



Site Remediation Services for Triangle Road Property – Contract 4659P

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a Civil Engineering Consultant (the “Contractor”) to coordinate the investigation of and to provide remediation services for the property at 14960 Triangle Road (the “Site”). Such investigation and remediation services must meet the standards of the BC Ministry of Environment under the *Contaminated Sites Regulations*.
- 1.2 The objective of this Request for Proposal is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent submissions will form the basis for evaluation, interview and selection.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
- a) “BC Bid” means the electronic tender notification service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;
 - b) “Certificate of Compliance” means a means a certificate of compliance under section 53 of the Environmental Management Act.
 - c) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - d) “City” means the municipal corporation, generally known as the City of Richmond, British Columbia.
 - e) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this RFP;

- f) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
- g) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced by the purchase order issued to the Contractor by the City;
- h) “Contractor” means the Successful Proponent, individual, partnership, corporation or combination thereof, including joint venturers to this Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;
- i) “Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;
- j) “HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- k) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- l) “Project” means the scope of Work identified in sections 9 and 10 of this Request for Proposal;
- m) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- n) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- o) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;

- p) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- q) “Services” means the same as “Work”;
- r) “Site” means the property at 14960 Triangle Road at which the Work shall take place;
- s) “Successful Proponent” means the same as “Contractor” and
- t) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the requirements and terms and conditions of the Contract.

3. Submission Details

- 3.1 Three (3) copies of proposals marked “**Site Remediation Services for Triangle Road Property – Contract 4659P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00pm, local time on Friday, May 25th, 2012. Submissions received after this time will be returned to the sender.
- 3.2 The Proposal should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.3 Prices quoted shall be in Canadian currency and be exclusive of H.S.T.
- 3.4 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.5 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the Closing Time for receiving Proposals.
- 3.6 No Proposal shall be altered, amended, or withdrawn after the Closing Time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

- 3.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

4. Site Meeting

- 4.1 City Staff will hold a Site meeting for interested Proponents at 1:00 pm, local time on Wednesday, May 16th, 2012, where the site can be toured and the project discussed.
- 4.2 This meeting is not mandatory; however, Proponents are encouraged to attend this meeting as no others will be held by the City.
- 4.3 Any notes that result from this meeting may be published as an addendum per section 5.

5. Enquiries and Addenda

- 5.1 Clarification of terms and conditions of the Request for Proposal document and RFP process and all other inquiries shall be directed to:

Kerry Gillis
Buyer II, Contracting Specialist
E-mail: purchasing@richmond.ca
Purchasing Section, Business and Financial Service Department
City of Richmond

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as

written addenda by the City. It is the sole responsibility of the potential Proponents to the following websites to ensure that all available information has been received prior to submitting a proposal:

- a) City: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

- 5.4 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Thursday May 17th, 2012. The decision to issue or not issue an addendum is entirely at the sole discretion of the City. The City reserves the right not to respond to inquiries received after this deadline.
- 5.5 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

6. Terms of this Request for Proposal

- 6.1 Proposals shall be open for acceptance for sixty (60) days following the submission closing date.
- 6.2 The City, at its sole discretion, may award components of the scope of work to more than one Proponent.
- 6.3 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 6.4 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 6.5 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.
- 6.6 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered

advantageous to the City. Notwithstanding any other provision in this RFP document, the City has in its sole discretion, the unfettered right to:

- a) accept any Proposal;
- b) reject any Proposal;
- c) reject all Proposals;
- d) accept a Proposal which is not the lowest cost Proposal;
- e) accept a Proposal that deviates from the requirements, specifications, scope of work or the terms and conditions specified in this Proposal;
- f) reject a Proposal even if it is the only Proposal received by the City;
- g) accept all or any part of a Proposal; and
- h) award all or any part of the Work to one or multiple Proponents.

6.7 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

6.8 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.

6.9 The City may waive any non-compliance with the RFP, specifications, or any conditions of the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

6.10 Proposals may be shared with the seller of the Site. Otherwise, all Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia, per section 25 of this RFP.

7. Negotiations

- 7.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City.
- 7.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

8. Project Background

- 8.1 The City is owner of the Site. The 2.7 hectare property is zoned for industrial use, but the City may wish to re-purpose all or part of the Site, possibly including utilizing part of the land for Urban Park use. The Site has a history of Schedule 2 use, and several Areas of Environmental Concern (“AEC”) were identified during preliminary investigation of the Site. The City would like to secure a Certificate of Compliance (“CofC”) for the Site, to facilitate potential future land-use changes or development.
- 8.2 The site is currently unused and contains no buildings or other improvements. Prior to the City’s purchase of the Site, the Schedule 2 Activities identified on the site include:
- a) Handling and management of large quantities of Fraser River dredgate, destined for fill or pre-load operations. Dredgate was moved both on trucks and as slurry through pipes to the site from an adjacent waterfront;
 - b) Soil storage and blending, including the use of soil of unknown quality;

- c) Storage of diesel fuel and waste oil for the purposes of maintenance of onsite earthmoving equipment.
- 8.3 The Site is located in south Richmond, and is accessible by paved road. The Site is essentially flat, save for the large soil stockpile and residual piles of Fraser River dredgate. The site is a few metres above the elevation of the Fraser River, and separated from the River by about 100m, including a dike, which has an elevation of approximately 4m above msl. Previous investigations have indicated soil conditions are between 2-4m of sandy fill on top of silty, peat-rich native soils of unknown depth. Shallow groundwater was generally encountered in the shallow fill layer.
- 8.4 As is common on Lulu Island, groundwater is generally shallow and stagnant. Due at least partially to the lack of gradient to force flow and the abundance of peat soils, groundwater is generally low in oxygen and high in dissolved iron, invariably exceeding the drinking water standards under the CSR for dissolved metals.
- 8.5 The Site is proximate to the tidal estuary of the Fraser River, and may be influenced both by tidal and river stage changes, and by saline wedge intrusion and fossil saline groundwater related to marine and estuarine silt soils.
- 8.6 Some investigations have been conducted on the Site. During such investigations, the following AEC were identified by Golder Associates Ltd. (see also section 11.1a):
- a) Diesel and waste oil ASTs. ASTs were removed from the site, and some stained soils were excavated and removed. No soil exceedences were observed, but subsequent groundwater investigation discovered local LEPHw and Naphthalene exceeding the CSR Aquatic Life standard. This AEC is delineated on-Site, but may extend off-site to the adjacent property.
- b) Imported Soil Stockpile. Extensive testing of a large pile of imported soils indicated several samples contained concentrations of arsenic exceeding the CSR standards for residential and industrial land use. No exceedences for arsenic were found in groundwater samples collected from the Site.
- c) Fraser River Dredgate. Much of the Site is currently or was previously covered with dredgate from the estuarine parts of the Fraser River. Some soil grab samples were found to exceed potentially applicable standards for chloride and/or sodium ions.

These correlated with groundwater concentrations of sodium and/or chloride that exceed the Drinking Water standards. There is also common site-wide groundwater concentrations of iron and manganese which exceed drinking water standards.

- 8.7 More information will be provided in an addendum which will be issued before the Closing Time.
- 8.8 The City has set aside funds and set a schedule for the completion of remediation on the site, with the goal of attaining a Certificate of Compliance. (“CofC”). Since the future use of the site has not been determined, the City will make appropriate decisions regarding the type of Ministry instrument received based on cost-benefit analysis once a Remedial Action Plan is developed.

9. Project Scope of Work

- 9.1 The City is seeking a Contractor who will coordinate the investigation of and provide remediation services for the Site. Such investigation and remediation services must meet the standards of the BC Ministry of Environment under the *Contaminated Sites Regulations*.
- 9.2 This will include the completion of a detailed site investigation, the development of a Remedial Action Plan, and completion of the remedial work required that is necessary to achieve a CofC for the Site. The Contractor will also prepare and process the application to the Ministry of Environment for a CofC to a standard that will allow maximum flexibility in the re-purposing of the Site.

10. Contractor Duties

The Contractor shall dedicate an experienced and efficient team capable of undertaking the necessary project tasks that include, but are not limited to those set out in this section.

- 10.1 Complete a review of the existing documentation on the Site, including a Phase 1 and limited Phase 2 Environmental Site Assessment completed in March 2012.
- 10.2 Develop an investigation plan (PSI, DSI) that, in a timely and efficient manner, addresses any data gaps in the existing knowledge of Site conditions.

- 10.3 Complete the planned investigations (PSI, DSI), identifying any potentially unaddressed Areas of Potential Environmental Concern (APEC) or AEC, and assessing the scope and scale of each, with the goal of completing a Remedial Action Plan. Investigations to be completed at a standard that supports potential submittal to the Ministry of Environment as part of application for a Contaminated Sites Instrument.
- 10.4 Complete a Remedial Action Plan (“RAP”) to address any and all identified AEC, with a timeline to application for a Contaminated Sites Instrument. Details and scope of the RAP (i.e. active remediation, risk assessment, etc.) to be developed in consultation with City Staff to assure that available time and budget are balanced with City goal to provide the maximum flexibility for future site use. The City anticipates some combination of active remediation (metals-impacted soils) and risk assessment (salt-impacted soils), and will rely on the successful proponent to outline the strengths and weaknesses of various approaches to achieving an Instrument.
- 10.5 Complete remedial actions (excavation and management of contaminated soils, *in situ* treatment of soils or groundwater, ecological and/or human health risk assessment, etc.) necessary to satisfy the Ministry of Environment and support the acquisition of a Contaminated Sites Instrument that suits the City’s anticipated land use.
- 10.6 Manage and coordinate communications with the Ministry of Environment to assure full compliance with the Environmental Management Act and to facilitate application process for said Instrument.

11. City Provided Items

- 11.1 Below are examples of documents/information that will be made available to the Successful Proponent.
 - a) Phase I and Limited Phase II Environmental Site Assessment completed by Golder Associates Ltd. on March 27, 2012. Includes historic site data, drawings, borehole logs from eight (8) boreholes (six (6) completed as monitoring wells), and soils and groundwater analytic data collected in August and September, 2011.

12. Project Schedule

- 12.1 The Work is to be completed by November 30th, 2013. A draft Project schedule is to be submitted with the proposal outlining the major milestones and tasks, and final scheduling coordinated with City Staff as

major milestones (DSI, RAP, etc.) are reached. Application to the Ministry for a Contaminated Sites Instrument is required by the stated completion date.

13. Proposal Submission Requirements

Proposals should include, but not be limited to, the following sections:

13.1 Understanding of the Project

- a) The Contractor should outline an approach to the undertaking of the project reflecting a clear understanding of the scope of Work;
- b) The Contractor should demonstrate an understanding of the unique groundwater and soil conditions present at the Site, including the potential for elevated concentrations of metals in groundwater from natural sources, the potential impact of proximity to the Fraser River Estuary, and issues relating to the management of sodium and chloride as contaminants in soils and groundwater.
- c) The Contractor should demonstrate an understanding of the evolving CSR process, and an ability to apply creative solutions towards fulfilling Ministry requirements for a Contaminated Sites Instrument.

13.2 Methodology

- a) The Contractor will outline a methodology for each step of investigation that is consistent with Industry Practice and will lead to timely submission of Reports to the Ministry of Environment;
- b) All works will be completed in compliance with the Environmental Management Act, and all reporting must contain sufficient information and meet the QA/QC standards to support submission to the Ministry of Environment for review under the Contaminated Sites Program.

13.3 Schedule

- a) The Work should be completed by November 30th, 2013. If in the Proponent's opinion more time is required to achieve the specified objectives, this should be clearly indicated in the Proposal.

- b) The Proponent should provide a preliminary schedule for all services to be provided and a summary of levels of effort of personnel, their rates, hours, and costs for each stage of the project.
- c) A statement of commitment to undertake the project and provide the staff with the necessary experience on time and on budget shall be included.

13.4 Company Experience

- a) The Proponent should describe the company involvement and relevant experience in similar projects and provide the list of projects completed in the past five years.

13.5 Project Team

The Proponent shall list the personnel and the related task(s) they will be completing, and provide resumes of previous experience for each of them, as well as a schedule of their hourly fees. including but not limited to:

- a) Project Manager, responsible for coordination of other staff, communications with the City, and management of the budget;
- b) Project Engineer/Scientist, responsible for oversight of the technical aspects of the field work and data management and on-site Health and Safety;
- c) Hydrogeologist, responsible for evaluation and interpretation of groundwater data, and providing framework for contaminate migration and fate analysis within the hydrostratigraphy (if applicable);
- d) Risk Assessor(s), responsible for designing data collection to support risk assessment and completing the Risk Assessment Reporting (if required);
- e) Field Staff, responsible for day-to-day field operations, sample and data collection, and day-to-day reporting of field activities;
- f) A list of any sub-contractors with brief resume of relevant experience must be included.

The Proponent should also provide a minimum of three (3) client references from projects of a similar size and scope undertaken by key members of the project team.

Members of the Project Team may only be replaced with staff of similar experience at the same hourly rate for the position, and only after mutual, written agreement of the City and the Contractor.

13.6 Fees

- a) The proposal shall include a summary of fees to provide the required services based on hourly rates for staff assigned to the project, broken down by the different phases of the work for each investigation and reporting deadline.
- b) The Proponent will provide time-and-effort summaries at each monthly invoice period, compared to budgeted time and effort allowances.
- c) The Proposal shall include a maximum fee (upset price) for all services. All proposed fees shall be valid for a minimum of one calendar year.

14. Evaluation of Proposals

- 14.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 14.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 14.3 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) Understanding of project objectives/outcomes and vision;
 - b) Project Methodology, technical information and support services;
 - a) Capacity – company reputation and resources; experience and qualifications of those staff to be assigned to the Project, including sub-Contractors.

- b) Project Deliverables/Schedule;
 - c) Value for money and
 - d) References.
- 14.4 Proponents may be scheduled for an interview at the discretion of the City.
- 14.5 Prior to Contract award, the Proponent may be required to demonstrate financial stability. Should the City so request, the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 14.6 Preference may be given to Proposals offering innovative concepts and environmentally beneficial products or services.
- 14.7 All sub-Contractors of the Proponent will be subject to the same evaluation process. It is the responsibility of the Proponent to guarantee that all its sub-Contractors will comply with all the Requirements and terms and conditions set out herein.
- 14.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

15. RFP Process

- 15.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
 - b) accept a Proposal which is not the lowest cost Proposal;
 - c) accept all or any part of a Proposal;

- d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the City;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

15.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

16. Negotiations

16.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- c) specific contract details as deemed reasonable for negotiation by the City.

16.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

17. Working Agreement

17.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this Request for Proposal and the Successful Proponent's Submission and any negotiated modifications thereto.

18. Award of Contract

18.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

18.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.

18.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions;

- b) Or any mutually agreed to amendments between the Proponent and the City;
 - c) The Proposal; and
 - d) The RFP and any subsequent addenda.
- 18.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 18.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

19. Publication of the Results of the Request for Proposal

- 19.1 The City will publish the name of the successful Proponent on the websites listed in section 5.4. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

20. General Terms of this Request for Proposal

- 20.1 All Proposals shall be irrevocable and remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.
- 20.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 20.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 20.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

- 20.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 20.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 20.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 20.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 20.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.
- 21. Ownership of Proposals**
- 21.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.
- 22. Conflict of Interest**
- 22.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination

of any Contract with the City, in the City’s sole discretion, without further liability of notice.

- 22.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

23. Confidentiality

- 23.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 23.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

24. Information Disclaimer

- 24.1 The City and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 24.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 24.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 24.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

25. Freedom of Information and Protection of Privacy Act (BC)

- 25.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.