



# Sunshine Coast Regional District

# Short Form Request for Proposal

**Number: 2222201**

**for**

**Removal & Disposal of Mobile Home**

**Issue Date:**

January 19, 2022

**Closing Date of**

**February 18, 2022 at 3:00 PM local time**

## Delivery of Proposals

- Submit one (1) hard copy and one (1) electronic copy on a USB drive of the proposal by hand; or by courier to the following physical address:

Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V7Z 0A8;

**or**

- One complete electronic proposal must be received in accordance with BC Bid instructions for e-bidding. Proposals must not be submitted by fax, email or mail.

## Site Visit

An optional site meeting will be held on January 27, 2022 at 11:00am at 5920 Mason Road Sechelt BC. Email the contact to register for the site meeting.

**Contact:** [purchasing@scrd.ca](mailto:purchasing@scrd.ca) for enquiries ONLY.

## Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- Commercial General Liability (CGL) insurance \$2M coverage
- Prime Contractor Designation Form Appendix B
- Be registered and provide WorkSafeBC clearance
- Accept the SCRD standard Terms and Conditions

Please refer to the link for the terms and conditions that apply to this SRFP. By submitting a proposal to the SRFP, the Proponent agrees to be bound by the SRFP terms and conditions.

## Contract Services

The Regional District is seeking an experienced Contractor for the removal and disposal of a single-wide mobile home and its contents, located at 5920 Mason Road, Sechelt BC. The Contractor will be performing the removal services during the opening hours of the site and should endeavour to ensure the least amount of disruption to site operations.

The Contractor will dispose of the mobile home structure and its appurtenances (this includes, but is not limited to, skirting, stairs, insulation etc.) in an environmentally-friendly way (recycling or other approved method) and/or dispose of it in a registered landfill, or otherwise, taking possession of the mobile home structure for personal or commercial use and disposing of its contents through recycling and/or disposal in a registered landfill.

The Contractor will adhere to the disposal plan and safety plan prepared by the Contractor and approved by the Regional District.

The Contractor is responsible for all necessary materials, labour, tools, equipment, permits and all transportation costs, disposal fees and any other costs associated with the removal and disposal of the mobile home.

## 1. Contract Format

Should the Proponent's proposal be successful, the Proponent will enter into a contract in substantially the same form of the General Service Agreement; the terms can be found <https://www.scrd.ca/go/terms>.

Schedule D, additional insurance will be required as follows:

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- a) Commercial General Liability – not less than \$2,000,000 per occurrence
- b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- c) Error & Omissions Insurance – not less than \$500,000 per occurrence
- d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

The Contract needs to be substantially completed with 2 months from contract award.

## 2. Questions

All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be submitted by **February 1, 2022** and directed, in writing, to [Submissions@scrd.ca](mailto:Submissions@scrd.ca), who will respond if time permits with a Q&A on BCBid by **February 8, 2022**. Information obtained from any other source is not official and should not be relied upon.

Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents. Information from any other source is not official and cannot be relied on.

## 3. Requirements for Proposals

- i. Disposal Plan  
Proponents shall provide a disposal plan describing what aspects of the project will be completed onsite and what aspects will be completed offsite.
- ii. Safety Plan  
Proponents shall provide a safety plan for any aspects of the services including cutting torches or grinders or other high fire risk activities that are anticipated to occur on site.
- iii. Dangerous Materials  
Any and all dangerous or hazardous materials removed from the site are to be separated and disposed of in accordance with all applicable policies, guidelines and standards from authorities having jurisdiction.  
An asbestos test has been completed on the structure (see Appendix 1) and there is no asbestos present in the structure. The Contractor will be responsible for all fees associated with additional environmental testing (if required)
- iv. Environmental Protection  
The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies and Municipal Acts and Bylaws in respect to air, earth and water pollution.

- v. **Equipment, Materials and Workmanship**  
 The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work. All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:
  - a) WorkSafeBC
  - b) BC Provincial Motor Vehicle Act
  - c) BC Ministry of Transportation and Infrastructure
  - d) BC Ministry of Environment
  - e) Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

- vi. Once the mobile home has been disposed of the Contractor must provide copies of all receipts received for payments of tipping fees or waste collection fees as proof of proper disposal.
- vii. Proponents must submit their proposals in the form of the “SRFP Proposal Form” attached as Appendix A. Proponents should not include attachments or URLs to the SRFP Proposal Form unless specifically requested in this SRFP
- viii. **Sustainable Social Procurement**  
 A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.  
 As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:
  - a) Contribute to a stronger local economy by:
    - promoting a Living Wage
    - Using fair employment practices;
    - Increase training and apprenticeship opportunities;
  - b) Local expertise knowledge by:
    - Being locally owned;
    - Utilization of local subcontractors;
  - c) Environmental Cost of Ownership;
  - d) Energy efficient products;
  - e) Minimal or environmentally friendly use of packing materials; and
  - f) Reducing hazardous materials (toxics and ozone depleting substances).

#### 4. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) Completed Response Form Appendix B
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

#### 5. MANDATORY REQUIREMENTS

For the Regional District to consider the proposal, Proponents must meet the mandatory process requirements in the SRFP Rules and the following additional mandatory requirements:

Mandatory Requirements
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP

## 6. PROPOSAL EVALUATIONS

Proposals that meet all mandatory requirements will be evaluated as follows:

Weighted Criteria	Weight %
Experience	15
Approach	25
Social	10
Price	50
<b>TOTAL</b>	<b>100</b>

The criteria for evaluation of the Proposals may include, but is not limited to:

### Corporate Experience, Reputation, Capacity and Resources

- Business and technical reputation and capabilities; experience, financial stability, capacity and resources
- Established business and demonstrated performance providing services of similar size, scope and complexity
- References
- Sub-Contractors
- Equipment
- Key Personnel on project team, qualifications and experience

### Approach

- Methodology, set-up and execution of the work
- Understanding of City's Requirements and Objectives
- Equipment and Resources
- Risk factors
- Quality Assurance and Safety

### Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula:  
 $\text{lowest priced proposal/price of this proposal} \times \text{total points available for price.}$

## Short Form Request for Proposal Terms & Conditions

### 1. Definitions

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](http://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 Regional District and the successful Proponent;

“**Contractor**” means the successful Proponent to the SRFP who enters into a Contract with the Regional District;

“**Contact**” means the individual named as the contact person for the Regional District 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;

“**Province**” means Her Majesty the Queen in Right of the Regional District of British Columbia and includes the Ministry;

“**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 Regional District 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.

“**Regional District**” means the Sunshine Coast Regional District

### 2. 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.

### 3. 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 Regional District 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 Regional District reserves the right to seek clarification or reject the proposal if the Regional District 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 Regional District 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 Regional District 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 Regional District Electronic Mail System or BC Bid.
- f) While the Regional District 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 Regional District 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 Regional District Electronic Mail System; or
  - ii. the Proponent does not receive an automated response email from the Regional District 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 Regional District'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 Regional District before the Closing Time. The Regional District 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.

#### **4. 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.

#### **5. Late Proposals**

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

#### **6. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

#### **7. Firm Pricing**

Prices will be firm for the entire Contract period unless the SRFP specifically states otherwise.

#### **8. Currency and Taxes**

- a) Prices quoted should be:
  - i) in Canadian dollars;
  - ii) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
  - iii) exclusive of applicable taxes.

#### **9. 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.

#### **10. 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 Regional District for purposes of clarification.

#### **11. 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 Regional District'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 Regional District 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 Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

#### **12. Subcontractors**

- a) Unless the SRFP states otherwise, the Regional District 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 Regional District 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 Regional District'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 Regional District 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 Regional District.

#### **13. 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 Regional District may check Proponent and/or its proposed subcontractors' references without first notifying the Proponent and/or its subcontractors.
- b) The Regional District reserves the right to conduct internal Province reference checks on the Proponent's and any subcontractors' performance under any past or current contracts with the Regional District. The Regional District 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 Regional District.

#### **14. Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Regional District 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 Regional District 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.

#### **15. Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on the terms and conditions set out in <https://www.scrd.ca/go/terms> and such other terms and conditions to be finalized to the satisfaction of the Regional District.
- 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.

#### **16. Contract Finalization Delay**

If a Contract cannot be finalized with provisions satisfactory to the Regional District within thirty days of notification of the successful Proponent, the Regional District 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.

#### **17. Debriefing**

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

#### **18. 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 Regional District. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole

discretion of the Regional District, the Regional District reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal.

#### **19. Liability for Errors**

While the Regional District 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 Regional District, 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.

#### **20. Award of the Contract**

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The SRFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The SRFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables.

#### **21. 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, regional district or municipal statute, regulation or by-law.

#### **22. Legal Entity**

The Regional District reserves the right in its sole discretion to:

- a) disqualify a proposal if the Regional District 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 Regional District 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 Regional District 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.

### **23. Reservation of Rights**

- a) In addition to any other reservation of rights set out in the SRFP, the Regional District 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 Regional District in any way to award a Contract.

### **24. Ownership of Proposals**

All proposals and other records submitted to the Regional District in relation to the SRFP become the property of the Regional District and are subject

to the provisions of the Freedom of Information and Protection of Privacy Act and the SRFP.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

### **25. 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.

### **26. Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Regional District in order to obtain access to confidential materials relevant to preparing a response to the SRFP.

### **27. Alternative Solutions**

If more than one approach to deliver the services described in the SRFP is offered, Proponents should submit the alternate approach in a separate SRFP Proposal Form.

### **28. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 the SRFP requires Proponents to provide the Regional District with personal information of employees who have been included as resources in response to the SRFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Regional District. Such written consents should specify that the personal information may be forwarded to the Regional District for the purposes of responding to the SRFP and use by the Regional District for the purposes set out in the SRFP. The Regional District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Regional District.

### **29. Trade Agreements**

Whether the applicable SRFP is covered by any trade agreements between the Regional District and other jurisdictions will be detailed in the applicable SRFP.

For more information, Proponents may contact the Regional District Purchasing Division.