



Sunshine Coast Regional District

Request for Quotation

Number: 19 383

for

Gibsons District Aquatic Facility Exterior Door Replacement

Issue Date:

March 14, 2019

Closing Date:

March 25, 2019 at 3:00 pm local time.

Bid Conditions:

Delivery of Quotations: Quotations must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Bidder or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFQ.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

Email Submission: Proponents may submit an electronic Proposal by email. Proposals submitted by email should be submitted to submissions@scrd.ca in accordance with the instructions at Section 1.11 of the General Terms and Conditions of this RFQ.

OR

Hard Copy Submission: Bidders must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of its quotation. Quotations submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC
V0N 3A1**

Regardless of submission method, quotations must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFQ including the following:

- a) The Proponent has carefully read and examined the entire Request for Quotation;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

1. General Terms and Conditions

1.1. Bid Revisions / Withdrawal

Any revision/amendments to the Bid made before the Competitive Bid closing time and date must be in writing and submitted in the same manner as the bid, stating Competitive Bid Number and Title. The Bidder shall initial any revision/amendment. Telephone communication will NOT BE ACCEPTED. Bids may be withdrawn, if written notice is received prior to closing time and date.

1.2 Bid Inquiries

All inquiries must be in writing and directed to purchasing@scrd.ca

Inquiries are required to be submitted in writing by 3:00 pm five (5) business days prior to the closing date. Any inquiries submitted past the deadline may be responded to at the Regional Districts discretion. Addenda to the Competitive Bid will be issued if, in the Regional District sole opinion, it is necessary to clarify or change any of the information in this Competitive Bid.

1.3 Specifications:

Where a specific make is called for, Bids will be received on an equivalent unless stated as no substitutes (NO SUBS). Specified weights, sizes, packages, colours, etc., as noted cover our requirements. If no change is made to the description column showing deviations from our specifications, we will expect to receive the items as specified in our description. The items Bid must be new, the most current model of the manufacturer, and comply with all conditions of the specifications.

1.4 Evaluation & Award

Evaluation and award will be based on a weighted criteria system on the following factors which will be evaluated and scored:

Weighted Criteria

Price	85
Qualifications, Experience and References	15
TOTAL:	100%

1.5 Warranty:

Please provide the following information:

- Warranty Term:
- What does the warranty cover

1.6 Delivery:

Deliveries are to be FOB to Gibsons District Aquatic Facility 953 Gibsons Way, Gibsons, B.C. and must include all freight and delivery charges.

1.7 Pricing:

Prices bid in this Competitive Bid shall not include applicable taxes. Contracts resulting from award of this Competitive Bid will note any applicable taxes. All Bids shall be submitted in Canadian Funds only. No authorization to pay in any foreign currency will be permitted.

This Competitive Bid submission will be irrevocable and remain open for acceptance for ninety (90) days from the closing date whether or not another Competitive Bid has been accepted.

The lowest or any bid may not necessarily be accepted and will depend on meeting the Regional District financial, operating and technical needs.

No payments for "extras" shall be made unless authorized in writing by the Regional District.

1.8 Confidentiality

Information pertaining to the Regional District obtained by the bidder as a result of participation in this Competitive Bid is confidential and must not be disclosed without written authorization from the Regional District.

All Competitive Bids submitted become property of the Regional District and as such are subject to the Freedom of Information Act. To request documentation or bid confidentiality under the Act, Bidders must submit a covering letter with their Bid detailing the specifics of the request.

1.9 Laws of British Columbia

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

- It does so without collusion with any other Supplier; and
- has no conflict of interest with any party in the Regional Districts regarding their submission; and
- the Supplier confirms agreement with the Regional Districts' terms and conditions of the form of contract noted above (Section: Pricing).

1.10 Mandatory Criteria

Submissions not clearly demonstrating that they meet the following requirements will receive no further consideration during the evaluation process:

- The Quotations must be received at the Closing Location before the closing time.
- The Quotations must be in English
- The Quotations must be submitted using one of the submission methods set out on page 1 of the RFQ.
- Quotations must either (1) be signed by an authorized representative of the bidder or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFQ.
- The Quotations are to include pricing for both products and installation services.

1.11 Submission of Quotations

- 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 RFQ. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) 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 Regional District limits the maximum size of any single email message to 20Mb or less.
 - (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). 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 or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to

remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.

- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids 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.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.12, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) 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.
- f) 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.
- g) 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 successfully 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 Regional District 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 each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, 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.

1.12 Withdrawal or Revisions

Proposals may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.13 Insurance & Worksafe

The Proponent shall obtain, provide proof of and continuously hold for the term of the contract, insurance coverage with the Regional District listed the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$2,000,000 per occurrence
- Vehicle Third Party – not less than \$2,000,000 per occurrence

The Proponent is required to add Regional District as an “additional insured” on the Commercial General Liability policy of insurance and the policy shall contain a cross-liability/severability of interest clause.

The Proponent must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Proponent’s obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

The Proponent must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the term at the Proponent’s expense if:

- the Proponent is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- such personal optional protection insurance is available for the Proponent from WorkSafeBC or other sources.

Within 15 business days of being requested to do so by the Regional District, the Proponent must provide the Regional District with evidence of the Proponent’s compliance with the *Workers Compensation Act*.

2.0 INTRODUCTION

The Sunshine Coast Regional District is seeking a qualified contractor to replace the exterior doors at Gibson's Aquatic Center. The work includes but is not limited to the supply and install exterior frames and doors weather strip all doors, insulation, and painting all exterior frames.

The successful contractor will be responsible for removing and legally disposing of the existing doors, hardware, and if applicable, frames.

3.0 SCOPE OF WORK

1. Supply and install exterior frames and doors, the work is too include but is not limited to the following:

- Provide all equipment, material, and labor to complete the project.
- Ensure that the doors fit into the current openings and are weather stripped.
- Insulate all new door frames with polystyrene spray foam insulation.
- Supply and install of rod and mastic caulking to interior and exterior of all new door frames.
- Prime, paint and paint touch up to affected areas required.

2. Coordinating work with other trades and the Sunshine Coast Regional District.

3. Clean up jobsite as required, daily and on completion of the work including removal of construction debris.

4. Insure that the building is secured and safe at all times.

5. Provided door system operation manuals including door closers.

6. Additional work.

If structural issues are discovered during removal of existing doors, the contractor will be required by written direction of the Regional District to source an engineer to provide professional design and site review for any structural related work and provide three copies of shop drawings, as built drawings to the Regional District. The cost of this work will be in addition to and shall be separate from the amount quoted. The Regional District at its sole discretion will have the option at any time to source quotations from other contractors and or award a contract from the resulting quotation.

4.0 SPECIFICATIONS

The Contractor is to ensure that the materials and supplies they provide meet our required specifications

1. Doors (5 Pieces):

- 18 ga PolyS insulated metal doors
- 3 single doors
- 1 double door
- Provide separate pricing for 16ga PolyS insulated metal doors

2. Door Frames (4 Pieces):

- 16 ga PS thermal broken welded frames
- 3 single door frames
- 1 double door frame

3. Door Hardware:

- Von Duprin 9827 EO Vertical Rod Panic hardware x2 / double door exit
- XP 98/99 Rim exit device x 2 doors
- Von Duprin 98L-DT x 1 door
- Von Duprin/Shlage L9453P- 03A -626- RH-10-091 x 1 Door
- DS5000 thresholds (for 5 doors)
- DS138C-2 sweeps (for 5 doors)
- Exterior grade stainless steel ball bearing hinges (for 5 doors)
- Draft seal DS147C Meeting Stile Astragals / Commercial grade
- DS 130C weather stripping / Commercial grade
- 610mm x 813mm CSA laminated tempered Safety Glass- NO WIRE INSERT- x 4 doors

4. Door Closures:

- 4 door closures Allegion LCN 4040XP (Allegion is parent company to Von-Duprin)

5. Primer:

- INSL-X STIX Waterborne Bonding Primer SXA-110

6. Paint: 2 coats minimum or as per manufactures recommendations

- Evening Blue- V341 Corotech Pre Cat Waterborne Epoxy Semi-Gloss- Code= 2066-20

5.0 QUALITY ASSURANCE AND WORKMANSHIP

The contractor will be responsible for ensuring the quality and workmanship of the project.

1. Work to be performed in accordance with all current applicable codes and regulations (Provincial and Local codes, rules, regulations and ordinances, WorkSafeBC regulation, etc.) including but not necessarily limited to the following:

- Current BC Building Code
- Current BC Fire Code
- OHSA Regulations

2. All installations shall be inspected and approved by Sunshine Coast Regional District.

6.0 SCHEDULE

Project construction start date July 2, 2019

This project to be substantially completed by July 24, 2019

7.0 Optional Site Meeting

An optional site meeting will be held on Friday March 22, 2019 at 10:30 A.M. at the Gibsons District Aquatic Facility 953 Gibsons Way, Gibsons, BC, V0N 1V0.

8.0 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of 3 years of continuous relevant experience leading up to the proposal.

8.1 References

Proponents **must** provide a minimum of **3** references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

9.0 Price

Proponents need to submit a fee proposal that sets out the individual;

- Pricing for each product and service listed in Schedule A
- Any additional cost and freight charges if applicable

Prices quoted will be deemed to be:

- in Canadian dollars ;
- inclusive of duty, FOB destination, and where applicable; and
- exclusive of any applicable taxes.

10.0 Proposal Format

Proponents should ensure that they fully respond to all requirements in the RFQ 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 1.10 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the products and services offered brief company history.
- d) The body of the proposal, including pricing, i.e. the "Schedule A".
- 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.

11.0 Evaluation

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFQ, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

Schedule A Pricing List

LINE	Quantity	PRODUCT SPECIFICATIONS	Cost	G.S.T.	PST(if applicable)	Total cost
1	3	18 ga PolyS insulated metal doors 3 single	\$			
2	1	18 ga PolyS insulated metal doors 1 double	\$			
3		16 ga 3 single door frames	\$			
4	1	16 ga 1 double door exit frame	\$			
		Total cost for 18ga doors and 16ga frames including all hardware and installation	\$			
5	3	16 ga PolyS insulated metal doors 3 single	\$			
6	1	16 ga PolyS insulated metal doors 1 double	\$			
7	1	16 ga PS thermal broken welded frames 3 single door frames	\$			
8	1	16 ga PS thermal broken welded frames 1 double door frames	\$			
		Total cost for 16ga doors and 16ga frames including all hardware and installation	\$			
9		All door Hardware and door closures listed in specifications(section 4 - items 3 and 4)	\$			
10		Installation labour cost (including painting)	\$			

	Additional work outside scope labour rate	Rate
1	Labour rate per hour	

Submitted on behalf of:

Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

City & Postal Code: _____

Email Address: _____

Signature: _____

Name & Title: _____

Request for Quotation Terms and Condition

1. This Request for Quotation (RFQ) should not be interpreted as an agreement to purchase goods or services. The Sunshine Coast Regional District's (the "Regional District") intent is to select the bid(s) representing, in its sole discretion, best value to the Regional District. It will not be bound to accept the lowest or any bid and reserves the right in its sole and absolute discretion to reject, in whole or in part, any bid, or to cancel the RFQ in its entirety. The Regional District will not be obligated in any manner to any bidder submitting a quotation whatsoever until the bid has been accepted by the Regional District, in which case the Purchase Order Terms and Conditions, the terms of this RFQ and the terms of the quotation shall constitute the contract between the Regional District and the successful bidder.
2. It is the responsibility of the bidder to ensure that the quotation arrives prior to the date and time and at the place indicated. The Regional District reserves the right at its sole discretion to accept or reject any responses received after this time. From time to time the Regional District's spam filters block legitimate email. The Regional District cannot accept responsibility for delivery/receipt of email so please follow up if you do not receive a response.
3. Quotations shall be based on the specifications. Equivalent alternatives to products specified may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The Regional District reserves the right to determine, at its sole discretion, whether the alternatives are equal to products specified.
4. Quotations should be in Canadian funds.
5. Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the account payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.
6. The Regional District and its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFQ or response to bidder questions. While the Regional District and/or its employees and agents have made efforts to ensure an accurate representation of information in this RFQ, the information contained in or provided with the RFQ, is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Regional District and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Bidders should not rely exclusively on any information provided in or with this RFQ and should independently verify all such information. Nothing in this RFQ is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFQ. Proponents will be solely responsible to ensure their quotation meets all requirements of the RFQ, to advise the Regional District immediately of any apparent discrepancies or errors in the RFQ, and to request clarification if in doubt concerning the meaning or intent of anything in the RFQ.
7. Any questions should be submitted in writing to the contact identified herein. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion. Information obtained from any other source is not official and should not be relied upon. Should a correction be necessary or should additional information become available during the RFQ process, it may be distributed in the form of an addendum posted on BC Bid. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by The Regional District.
8. If a bidder discovers that it has made an error in its quotation, the bidder may forward a correction notice to the Regional District, but it must be received prior to the closing date and time for the RFQ. Unless otherwise specified, quotations will be open for acceptance for 90 days after the closing date.
9. Quotations that contain qualifying conditions or otherwise fail to conform to the RFQ terms may be rejected. The Regional District retains the right to waive irregularities in the quotation if it deems such irregularities to be of a minor or technical nature. The Regional District retains the sole right to determine which quotation, if any, best meets its needs. The Regional District reserves the right to issue multiple Purchase Orders, i.e., to more than one bidder, should it deem this to be in the best interest of the Regional District.
10. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the RFQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
11. Notwithstanding the previous paragraphs, if it appears an error has been made in a quotation, the Regional District may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this RFQ.
12. The Regional District reserves the right to award this order in part or in full, on the basis of quotations received.
13. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.
14. Bidders should use the unit of measure shown in the RFQ. Where conversions are required, these should be done by the bidder prior to submitting quotation.
15. Bidders should refer to the RFQ number in all correspondence.
16. Bidders must comply with applicable laws. This RFQ will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this RFQ or any matters arising out of this RFQ.

Request for Quotation No 19 383: Gibsons District Aquatic Facility Exterior Door Replacement

17. Whenever the Contract or Purchase Order calls for any service to be performed, the Vendor 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.

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 Vendor must comply with all applicable laws and bylaws within the jurisdiction of the work. The Vendor 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.

18. Bidders' expenses:

- (a) It is a fundamental condition of this RFQ and the receipt and consideration of quotations by the Regional District that the Regional District, and its respective employees, consultants and agents, will not and shall not under any circumstances including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any bidder as a result of or related to any one or more of: the RFQ; the preparation, negotiation, acceptance or rejection of any conforming or non-conforming quotation; the rejection of any bidder; or the cancellation, suspension or termination of the RFQ process. By submitting a quotation each bidder shall be conclusively deemed to waive and release the Regional District and its employees, contractors, consultant and agents, from and against any and all such Claims.
- (b) By submitting a quotation the bidder agrees that it shall not claim damages for any matter arising out of this RFQ process or in preparing and submitting a quotation. The bidder further agrees to and hereby waives any claim for damages for loss of profit if the bidder is not selected by the Regional District.
- (c) In consideration of the Regional District considering a bidder's quotation, the bidder waives any right it may have to question or challenge the evaluation of its quotation or any other quotation and releases the Regional District from any Claims arising from the evaluation process or the failure of the Regional District to select that bidder's quotation.

All documents submitted in response to this RFQ shall become the property of the Regional District and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page