

Throughout the SRFP, the following definitions apply:

“**Addenda**” means all additional information regarding the SRFP, including amendments to the SRFP;

“**BC Bid**” means the BC Bid website located at www.bcbid.ca;

“**Closing Location**” means the proposal delivery location(s), depending on the form of delivery specified in the SRFP;

“**Closing Time**” means the closing time and date for the SRFP as set out in the SRFP;

“**Contract**” means the written agreement resulting from and called for by the SRFP executed by the City and the successful Proponent; “**Contractor**” means the successful Proponent to the SRFP who enters into a Contract with the City;

“**Contact**” means the individual named as the contact person for the City in the SRFP;

“**include(s)**” and “**including**” are not limiting;

“**Must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the SRFP;

“**Proposal**” means a written response to the SRFP that is submitted by a Proponent using the SRFP Proposal Form;

“**SRFP**” or “**Short-Form RFP**” means the solicitation described in the SRFP document, including any attached or referenced appendices, schedules or exhibits together with any written modifications that the City may make to them by Addenda from time to time;

“**SRFP Proposal Form**” means the SRFP Proposal Form attached as Appendix A to the SRFP; and

“**Should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the SRFP.

“**City**” means the City of Colwood.

1. Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the SRFP, including these SRFP Rules and appendices to the SRFP and any Addenda.

A proposal must be signed in the manner specified by the SRFP by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the SRFP and to the statements and representations in the Proponent's proposal. For proposals submitted via BC Bid, attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

2. Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this SRFP, except in the limited circumstances set out in subparagraph g) below. The Proponent is solely responsible for ensuring that, regardless of the submission method required by the SRFP, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. For electronic submissions (BC Bid or email), the following applies:
 - i. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time;
 - ii. The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or, in the case of email submission, multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
 - iv. For email proposal submissions sent through multiple emails, the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal;

- v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
 - b) Only pre-authorized e-bidders registered on BC Bid can submit electronic proposals on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
 - c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 10, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the SRFP number and the project or program title.
 - d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
 - e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the City Electronic Mail System or BC Bid.
 - f) While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Contact
- immediately to arrange for an alternative submission method if:
- i. the Proponent's email proposal submission is rejected by the City Electronic Mail System; or
 - ii. the Proponent does not receive an automated response email from the City confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.
- g) An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.
- 3. Additional Information**
- If the SRFP is posted to BC Bid, then all Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.
- If the SRFP is faxed/emailed/mailed to a Proponent, then all Addenda will be faxed/emailed/mailed, as the case may be, to the Proponent. Proponents are solely responsible for providing updated contact information to the Contact.
- 4. Late Proposals**
- Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will not be considered. In case of a dispute, the proposal receipt time as recorded at the Closing Location will prevail whether accurate or not.
- 5. Proposal Validity**
- Proposals will be open for acceptance for at least 90 days after the Closing Time.
- 6. Firm Pricing**
- Prices will be firm for the entire Contract period unless the SRFP specifically states otherwise.
- 7. Currency and Taxes**
- a) Prices quoted should be:
 - i) in Canadian dollars;
 - ii) inclusive of duty, where applicable; FOB destination, delivery charges

- iii) included where applicable; and
exclusive of applicable taxes.

8. Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the SRFP 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 additional charge.

9. Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the Closing Time. At Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after closing unless requested by the City for purposes of clarification.

10. Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual or perceived conflict of interest in connection with the services described in the SRFP. This includes involvement by a Proponent in the preparation of the SRFP or a relationship with any employee, contractor or representative of the City involved in preparation of the SRFP, participating on the evaluation committee or involvement in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact prior to submitting a proposal.

By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest, either actual or perceived in respect of the SRFP.

- b) A Proponent must not attempt to influence the outcome of a SRFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

11. Subcontractors

- a) Unless the SRFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the SRFP, so long as the proposal identifies

the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

- b) Any subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the SRFP. This includes involvement by the firm or individual in the preparation of the SRFP or a relationship with any employee, contractor or representative of the City involved in preparation of the SRFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the SRFP.
- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors may be added nor other changes made to this list in the Contract without the written consent of the City.

12. References

- a) References should be able to verify the quality of work provided specific to the relevant experience of the Proponent and/or its proposed subcontractors. References from the Proponent's or its proposed subcontractors' own organization are not acceptable. The City may check Proponent and/or its proposed subcontractors' references without first notifying the Proponent and/or its subcontractors.
- b) The City reserves the right to conduct internal reference checks on the Proponent's and any subcontractors' performance under any past or current contracts with the City. The City will not enter into a Contract with any Proponent whose references or

references of its proposed subcontractors are unsatisfactory in the sole opinion of the City.

13. Evaluation

- a) Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The City may consider and evaluate any proposals 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.

14. Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on the terms and conditions set out the sample contract attached to the SRFP and such other terms and conditions to be finalized to the satisfaction of the City.
- b) Written notice 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.

15. Contract Finalization Delay

If a Contract cannot be finalized with provisions satisfactory to the City within thirty days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the SRFP process and not enter into a Contract with any of the Proponents.

16. Debriefing

At the conclusion of the SRFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the City.

17. Limitation of Liability & Proponents' Expenses

By submitting a proposal, the Proponent irrevocably waives, on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners,

lawyers, agents, employees, managers, representatives, assigns, and successors in interest, any claims whatsoever and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the SRFP or with respect to the SRFP competitive process or any contract arising in the SRFP process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent.

Proponents are solely responsible for their own expenses in participating in the SRFP process, including costs in preparing a proposal and for subsequent finalizations, if any, with the City. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the City, the City reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal.

18. Liability for Errors

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

19. No Commitment to Award

The SRFP should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent.

20. No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license under any federal, provincial, City or municipal statute, regulation or by-law.

21. Legal Entity

The City reserves the right in its sole discretion to:

- a) disqualify a proposal if the City is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification and registered assumed name, if any) and certification in a form satisfactory to the

- City that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal; and
 - d) require security screenings for a Proponent who is a natural person before entering into a Contract.

22. Reservation of Rights

- a) In addition to any other reservation of rights set out in the SRFP, the City reserves the right, in its sole discretion:
 - i) to modify the terms of the SRFP at any time prior to the Closing Time, including the right to cancel the SRFP at any time prior to entering into a Contract with a Proponent;
 - ii) in accordance with the terms of the SRFP, to accept the proposal or proposals that it deems most advantageous to itself;
 - iii) to waive any non-material irregularity, defect or deficiency in a proposal;
 - iv) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the SRFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
 - v) to reject any proposal due to an unsatisfactory reference check or past performance;
 - vi) at any time, to reject any or all proposals; and
 - vii) at any time, to terminate the competition without award and obtain the goods and services described in the SRFP by other means or do nothing.
- b) The lowest or any proposal will not necessarily be accepted. The SRFP does not commit the City in any way to award a Contract.

23. Ownership of Proposals

All proposals and other records submitted to the City in relation to the SRFP become the property of the City and are subject to the provisions of the Freedom of Information and Protection of Privacy Act and the SRFP.

24. Copyright

The SRFP is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.