



Contract 4755P

Architectural Services for the Hamilton Child Care Centre Project

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a project team to provide architectural engineering, and landscape design services from schematic design through construction for the proposed Hamilton Child Care Centre Project.
- 1.2 The objective of this Request for Proposal (“RFP”) 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, potential 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 in writing to deal with the Project Team 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 in British Columbia, Canada;
 - 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 Project Team’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 Project Team as resulting from this Request for Proposal, executed by the City and the Project Team and evidenced

- 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) “Project Team” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract under this RFP and who enters into a written Agreement with the City to perform and to oversee the Work;
- j) “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;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- l) “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;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- n) “Services” means the same as “Work”;
- o) “Successful Proponent” means the same as “Project Team” 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. Submission Details

- 3.1 One (1) hard copy, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**Contract 4755P - Request for Proposal for Architectural Services for the Hamilton Child Care Centre Project**” 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 November 28th, 2012. Submissions received after this time will be returned to the sender unopened.
- 3.2 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.3 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.
- 3.4 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 3.5 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.
- 3.6 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:

Sharon Bentley,
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 the potential 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 decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5** The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Wednesday, November 14th, 2012. The City reserves the right not to respond to inquiries received after this deadline.
- 4.6** 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** Property in the Hamilton area (23591 Westminster Hwy), located in the City of Richmond was rezoned for a Translink bus maintenance facility. As a condition of rezoning, the developer of the facility has granted to the City land for its purposes. The City is proposing a child care facility (the "Centre") to be constructed on the site. The proposed facility is a 3,400 square foot building, outdoor play area and parking lot.
- 5.2** The City has determined that there are a number of challenges with this site including soil conditions, site servicing, site access and raising the grade to ensure flood construction elevations are met.
- 5.3** The concept plan for a modular building was completed in April 2012, property has been rezoned, the building site has been determined and site preload is underway.
- 5.4** Given the size of building, the budget and site constraints, the City has determined the most cost effective method of construction is sectional prefabricated building.
- 5.5** The total project budget, including soft costs and contingencies is \$2M of which \$1,110,000 is allocated to construction of the building.

6. Project Objectives

- 6.1 To engage a Project Team to provide architectural, mechanical, structural, civil, electrical and landscape services for the project from schematic design through construction and warranty of the Hamilton Child Care Centre.

7. Scope of Work and Requirements

- 7.1 The Project Team's scope of service for the Hamilton Child Care Centre will be as outlined in the Canadian Standard Form of Contract for Architectural Services, Document 6, latest version. The Project Team will provide services for the design and construction of 3,400 square foot modular building, a play area and parking lot for a licensed Child Care.
- 7.2 Please see Report to Committee attached for information on Application by City of Richmond for Rezoning at 23591 Westminster Hwy. from single Detached (RS1/F) to School & Intuitional Use (SI).

8. Deliverables

- 8.1 The Project Team will be responsible to provide complete architectural, engineering, and landscape design services for the Hamilton Child Care Centre as per the Contract including:
- a) General services to include engagement of Architectural, Structural, Mechanical, Electrical Engineering services, Code Consulting services and Landscape Architect services.
 - b) Coordination of the Project Team from Schematic Design, Construction Document, bid, construction and warranty phases of the project.
 - c) Review and comment on the client's construction budget in relation to the client's program of requirements.
 - d) Provide a Schematic Design for client's review and approval.
 - e) Review applicable statutes and codes, assist the client in obtaining approval of authorities if necessary.
 - f) Provide Design Development documents for review and approval.
 - g) In bid and negotiation phase, assist client with documentation for alternative, unit and itemized prices. Prepare Addenda, revise documents to incorporate into Addenda and review bids.

- h) In construction phase, review construction schedule, schedule of values, issue supplemental details, instructions and RFI's as required, prepare change notices, orders and directives, evaluate Project Team's substitutions, evaluate claims and provide record drawings.
- i) Contact administration responsibilities include presiding over site meetings, provide field reviews, contract document interpretation, provide payment and substantial completion certification.
- j) Post construction services include conducting systems demonstration, review of manuals from Project Team, coordinate maintenance instructions and perform a 12 month warranty review.

Note: All project drawings and details will be will be AutoCAD document files formatted according to City size and drafting standards as directed by the City.

9. Project Schedule

- 9.1 The project schedule is provided in the table below including key dates and associated milestones. All dates are in the year 2012, unless otherwise indicated. Note that these dates are subject to change at the sole discretion of the City.

Date:	Milestone
November 28/12	RFP Closes
December 7/12	Contract Awarded
December 11/12	Project Start-up Meeting & Site Visit
January 31/13	Schematic Design Complete
March 31/13	Design Development Complete
April 30/13	Tender Issued
May 17/13	Tender Closes
May 31/13	Contract for Construction Issued

- 9.2 Proponents should include a project schedule in their Proposals.

10. Budget

- 10.1 The total project budget, including soft costs and contingencies is \$2M of which \$1,110,000 is allocated to construction of the building.

11. City Provided Items

- 11.1 The City will provide the following items to the Successful Proponent:

- a) Relevant background materials, planning documents and detailed site information.
- b) Meeting space and coordinate staff participation.
- c) Timely review of submissions.
- d) Coordination of optional consultation.
- e) Preparation of staff reports to Committee/Council.

11.2 Any expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

12. Submission Format

12.1 All Proponents should provide the following information with their Submissions and in the order that follows:

SECTION A: Cover Letter

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the goods and 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: Experience, Reputation, Capacity, Project Team Composition and Resources

- a) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.

- b) Provide sufficient information about the proposed Project Team that includes, but is not limited to the following:

Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers for the Project Team lead.
- ii. A detailed corporate profile of each of the proposed Project Team's entities.
- iii. A detailed listing, with descriptions, of successfully completed projects that demonstrate the proposed Project Team's experience with providing the types of services required by this RFP;
- iv. Detailed information of the proposed Project Team's years of relevant experience in providing the services required by this RFP;
- v. Proposed Project Team's composition – provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
 1. A list of all personnel assigned to this project:
 - a. A brief resume identifying each of the key team member's qualifications and experience.
 - b. number of years each key team member has worked for the company and specific projects worked on.
 2. A description of available support staff resources.
 3. Confirmation of the availability of the key team members during the required time frame.
- vi. **Note:**
 1. **The City will not allow substitutions or any changes to the Proponent's proposed Project Team after the closing date and time of the RFP.**

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their proposed Project Team's experience, capacity and resources which they feel would be informative and beneficial to the City.

Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent's proposed Project Team

has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

SECTION D: TECHNICAL INFORMATION

- a) A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project, the City's Requirements, Project deliverables and how these will be achieved by the Proponent's methodology;
- b) A Project schedule that includes planning and construction milestones.

SECTION E: FEES

- a) In this section Proponents should provide pricing, payment options and cost saving strategies to the City, including:
 - i. Fixed Fee schedule.
 - ii. Hourly Fee Schedule including charge out rates and level of effort for each proposed team member and disbursements.
- b) Confirm that all invoices are to be paid in Canadian Funds;
- c) Provide all payment terms and options available and any cost saving strategies that will benefit the City.
- d) Note that all fees should be expressed exclusive of H.S.T.

Section E: Fee Schedule

1. **Fixed Fee.** Provide a Fixed Fee breakdown in accordance with the following:

	FIXED FEE
Landscape Architect:	
Schematic Design	
Design Development	
Construction Documents	
Contract Administration	
Post Construction	
Sub-total	
Architectural:	
Schematic Design	
Design Development	
Construction Documents	
Contract Administration	
Post Construction	
Sub-total	
Engineering: Structural, Civil, Mechanical & Electrical	
Schematic Design	
Design Development	
Construction Documents	
Contract Administration	
Post Construction	
Sub-total	
Other:	
Code Consultant	
Sub-total	
FIXED FEE TOTAL	
Estimate on Disbursements	
Overhead on Disbursements	
TOTAL	

Section E: Fee Schedule

2. Hourly Fee. Provide a hourly fee breakdown in accordance with the following:

Consultant	Principal, Project Lead, Office Support etc.	Hourly Rate
Landscape Architect		
Architect		
Engineers		
Structural		
Civil		
Mechanical		
Electrical		
Other:		
Code Compliance		

Note:

- 1. Cost Consultant will be retained by the City.
- 2. Geo-technical Engineer will be retained by the City.

SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE

- a) In this section Proponents should provide:
- i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
 - ii. Confirmation of Required Insurance (See section 13 and 14)
http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf
 - iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

SECTION G: CONTRACT TERMS

- a) In this section Proponents should provide:
- i. Proponents are to use this section to list their contract terms. These terms will be reviewed and at City's sole discretion, may be accepted subject to negotiation, or rejected. The City will not be obligated for any reason to accept or negotiate any of the Proponent's terms.
 - ii. Proponents may submit a copy of their standard or prototype agreement with their Proposal for reference purposes and consideration.
 - iii. Proponents may list separately any contractual terms which should be included as part of the Agreement if awarded to the Proponent and which would be a condition to acceptance of its Proposal.

13. Evaluation of Proposals

- 13.1** 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.
- 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 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) Quality of methodology (including time and resource impact to City staff.
- c) Capacity of the firm to complete the Strategy, company reputation and resources; experience and qualifications of those staff to be assigned to the Services. In addition, the City will place consideration on the Proponent's:
 - i. Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Strategy and
 - ii. Ability to communicate and work effectively with the City. Communication plan with the city.
- d) Schedule and strategy for sequencing of the Work;
- e) Fee allocation to tasks and value for money;

13.4 Proponents may be scheduled for interviews at the discretion of the City.

13.5 Reference checks may also be conducted by the City.

13.6 Prior to Contract award, the Proponent may be required to demonstrate financial stability 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.

13.7 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.

13.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements 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 their 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 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 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.

15. Negotiations

- 15.1** 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.
- 15.2** If a written contract cannot be negotiated within thirty (30) 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 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 Project Team 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.

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 be irrevocable and 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, 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.

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 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.
- 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 official 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** The Project Team agrees that this obligation of confidentiality will survive the termination of the Contract between the Project Team and the City.

23. No lobbying

- 23.1** From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, contractors, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 4.1.

24. Information Disclaimer

- 24.1** The City, including its 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.
- 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, its 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.
- 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 consultants to protect all personal information acquired from the City in the course of providing any service to the City.