the SLRD;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits (or intends to submit) a Proposal;

"Proposal" means the document submitted by the Proponent;

"SLRD" means the Squamish-Lillooet Regional District;

"SSRHD" means the Sea to Sky Regional Hospital District;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD's website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD's original file will prevail.

E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

F. Eligibility

A Proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

G. Evaluation

The evaluation of the Proposal will be done by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD's intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD's option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponents' Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

O. Firm Pricing

Prices will be firm for the entire Contract period unless this RFP or resulting Contract specifically states otherwise.

P. Currency and Taxes

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, other than GST.

Q. Completeness of Proposal

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

R. Subcontracting

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the SLRD.

S. Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals considering the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

T. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

U. Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the same terms set out in Schedule D.

V. Liability for Errors

While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

W. Modification of Terms

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

X. Ownership of Proposals

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.

Y. Use of Request for Proposals

Any portion of this document, or any information supplied by the SLRD in relation to this RFP, may not be used or disclosed for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing, by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

Z. Reciprocity

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

AA. No Lobbying or Solicitation

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

BB. Collection & Use of Personal Information

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF REQUEST

The purpose of this Request for Proposals (RFP) is to invite qualified, experienced proponents to submit proposals for the provision of external audit services and related consulting services to the Squamish-Lillooet Regional District (SLRD) and the Sea to Sky Regional Hospital District (SSRHD) for each fiscal year ending December 31, 2026 through to December 31, 2030 inclusive (a total of five years).

The Proponent should have experience and expertise in performing audits of local government corporations and/or other public bodies, be free of any obligations or interests that may conflict or affect their ability to perform and act as the Auditor for the SLRD and SSRHD and have the capacity to provide this service in a timely manner. It is intended that a final contract will be negotiated with the successful proponent and such contract shall include, but not be limited to, annual financial statement audit services and consulting services as determined by the SLRD.

The RFP is intended to provide proponents with sufficient relevant information about the services requested to enable them to submit an appropriate proposal.

B. TERM

The term of the Contract is to commence on or around October 1, 2026, and conclude on or around September 1, 2031.

C. RFP DOCUMENTS

The RFP document package is available for downloading at:

- the SLRD website at <https://www.slrd.bc.ca/inside-slrd/contracting-opportunities/request-proposals-quotations-tenders>; and,
- BC Bid at www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish-Lillooet Regional District.

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Suzanne Lafrance, Director of Finance
Squamish-Lillooet Regional
District E-mail:
slafrance@slrd.bc.ca

The SLRD will determine, at its sole discretion, whether queries require responses and such

responses will be made available to all by issue of addenda posted on BC Bid and the SLRD website. No verbal conversation will affect or modify the terms of this RFP.

E. CLOSING DATE AND TIME

Proposals must be received by the SLRD via email on or before 4:00 p.m. local time on Monday August 24, 2026. Late proposals will not be accepted nor will be proposals in paper form.

F. PROPOSAL FORMAT

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering Proposals:

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative;
- Proponent's section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction, identifying the Proponent, the key contacts and their contact information, size of the firm, relevant experience of the firm and its employees, etc. to be signed by the person(s) authorized to sign on behalf of the Proponent; and,
- The body of the Proposal, including your approach and methodology regarding the scope of work, and a cost breakdown as a completed Schedule "C".

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the SLRD in electronic form via email to slafrance@slrd.bc.ca. A proposal submitted in paper form will not be accepted.

H. RESPONSE GUIDELINE

Proponents should state the size of the firm, the size of the firm's governmental audit 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. Please also highlight the firm's experience and involvement with local governments and Canadian Public Sector Accounting Standards.

Proponents should identify the principal staff (including engagement partners, managers, other supervisors and specialists) who would be assigned to the engagement. Other audit personnel may be substituted at the discretion of the proponent, provided that replacements have substantially the same or better qualifications or experience.

If you are not the incumbent auditor, describe your plan for familiarization with SLRD and SSRHD operations, accounting systems, key personnel, and processes. Include a proposed timeline, key milestones, and how you will minimize additional demands on SLRD staff time during the first year of the engagement.

Proponents should describe the corporate procedures, tools and/or resources for project management to ensure client satisfaction. Please also describe up to five (5) previous and/or current engagements that are relevant to this engagement and have been completed within the last five years by your firm. Proponents should identify a minimum of three (3) local government clients for which the firm has performed financial audit services in the last five (5) years, complete with the name of the organization's chief financial officer and contact information.

I. EVALUATION OF PROPOSALS

Proposals will be evaluated to determine best overall value to the SLRD. The evaluation team will assess each Proponent's ability to fulfil the scope of work. Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

The SLRD will be under no obligation to receive further information, whether written or oral, from any Proponent. The SLRD is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

The evaluation team may consist of SLRD employees, contractors to the SLRD and others as may be appointed to the evaluation team by the SLRD. A recommendation will be given to the SLRD Board of Directors.

Weighted Criteria	Weight (%)
Corporate/individual experience and references for similar projects, general reputation in the industry, capacity, resources, and professional qualifications	30
Approach, methodology and understanding of the SLRD's requirements	25
Innovation and/or value-added benefits.	10
Total cost/fees (and hourly rates for extra work);	35
TOTAL	100

3. **PROJECT DETAILS**

A. BACKGROUND INFORMATION

The Squamish-Lillooet Regional District (SLRD) was incorporated in 1968 and is a local government delivering around 100 public-facing services to approximately 50,496 residents (using the 2021 census) living in four member municipalities (Lillooet, Pemberton, Whistler, Squamish) and four unincorporated Electoral Areas (A, B, C, D). The SLRD services include but are not

limited to: land use planning, solid waste management, building inspections, fire protection, emergency management, 911, recreation, multiple water & sewer utilities, trails & open spaces and other community services.

The Sea to Sky Regional Hospital District (SSRHD), a separate entity, was established by an Order of the Lieutenant Governor in Council on November 19, 1998 and includes three member municipalities (Pemberton, Whistler, Squamish) and two unincorporated Electoral Areas (C & D). The SSRHD raises funds through requisition of taxes from property owners within its geographical boundaries to fund capital and equipment purchases for medical facilities in the area typically through local community health authorities. In 2025 the SSRHD had 216 ledger entries. The SSRHD is not subject to income taxes.

SLRD staff administers the SSRHD entity, and the SLRD receives an administration fee from the SSRHD.

Both entities (SLRD and the SSRHD) have fiscal years that run from January 1st to December 31st with accounting transactions processed through the Finance Department, at 1350 Aster Street, Pemberton, BC. A description of the SLRD, the SSRHD and other information, including past Financial Statements, can be obtained from the SLRD website at <https://www.slrd.bc.ca/>.

Both entities use Unit4 Enterprise Resource Planning (ERP) for transactions within the following:

- Accounts payable
- Accounts receivable
- General ledger
- Fixed Assets (SLRD only)
- Budgeting (SLRD only)
- Payroll (SLRD only)

The SLRD's total 2026 operating budget is \$36,662,950 and the capital budget is \$10,734,536. The SLRD issued approximately 1,327 accounts payable cheques and 140 electronic fund transfers in 2025. The SLRD has approximately 55 employees of which 46 are full-time.

In compliance with the Local Government Act, the SLRD Board will appoint an audit firm for external audit services. Other firms may be used for other financial services as deemed more advantageous or appropriate to do so. The SLRD therefore reserves the right, at its sole discretion, to use other financial services and financial firms for services required by the SLRD.

B. SCOPE OF WORK

The completion of External Audit Services for the SLRD & the SSRHD shall be in accordance with the scope of work attached as Schedule "B". Prospective proponents may recommend changes or adjustments to the scope of work where the Proponent believes that such changes or adjustments will result in a better quality service. In all cases, the Proponent should provide reasons for the recommended changes or adjustments to the RFP specifications.

C. COSTS

The SLRD requests separate costs for the scope of work as described in Schedule “C”.

The Proponent will provide a fixed price, as well as an hourly rate, for all work necessary to complete the scope of work as set out in Schedule “B”. Please include a cost for creating the Annual Financial Statements for the SLRD and SSRHD as a value-added option (if interested in creating the Financial Statements).

Please note: In the event of changes to the scope of work during the term, the hourly rates as specified in Schedule “C” will be used. Any changes to the scope of work must be authorized in advance and in writing by the SLRD.

4. GENERAL CONDITIONS

A. INSURANCE

The Proponent shall obtain and continuously hold for the term of the contract the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, with the SLRD listed as an “Additional Insured”;
- Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$2,000,000 per claim.
- Automobile liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- Proponent’s equipment insurance in an all-risks form covering machinery and equipment used for the performance of the services.

B. WORKSAFEBC

The Proponent must provide proof of WorkSafeBC coverage (or if applicable proof that WorkSafeBC coverage is not required) and remain in good standing during the term of the contract.

C. COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

D. INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/ Contractor shall release, indemnify and save harmless the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided by the Proponent/ Contractor to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

5. SCHEDULES

SCHEDULE "A" – Acknowledgment Letter

SCHEDULE "B" – Scope of Work

SCHEDULE "C" – Costs

SCHEDULE "D" – Draft Services Agreement

SCHEDULE “A” – ACKNOWLEDGEMENT LETTER
(PLEASE COMPLETE & RETURN IMMEDIATELY)

The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: Audit Services for the Squamish-Lillooet Regional District & the Sea to Sky Regional Hospital District.

I/We presently intend to provide a Proposal in respect of the Request for Proposals - Audit Services for the Squamish-Lillooet Regional District & the Sea to Sky Regional Hospital District.

 Signature	 Company/Business Name
 Name (please print)	 Address
 Title	 City
 Phone Number	 Mobile Phone Number
 Date	 E-Mail Address

Return to:

Suzanne Lafrance, Director of Finance
Squamish-Lillooet Regional District
Email: slafrance@slrd.bc.ca

SCHEDULE “B” – SCOPE OF WORK

(Note: the term “Contractor” below refers to the successful Proponent)

The services required include performing annual external audits for the Squamish-Lillooet Regional District (SLRD) and the Sea to Sky Regional Hospital District (SSRHD) in accordance with generally accepted auditing standards, the Public Sector Accounting Standards (PSAS), and the provisions of the Local Government Act, Community Charter and Hospital District Act.

Service requirements also include the following:

- i. Annual audit planning letter that outlines the audit approach, key areas of focus and work to be performed, addressed to SLRD management and the SLRD Board.
- ii. The required annual audit fieldwork, with the last day of audit fieldwork occurring no later than the third week of March (of the year following).
- iii. Draft auditors report for the SLRD and the SSRHD to be issued by April 12th each year (to allow time for review by SLRD management) and prior to presentation of the financial statements to the SLRD and SSRHD Board of Directors.
- iv. Presentation of annual auditors reports and financial statements to the SLRD Board and the SSRHD Board when required, currently presented on the third Wednesday of April.
- v. Independent Auditors’ Reports for the SLRD and the SSRHD annual financial statements.
- vi. Final annual financial statements for the SLRD and SSRHD to be issued before May 10th to allow for submission of audited financial statements by the SLRD to the Ministry of Municipal Affairs and Housing by the May 15th deadline.
- vii. Ensure all new financial reporting requirements and auditing standards are communicated in advance to the appropriate SLRD staff, in writing, with specifics on what is required of the SLRD to ensure that financial statements, notes and supplementary schedules (as applicable), comply with current reporting requirements and auditing standards.
- viii. The Contractor will respond to and discuss with SLRD staff any accounting, auditing, tax or other issue that may arise throughout the year. Such issues include: PSAS updates, commodity taxes, internal controls, Local Government Act requirements, or other legislative changes. It is expected that such inquiries, unless leading to significant extra work on the Auditor’s behalf, are within the scope of work identified in this RFP and would not incur additional fees.
- ix. The Contractor will advise SLRD management of any weaknesses in internal controls noted during the audit or any other area of concern, prior to issuing the draft auditors report. Appropriate beneficial suggestions to improve the areas of concern to be discussed with SLRD management.
- x. Include the option (if able and willing) to complete the final audited annual Financial Statements for both entities each year during the Term. The SLRD will provide resources and reasonable assistance to the Contractor for preparation of the Financial Statements.

SCHEDULE "C" – COSTS

Proponents complete this form and submit with proposal documents. The Proponent may provide their own cost breakdown table in addition to this schedule. All prices are to exclude GST, which will be included upon invoicing as applicable.

The fixed prices included below should include the provision of all materials, equipment, labour, transportation, fuel, supervision, management, overhead, insurance, all other related charges, and all other requirements necessary for the commencement, performance and completion of Audit Services, **not including GST**, to complete the scope of work as listed in Schedule "B" and the hourly rate for additional services or changes to scope of work:

SLRD Services	Annual External Audit Price	Optional: Annual Financial Statements Price	Hourly Rate
2026 –Year-end Audit			
2027 –Year-end Audit			
2028 –Year-end Audit			
2029 –Year-end Audit			
2030 –Year-end Audit			
5-year Contract Total			

Other Charges (Please describe): _____

SSRHD Services	Annual External Audit Price	Optional: Annual Financial Statements Price	Hourly Rate
2026 –Year-end Audit			
2027 –Year-end Audit			
2028 –Year-end Audit			
2029 –Year-end Audit			
2030 –Year-end Audit			
5-year Contract Total			

Other Charges (Please describe): _____

Terms of Payment (if more frequent than monthly please describe): _____

SCHEDULE "D" - DRAFT SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____,

2026 is BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent under the laws of British Columbia having an office at 1350 Aster Street, Box 219, Pemberton, BC, V0N 2L0

(the "Regional District")

AND:

_____, having an office at _____

(the "Contractor")

GIVEN THAT:

- A: The Regional District wishes to engage the Contractor to complete services as described in the Request for Proposals issued by the Regional District on _____, 2026 for Audit Services for the Squamish-Lillooet Regional District & the Sea to Sky Regional Hospital District; and,
- B: The Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

Definitions

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

a) "Terms of Reference" means:

- i) the Scope of Work for performance of the Services as set out in the RFP as Schedule "B"; and,
- ii) Consultant's Proposal dated _____ submitted in response to the RFP and as accepted by the Regional District and attached here as Schedule "A",

both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of an inconsistency between subsection 1a) i) and subsection 1a) ii), subsection 1 a) i) shall prevail; and,

- b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on or about October 1, 2026 and ends on or before September 1, 2031 (the "Term"), unless terminated earlier in accordance with this Agreement.

Warranty as to Quality of Services

4. The Contractor represents and warrants to the Regional District that it will perform the Services:
 - a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - b) in accordance with sound current professional practices;
 - c) with personnel who have the education, training, skill, experience and resources necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;
 - d) in compliance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association;

and, the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. The Regional District will pay the Contractor for the Services in accordance with the schedule attached as Schedule "C" with this Agreement. For greater clarity, the maximum value of this Agreement is \$_____ plus GST for the Services as set out in the Terms of Reference in Schedule "A".

Invoices

6. Not more than once each month, the Contractor may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees claimed for Services performed in that preceding month.

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Contractor and subject to section 8 and subject to any right of set-off that the Regional District may have, pay the Contractor the fees claimed in the invoice

delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

9. The Regional District may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:
 - a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Contractor has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
 - b) becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against and withhold from amounts due to the Contractor such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

Records

11. The Contractor must:

- a) keep proper accounts and records of its performance of the Services which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- b) keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- d) preserve and keep available for audit and inspection, all records described in section 11 a) through c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

12. If the Regional District terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Regional District, without request, all Services-related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Contractor irrevocably grants to the Regional District the unrestricted license for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the license granted by this section includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses.

Agreement for Services

14. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Regional District in any way.

Conflict of Interest

15. The Contractor must not perform, for gain, any services for any person other than the Regional

District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the Regional District under this Agreement and the Contractor's pecuniary interest.

Assignment of Agreement/ Subcontracting of Services

16. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Contractor from any obligation already incurred or accrued under this agreement or impose any liability upon the Regional District.

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.
19. The indemnity provided in section 18 by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in section 20 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

Insurance Requirements

20. The Contractor shall obtain and maintain throughout the Term:
 - a) Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate and shall meet the following requirements:

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- i) name the Regional District as additional insured;
 - ii) include blanket contractual liability coverage, cross liability, and severability of interest;
 - iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - iv) be primary without right of contribution from any insurance carried by the Regional District;
 - v) stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District;
 - vi) include a deductible not greater than five thousand dollars (\$5,000) per occurrence; and,
 - vii) be on other reasonable terms acceptable to the Regional District.
- b) Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.
- c) Automobile liability insurance on all vehicles owner operated or licensed in the name of the Contractor in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property; and
- d) Contractors' equipment insurance in an all-risks form covering machinery and equipment used for the performance of the Services.

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

WorkSafeBC

21. The Contractor shall provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Contractor is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.
22. The Contractor is designated and assumes responsibility as the prime contractor per WorkSafeBC legislation and regulations and will ensure compliance with and conform to all laws, bylaws or regulations of the local government, applicable regulatory agencies, and the Province of British Columbia.

Services Agreement

23. The Contractor must take all precautions reasonably necessary to ensure the safety of the

Contractor's personnel and all persons employed, contracted or subcontracted by the Contractor to perform the Services, including but not limited to all precautions, including physical distancing and the use of personal protective equipment for health and safety purposes, that have been recommended by the Public Health Officer.

Severability

24. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement.

Notice

25. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional District

1350 Aster Street, Box 219 Pemberton, B.C. V0N 2L0

E-mail Address: info@slrd.bc.ca

Attention: Suzanne Lafrance, Director of Finance

To the Contractor:

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

26. In this Agreement
- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
 - c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

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- d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
 - e) reference to a month is a reference to a calendar month; and
 - f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

27. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

28. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

29. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

30. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

31. The Contractor understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Contractor to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.
32. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the Regional District in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment.

Counterparts

33. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute

one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by
authorized signatory:

Heather Paul
Chief Administrative Officer

Date

[CONTRACTOR]

Authorized name and title:

Date