



Contract 4733P

Richmond Corporate Advertising Services (Newspaper)

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to contract for the placement of its general discretionary and statutory newspaper advertising for the calendar years 2013 to 2015 inclusive.
- 1.2 The objective of this request for proposal is to provide the City with a selection of options for the placement of this advertising. 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) “City’s Designated Representatives” means the City’s employees or representatives who are authorized 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;
 - b) “City” means the municipal corporation, generally known as the City of Richmond, British Columbia;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this Request For Proposal;
 - d) “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;
 - e) “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;
 - f) “H.S.T.” 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;

- g) “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;
- h) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- i) “Proponent” means a company, individual, partnership, corporation or combination thereof, including joint venturers, that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- j) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- k) “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 that the Successful Proponent must provide;
- l) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- m) “Services” means the same as “Work”;
- n) “Successful Proponent” means the same as “Vendor”;
- o) “Vendor” means the Successful Proponent – a company, 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 and
- p) “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. Proposal Submission Details

- 3.1 One (1) hard copy, plus one electronic copy (on a CD ROM or memory stick) of Proposals marked “Contract 4733P - Request for Proposal for Corporate Advertising Services (Newspaper)” and 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 3:00 pm, local time on October 15, 2012. Submissions received after this time will be returned to the sender unopened.

- 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 include all freight, customs, duty and other extraordinary fees, but 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 Purchasing Section prior to the Closing Time.
- 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 by the City.
- 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. Enquiries and Addenda

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

Kerry Lynne Gillis
Buyer II, Contracting Specialist E-mail: purchasing@richmond.ca
Purchasing Section
City of Richmond
- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 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 Proponents to check 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>

- 4.4 The deadline for inquiries for this Request for Proposal is 3:00 p.m. local time on October 9th, 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.
- 4.5 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.

5. Project Background

- 5.1 The City advertises in community newspapers widely distributed within Richmond as a means of communicating with stakeholders. The City's local newspaper advertising is generally divided into two categories, discretionary and statutory advertising.
- 5.2 Currently, the City has two contracts for the placement of most of its discretionary and statutory advertising. The contract services and key City departments that will be covered under the new Contract are outlined in this section.

a) City Clerk's Office

Statutory advertising is placed through the City Clerk's Office, which includes monthly scheduled public hearing advertisements, which run in two consecutive issues and are usually full page or larger, as well as some additional advertising. The volume can fluctuate significantly due to changes in development activity. In addition, during municipal election years (including 2014) the City Clerk's Office conducts extensive newspaper advertising campaigns with both the primary and secondary Vendors.

b) Communications Office

The majority of the City's advertising appears as part of *Richmond City Page*, a regularly scheduled full-page advertisement that normally appears on a bi-weekly basis (with some schedule variations), coordinated through the City's Communications office. The Communications Office also places

additional full-page advertisements and additional stand-alone advertising on an as-needed basis.

c) Community Services

Additional discretionary advertising is placed through the City's Community Services Department in the form of scheduled full page and stand-alone advertisements and other discretionary advertising, as needed.

d) Oval Corporation

As a City subsidiary, the Richmond Olympic Oval Corporation also purchases space under the terms of the City contract. Such purchases will be determined on an as-needed basis over the duration of the Contract.

e) Other Divisions

The City also purchases advertising space for additional divisions. Subject to further discussion with the Successful Proponent(s), the City may elect to establish accounts for its other divisions.

6. Scope of Contract

- 6.1 The current contract for newspaper advertising expired on June 30th, 2012 and has been extended on a monthly basis. The City is now seeking proposals for the placement of its general discretionary and statutory newspaper advertising, through the end of 2015.
- 6.2 The City's preference is to maintain separate contracts with two Vendors for the bulk of its general discretionary and statutory newspaper advertising. One Vendor will provide the majority of these services as a primary Vendor while the other Vendor will provide the balance of these services as a secondary Vendor. The City proposes to provide the Vendors with a guaranteed minimum volume of advertising in return for firm contract rates and customer service guarantees.
- 6.3 The City, through its general and subsidiary accounts, will provide the primary Vendor with a minimum guarantee of the equivalent of ninety-six (96) pages in 2013 and 2015 and the equivalent of one hundred and eight (108) pages in 2014.
- 6.4 The City, through its general and subsidiary accounts, will provide the secondary Vendor with a minimum guarantee of the equivalent of twelve (12) pages in 2013 and 2015 and a minimum guarantee of the equivalent of twenty-four (24) pages in 2014.
- 6.5 Other City departments may place advertisements directly with either Vendor on an as-needed basis and shall receive from the Vendors the appropriate contract rates.

- 6.6 Occasionally, the City will publish advertisements in competitor newspapers at its discretion and as permitted by Council Policy 1016, *Corporate Advertising (Newspapers)*.
- 6.7 From time to time, the City may also do special advertising campaigns in support of special events or other programs and seek media sponsorships in support of these campaigns. At these times, the City may choose to solicit additional proposals from selected Vendors to become media sponsors. These agreements will be considered separate from the existing Vendor contracts; however they may integrate some contractual terms and count toward minimum purchase commitments.

7. Vendor Duties

The Successful Proponent(s) will perform the following Work under this contract:

- 7.1 Provide a local medium for the City's general discretionary and statutory advertising that satisfies the City's requirements for customer service, invoicing, placement and price.
- 7.2 Provide opportunities for partnerships with the City and other value-added benefits in conjunction with the advertising contract.
- 7.3 Provide production, as directed, of City advertising.
- 7.4 Provide billing and payment options (including electronic) that facilitate clarity of billing, ease of payment and reporting options.

8. City Provided Items

- 8.1 The City will supply the Successful Proponent(s) with available background material as requested, provided the information is not confidential.
- 8.2 The City will provide a provisional schedule at the beginning of each calendar year for its City Page and other regularly scheduled advertisements.
- 8.3 At the commencement of the contract, the City shall provide the Successful Proponent(s) with one or more general templates for City advertising along with design guidelines for all City advertisements.

9. Budget

- 9.1 The total value of the City's annual advertising in local newspapers is estimated at approximately two hundred thousand dollars (\$200,000.00) in Canadian funds.

10. Project Schedule

Release of Request for Proposal Document	September 27 th , 2012
Submission of Proposals	October 15 th , 2012
Review of Proposals by Committee	October 25 th , 2012
Vendor Interviews (if required)	November 2 nd , 2012
Vendor Selection	November 9 th , 2012
Contract Award	November 16 th , 2012

The above schedule may be changed at the sole discretion of the City.

11. Proposal Submissions

11.1 Proponents should provide in their Submissions:

SECTION A: Cover Letter

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the Services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

SECTION B: Table of Contents

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Proposed Services and Pricing

- a) Proponents should demonstrate here a clear understanding of the City's Requirements.
- b) Proposed services based upon selection as the:
 1. primary Vendor of general City discretionary and statutory advertising or
 2. secondary Vendor for discretionary and statutory advertising.
- c) Associated costs based on each of the scenarios, along with proposals for satisfying placement and colour requirements. Pricing should be provided for each of the following options and in accordance with the following:

1. pricing, if primary Vendor for general City discretionary and statutory advertising and
 2. pricing, if secondary Vendor for discretionary advertising.
- d) In addition, the City requires that Proponents provide:
1. Specific terms and proposed quotation rates for the following:
 - a. rate for first-run colour ads per page*; \$ _____
 - b. rate for second or additional run colour ads per page**. \$ _____
 - c. rate for first-run black and white (b&w) ads per page*; \$ _____
 - d. rate for second or additional run b&w ads per page**. \$ _____
- *The full-page price shall be the basis for determining the City's column-inch rate (full page price divided by column inches per page), which shall apply regardless of the size of the ads placed by the City.
- ** Ads running more than once and requiring no additional production work shall receive a reduced rate, regardless of size.
2. Colour rates:
 - a. Single spot colour \$ _____ per page
 - b. Two spot colour \$ _____ per page
 - c. Three spot colour \$ _____ per page
 - d. Full colour process \$ _____ per page
- e) Proposals and pricing for:
1. An ongoing advertisement opportunity on the front page of the newspaper and/or in other sections of the newspaper. This may include stand-alone ads in premium locations and/or sponsorship of ongoing advertising or editorial features.
 2. Ongoing advertisement opportunities on the newspaper's website.
 3. Full-colour newspaper wrap.
 4. A front-page takeover.
 5. Other unique advertising opportunities.

The above items are under consideration and it shall be at the City's discretion if they are included in any final contract. The proponent may wish to include all or some of the cost of the above items in a Value In Kind (VIK) package that is also requested as part of the proposal. The Value In Kind package should detail existing value-added services provided to the City, such as provision of VIK space for City initiatives and/or sponsorship of City events or programs, and proposals for the continuation of those partnerships and specific commitments or proposals to provide any additional value-added services.

- f) A rate card, or similar document, detailing ad specifications and other production requirements.
- g) A report detailing the Vendor's newspaper distribution within Richmond, including bulk, home and business distribution by geographic area (postal code area or other); including independent verification of distribution (Canadian Circulations Audit Board or other), information on distribution complaint records and processes, and performance guarantees.
- h) A report on readership figures for the newspaper.
- i) Statistics tracking consumer usage of the newspaper's website.
- j) A calendar of special supplements and/or other editorial and advertising special features planned for the coming year, with opportunities for City participation.
- k) A description of available billing systems and attendant payment methods for the City which may include electronic funds transfers or ghost cards.

12. Evaluation Criteria

- 12.1 Proposals shall be evaluated to determine the best value offered to the City against conformance to the criteria listed in this section.
- 12.2 Proposals must address these criteria as noted and should include a description of how the criteria would be incorporated into an agreement, along with any background information the Proponent considers necessary to support its proposal.
- 12.3 Pricing, as requested in section 11.1 *SECTION C: Proposed Services and Pricing*, will be an important consideration in the City's evaluation of the Proposals.
- 12.4 Placement
 - a) Placement is defined as guaranteed placement within the first ten (10) pages or other prominent page(s) for City Page or other full-page ads subject to space and colour limitations. Consistent placement of regularly scheduled

full pages on a designated page is preferred and would be considered favourably in the City's evaluation of Proposals.

12.5 Customer Service

- a) Customer Service includes past and future service levels to the City and takes into account the Proponent's ability to consistently provide high quality products and services, delivery and customer service. As part of Customer Service, proposals should also incorporate any new ideas, concepts and/or improved cost-effectiveness through value-added service that would assist in promoting the City.
- b) The evaluation of Customer Service includes the Proponent's corporate experience with municipal government and the City's customer satisfaction.
- c) Customer Service also includes an evaluation of the Proponent's performance and commitment to ongoing partnerships such as the sponsorship of City-organized community events through the provision of advertising and editorial space; and support of ongoing editorial features in partnership with the City. New initiatives that improve service delivery will also be considered as key components of the level of service.
- d) Overall readership and circulation of the newspaper based on formal research results. This includes ability to provide acceptable distribution in all parts of Richmond and service guarantees.
- e) Layout/Design relates to the basic ad layout that adheres to the City's graphics standards and design assistance/enhancements provided by the Newspaper at no cost to the City for ads submitted. This includes ability to meet the City's font and colour specifications and efficiency and consistency in adhering to City design standards, minimizing proofing and providing quick turnaround on proofs.
- f) Proposals may include:
 1. Fixed and/or open commitments in terms of providing free advertising space to be used by the City for its own promotional objectives, in the form of advertising and/or editorial features and a process for the allocation of that space.
 2. A process to ensure that any value-added services to the City provided by the Vendor are awarded in a coordinated fashion.
 3. Commitments to partner with the City's affiliates, including community associations etc.

4. A commitment to partner with the City in the development of specific special supplements and other features in support of the City's objectives.

12.6 Invoicing

- a) An invoicing system that is robust and offers the City billing and payment options (including electronic) with an emphasis on ease of use and reporting.
- b) An invoicing system that identifies costs for all distinct ads and invoices separately for all distinct ads placed by the City.
- c) An invoicing system that establishes separate accounts for the key City departments covered by this contract, which are:
 1. Clerks Department,
 2. Communications,
 3. Community Services,
 4. Elections,
 5. Oval Corporation and
 6. Other Divisions as required
- d) The invoicing system must also ensure that invoices are identified with the appropriate City purchase orders and that they are billed and forwarded to the correct department. Invoices sent to the wrong City department will be returned to the Vendor without payment.
- e) The invoicing system must provide prompt billing for all advertisements within an agreed upon timeline.

13. Evaluation of Proposals

- 13.1 The City will review the Proposals submitted to determine whether, in the City's sole discretion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 13.2 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.

- 13.3 Proposals will be evaluated on the overall best value in accordance with the criteria outlined in section 12.
- 13.4 Proponents may be scheduled for an interview at the discretion of the City.
- 13.5 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.
- 13.6 Preference may be given to Proposals offering innovative concepts and environmentally beneficial products or services.
- 13.7 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.
- 13.8 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.

14. RFP Process

- 14.1 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 contain erasures or alterations of any kind, or
 - m) split the Requirements between one or more Proponents.
- 14.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a proposal by any Proponent in response to an RFP 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.
- 14.3 It is expressly understood by the parties that the quantities as indicated in this RFP are not binding until such time approval of contract award is confirmed by the City.

15. Negotiations

- 15.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations may 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.
- 15.2 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.

16. Working Agreement

16.1 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.

17. Award of Contract

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

17.2 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.

17.3 The Contract, 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 Contract, mutually agreed and signed between the parties;
- b) The City's purchase order including the standard purchase order terms and conditions;
- c) Any mutually-agreed amendments between the Proponent and the City;
- d) The Proposal; and
- e) The RFP and any subsequent addenda.

17.4 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.

17.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

18. Publication of the Results of the Request for Proposal

- 18.1 The City will publish the name of the successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

19. General Terms of this Request for Proposal

- 19.1 All Proposals shall remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

20. Ownership of Proposals

- 20.1 All Proposals submitted to the City, other than any Proposal withdrawn prior to or submitted after the Closing Time, shall become the property of City and will not be returned to Proponents.

21. Conflict of Interest

- 21.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials, Designated Representatives, officers, directors or employees. The City may rely on such disclosure and 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 elected or appointed official, Designated Representative, officer, director or employee 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.
- 21.2 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 or appointed official, Designated Representative, officer, director or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

22. Confidentiality

- 22.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 22.2 Proponents agree that this obligation of confidentiality will survive the RFP process and the termination of the Contract between the Contractor and the City.

23. Information Disclaimer

- 23.1 The City, including its elected or appointed officials, Designated Representatives 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.
- 23.2 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.

23.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its elected or appointed officials, Designated Representatives 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.

23.4 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.

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

24.1 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.