



Interior Health

Request for Proposal

Mental Health and Addictions
Mental Health Advocate
South Okanagan/Similkameen

RFP Number: 06-07 002 - Amend #1

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Closing Date: June 8, 2006

Closing Time: 14:00 Pacific Time

Contact: Sylvia Weir
Director, Strategic Business Development
Sylvia.Weir@interiorhealth.ca

Closing Location: Strategic Business Development
Interior Health Authority
1440 14th Avenue
Vernon, BC V1B 2T1

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1 - EXECUTIVE SUMMARY

1.1 INTERIOR HEALTH AUTHORITY

Interior Health is one of five health Authorities in British Columbia and is divided into four Health Service Areas: Okanagan, Thompson-Cariboo-Shuswap, East Kootenay and Kootenay Boundary. Interior Health (the Authority) operates acute care, extended care and intermediate care facilities, and provides health care through major programs such as Community Care, Public Health and Mental Health and Addictions. The Region provides a wide range of medical, ambulatory care and paramedical services at its acute care sites.

Please refer to Interior Health website www.interiorhealth.ca for additional details.

1.2 SUMMARY OF REQUIREMENT

Interior Health requires a qualified Mental Health Advocate to provide individual and systemic Advocacy for persons with a mental illness who live in South Okanagan/Similkameen Communities. The Contract would provide approximately fifteen (15) hours of Advocacy per week. Individual Advocacy involves working with an individual to ensure his/her rights are respected and subsequent needs are met. Systemic Advocacy involves influencing various groups to bring about changes for the benefit of groups of people.

2 - TERMINOLOGY

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

Advocacy – is the act of speaking in support of human concerns or needs. When people have their own voice, Advocacy means making sure they are heard; when they have difficulty in speaking, it means providing help; where they have no voice, it means speaking for them. Advocacy also involves influencing certain groups in order to bring about changes which benefit groups of individuals.

Advocacy Program (Program) – is the Program which addresses Advocacy concerns through the Mental Health Advocate;

Authority – the Interior Health Authority;

Community(ies) - refers to both society in general, and the distinct cities, villages, townships and neighbourhoods where people, under a local government structure, come together and establish a common identity, develop shared interests and share resources;

Client(s) – persons receiving Services under the Contract;

Consumer/Survivor - is a person with direct and personal experience of a mental health issue and who has used or is using the resources available through the private or public mental health system;

Contract – the agreement resulting from this RFP executed by Interior Health and the successful Proponent, and will consist of the RFP and any addendums and amendments, the Proponent's response, documents containing any additional terms or conditions clarified or mutually agreed to before awarding the Contract and written ratification of the Contract by Interior Health;

Contractor – the successful Proponent to this RFP who enters into a written agreement with the Authority;

Evaluation Committee – a committee comprised of members of the Authority assembled to complete the evaluation of the Proposals;

RFP – this Request for Proposal;

Mental Health Advocate – an individual who provides Services under the Advocacy Program;

Must or Mandatory – a requirement that must be met in order for a Proposal to receive consideration;

Proponent – an individual or a company that submits, or intends to submit, a Proposal in response to this RFP;

Proposal – the written submission by the Proponent in response to the RFP;

Services – means the Services referred to in Section 3 – Service Requirement; and

Should – a requirement having a significant degree of importance to the objectives of the RFP. The significance will be determined solely by the Authority.

3 - SERVICE REQUIREMENTS

3.1 PROGRAM SUMMARY

The Advocacy Program addresses power imbalances. Through Advocacy, people who feel they have been treated unfairly or that their rights and entitlements have been ignored, or who disagree with how programs and services have been delivered to them, are heard by those who have authority to make decisions. Sometimes, however, individual Advocacy is not enough. Action must occur at a political or societal level before changes benefiting individuals can occur. In addition to building self-esteem and empowerment, Advocacy is a right to which all people with a mental illness are entitled. The goal of the Mental Health Advocate is to enhance the quality of life and recovery of people with a mental illness through this Program.

3.2 TARGET POPULATION/AREA SERVED

This Program will be located in Penticton and will service South Okanagan Similkameen Communities and will primarily serve adults (men and women over the age of 19) who have a mental illness.

3.3 SERVICE DELIVERY PRINCIPLES

The fundamental principles which guide the Service development and delivery will be based upon, but not limited to, the following principles:

- Advocacy is everyone's responsibility; it is a right and an obligation.
- A commitment to Advocacy which is based on the belief in the dignity, worth and uniqueness of every individual and in his or her right to the best possible life, and on belief in the capacity of communities to care and respond.
- Tension, which is inevitable in the Advocacy process, can be reduced by creating, non-threatening environments in which individuals can safely express their opinions and concerns.
- The Advocacy process can be supported by making policies and procedures accessible, and by providing information about complaint and appeal processes and about alternative resources.
- Advocacy will achieve acceptance by being enshrined in the mandates of community organizations and agencies.
- Access to Advocacy training and education is essential to creating a climate in which Advocacy is welcomed in the community.

3.4 PROGRAM DELIVERY

3.4.1 Services

The Contractor will provide fifteen (15) hours per week of the following Advocacy Services:

- providing referral resources for individual Advocacy issues;
- supporting Clients in self-Advocacy, speaking for him/herself or speaking on behalf of the Client if s/he is unable to do so;
- provide self-advocacy skills;
- lobbying government agencies regarding systemic issues (which affect Clients);
- networking with other advocates, local, regional and provincial;

In addition, the Mental Health Advocate will be a member of local Mental Health Advisory Committee and the Regional Advocacy Committee.

3.4.2 Goals/Objectives/Deliverables

The major goals of the program are that Clients will:

- become empowered and gain self-esteem, thereby making them better able to assist in their own recovery;
- acquire self-advocacy skills;

- obtain necessary services (issues are resolved); and
- benefit from positive changes brought about through this systemic Advocacy.

3.4.3 Access

The Service is accessed directly by individuals with a mental illness.

3.4.4 Case Management

The Contractor will develop and implement service plans for Clients.

3.4.5 Authority's Role

The Authority will provide annualized funding of no more than \$15,840.

3.5 COMPLIANCE, PERFORMANCE AND REPORTING

3.5.1 Quality Assurance/Performance Measurement

The Proponent must provide a comprehensive quality assurance plan that:

- Obtains feedback from the participants, referral sources and community partners and follow-up as appropriate;
- Includes a performance measurement plan (such as program outcomes, Client satisfaction, milestone achievement); and
- Describes how performance measurement information will be provided to the Authority.

3.5.2 Reporting

- *Statistical*
Accurate, complete, and current records regarding assessment and participation in the program will be kept by the Contractor for each Client. Those records will include:
 - nature of request (e.g. legal, medical, social, housing)
 - actions taken
 - outcome or results
 - development of self-Advocacy skills among individuals accessing service
 - level of consumer satisfaction with Advocacy service.
- *Financial*
The Contractor will be required to provide semi-annual financial reports to the Authority.

3.6 INSURANCE REQUIREMENTS

- See Appendix 4 – Insurance Requirements

4 - SUBMISSION GUIDELINES

4.1 MANDATORY CRITERIA (PASS/FAIL)

To receive consideration the following mandatory criteria must be met.

4.1.1 Proposal Submission Deadline

Documents must be submitted:

- To the contact and location identified on the front cover of this document;
- By **14:00**;
- On **June 8, 2006**; and
- In a package which clearly identifies this RFP number (**06-07 002 - Amend #1**), and the Proponent's name.

4.1.2 Letter of Introduction

A Letter of Introduction must be submitted with each Proposal [see APPENDIX 1 - Letter of Introduction]. Each letter must be an original, signed by an officer or owner(s) of the Proponent and contain the following:

- The Proponent name and legal name of entity, contact details including address, telephone and fax numbers and email address;
- A statement that through submission of this Proposal all terms and conditions of the RFP have been agreed to by the Proponent;
- A statement that the Proponent agrees to be bound by the contents of the Proposal and to any agreement resulting from the Proposal; and
- A statement acknowledging that the applicant is authorized to commit the Proponent to all propositions made in the Proposal.

4.2 EVALUATION CRITERIA (PROPOSAL FORMAT)

The proposal should include the following information which will be evaluated. See also Sections 5.1 and 5.2.

4.2.1 Organization Profile

- *Organization Information*
 - Contact person, position, current telephone, fax and e-mail information;
 - A description of the organization (proprietary, partnership, not-for-profit society, etc), legal entities, registrations, charter number etc.;
 - Identification of any other name that the organization has operated under including when and why the organization name was changed; and
 - A list of parent or subsidiary corporations.

The Proponent is obligated to inform the Authority of any changes to key personnel, ownership, bonding capability, financial position, legal action or any other information which may affect its status with the Authority during the bidding or Contract periods within three days of the change.

- *History/Experience/Qualifications*

The Proposal should include a brief history of the organization including the number of years in business and number of years in business with the Authority. The history should include any agreements with the Authority or other bodies during the past 3 years, including those currently in effect.
- *References*

Three references should be included in the proposal. Any references that are included must have agreed to provide such a reference. Those selected should supply an objective opinion of the Proponent and not have conflicting interest in the outcome of the RFP. Contact information for

those who have agreed to act as references should also be included (name, designation, phone number and, if possible, e-mail address). The references should include:

- The referrer/referral agency of a current service provided by the proponent
- Family members of Clients, if applicable.
- Employer/Agency reference relevant to the proposed service

4.2.2 Program Delivery

- *Services*

The Proposal should outline the Services the Proponent intends to provide including details pertaining to understanding client population, service delivery principles, goals, case coordination and Program Services.

- *Education*

The Proposal should include the Contractor's professional development and education plans.

- *Principles, Philosophy and Guidelines*

The Proposal should:

- state the organization's philosophy, mission, values and beliefs with regard to the program and the provision of this program, and how they align with the Service Delivery Principles (See Section 3.3) and current best practice;
- describe the overall strategy for risk management during program delivery including identification and assessment of risk, the potential of risk occurrence and plans to mitigate each risk; and
- describe how outcomes will be measured.

4.2.3 Financial

Proposal should include an operating budget reflecting the Proponent's commitment to maintain a stable funding base and a cost-effective service (using the template in APPENDIX 2 - Operating Budget);

4.2.4 Value-Added Elements

The evaluation process will also take into consideration value-added features. The Proponent should outline elements that the organization would offer to residents, family, community and/or the Authority that:

- Are unique and makes the Proposal stand out;
- Are something not requested but offered as part of the Services;
- Are delivered at no extra cost to the Client or the Authority;
- Will provide research evidence regarding service improvement;
- Will enhance Client satisfaction and/or quality of living; and/or
- Will provide opportunity for growth and expansion of Services for Clients and the community.

5 - PROJECT EVALUATION AND IMPLEMENTATION

The following timetable outlines the anticipated schedule for the RFP and Contract process. The timing and sequence of events resulting from this RFP may vary and shall be determined by the Authority.

Event	Time / Date
RFP Invitation Issued	May 12, 2006
Proposal Due -Time - Date	14:00 June 8, 2006
Proposal Evaluation (including interviews with selected Proponents)	June 2006
Contract awarded	June 2006
Contract Term Start	July 2006

5.1 PROPOSAL DUE

The Proposal must contain a table of contents illustrating the page numbers of all major sections as well as identifying relevant appendices or attachments. Proposals are to be submitted with written information on 8 1/2" x 11" paper. Each page is to be numbered and clearly marked with the Proponent's name. The Proposal must be based on the structure outlined in the evaluation criteria using the following headings:

- Organization History
- Program Delivery
- Financial

Proponents must submit six identically printed copies of the Proposal and one identical copy in electronic format. If there is a discrepancy between the printed and electronic copies the printed copy will take precedence. The electronic copy must meet the following specifications:

- PDF format which can be read by Adobe Acrobat Reader Version 5.0 or newer (electronic copies of the Proposal sent by e-mail will not be accepted);
- PDF Page sizes must be the same as required for hard copy (see above); and
- Stored on one read only compact disk.

Proposals received after the due time and date will not be evaluated.

5.2 PROPOSAL EVALUATION

The evaluations will be conducted by the Evaluation Committee. Responses may not be evaluated if the Proponent's current or past corporate or other interests may, in the opinion of the Authority, give rise to a conflict of interest in connection with this RFP.

The committee will first review compliance with mandatory criteria and continue reviewing only those fully meeting these standards. Proposals will then be rated on the following criteria as outlined in this RFP.

Evaluation Criteria	Max Score
Mandatory Criteria	Pass/Fail
Organization Profile	12
Program Delivery	18
Financial	Pass/Fail
Total	30
Value Added Elements	6

The review will include the identification of key strengths and weaknesses in the Proposal to assist in future projects. Proponents will not be advised of comparative scoring information of other Proponents. This project is subject to the application of the *Freedom of Information and Protection of Privacy Act*. To fully evaluate the responses received, the Authority may, in its absolute discretion, request clarification of all, or a particular response. A request for clarification will not entitle a Proponent to make any changes.

The Authority may request a formal presentation by the Proponent to the Evaluation Committee. The format of the presentation will be at the discretion of the Authority.

5.3 CONTRACT AWARDED

Proponents will be notified in writing of the status of their responses within a reasonable period of time after award. Unsuccessful Proponents may request a debriefing from the Authority. The Authority may, at its absolute discretion, provide such a debriefing, at which time, the Authority may advise the Proponent, in a general manner, the reason for the non-acceptance of the Proponent's response.

5.4 CONTRACT TERM START

The contract start date is anticipated to be July 2006.

APPENDIX 1 - LETTER OF INTRODUCTION

Date: _____

Sample

Sylvia Weir,
Director, Strategic Business Development
Interior Health Authority
1440 14th Avenue
Vernon, BC
V1B 2T1

Re: Request for Proposals (RFP) Complex Residential Services

I, (name) am the (position) of (company or entity), the Proponent of the attached Proposal. I have the authority to submit this Proposal and bind and make representations for the Proponent. Through submission of this Proposal, we agree to all the terms and conditions of the RFP and we agree to be bound by statements and representations made in this Proposal.

We understand that our Proposal is subject to the *Freedom of Information and Protection of Privacy Act* under which applicants can request that provincially funded bodies, such as BC Housing, release information on the allocation of provincial program funds. Records can be withheld if their disclosure would be harmful to the business interests of the provincial body or the party with which it is doing business; however, in the case of a dispute, the final decision is made by the Information and Privacy Commissioner.

We certify that we do not have any actual or potential conflict of interest between our interests and the interests of the Authority under this Request for Proposals process and that there is no collusion or arrangement between the Proponent and other Proponents in connection with this Proposal. We acknowledge that if a conflict exists, the Authority may, at its sole and absolute discretion, withhold consideration of our Proposal.

We authorize and consent to the Authority receiving and exchanging with others, including credit bureaus, lenders, the references provided in the Proposal, and with other persons with whom we have had dealings, credit and other information about us. We understand that such information will be a factor in the decision of the Authority to enter into agreements for this RFP.

Proponent's legal name: _____

Authorized Officer: _____

Date: _____



APPENDIX 2 - OPERATING BUDGET

EXPENSES	Original Contract \$Amount	Total Contract \$Amount
Direct Services Costs:		
Direct Service - SALARIES	-	-
Direct Service - BENEFITS	-	-
Travel	-	-
Program Material	-	-
	-	-
	-	-
	-	-
Subtotal	\$ -	\$ -
Administration Costs:		
Admin/Clerical - SALARIES	-	-
Admin/Clerical - BENEFITS	-	-
Equipment Rental	-	-
	-	-
	-	-
	-	-
Subtotal	\$ -	\$ -
Occupancy Costs:		
	-	-
Rent/Utilities	-	-
	-	-
	-	-
	-	-
Subtotal	\$ -	\$ -
TOTAL Expenses	\$ -	\$ -
Less:		
TOTAL-Contract Amount		



APPENDIX 3 - INSURANCE REQUIREMENTS

1. The Authority will arrange and maintain Comprehensive General Liability insurance in the amount of **\$2,000,000.00** inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Authority as outlined in this Agreement.
2. The Contractor shall be responsible for and pay any deductible under the policy.
3. The Contractor will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Authority will take reasonable steps to ensure the coverage specified in Paragraph 1 is continuous for the duration of the Agreement but the Authority does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Authority does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
6. The Contractor shall obtain, maintain and pay for any additional insurance which he is required by law to carry or which a prudent businessperson in similar circumstances would obtain and maintain to cover risks not otherwise covered by insurance specified in Paragraph 1.
7. The Contractor will comply with the *Workers' Compensation Act* and in particular will obtain and maintain during the Term of this Agreement the necessary coverage for the Contractor's employees, and will, upon request by the Authority, provide particulars of such coverage.

APPENDIX 4 - GENERAL TERMS AND CONDITIONS

1. **Acceptance of Proposals** – This RFP must not be construed as an agreement to purchase goods or services and does not constitute an offer of any kind. The Authority is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the Evaluation Criteria. The Authority will be under no obligation to receive further information, whether written or oral, from any Proponent.

In order for the Authority to obtain the Proposal it deems most advantageous to it, the Authority reserves the right at its discretion to negotiate with any Proponent as it sees fit, or with one or more Proponent concurrently. In no event will the Authority be required to offer any modified terms to any other Proponent prior to entering into an Agreement. The Authority shall incur no liability to any Proponent as a result of such negotiations and modifications.

Neither acceptance of a Proposal nor execution of an Agreement will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2. **Advertisement** – The successful Proponent will not use the name of the Interior Health or any of the individual Hospital/Facility site names or any contents of this document in any advertising or publications without prior written consent from the Authority.
3. **Alternative Solutions** – If alternative solutions are offered, information Should be submitted in the same format, as a separate Proposal
4. **Amendments to RFP** – The Authority reserves the right to modify the terms of the RFP prior to the Proposal closing date at its sole discretion. The Authority also reserves the right to cancel the RFP at any time prior to entering into a Contract with the successful Proponent(s).

If a written addendum or amendment to the RFP is issued, such addendum or amendment must be incorporated in the RFP.

5. **Clarifications** – Every Proponent who submits a Proposal and who is invited to an interview will be required to provide a formal presentation to the Evaluation Committee.
6. **Collusion** – There shall be no collusion or arrangement between the Proponent and other Proponents in connection with this Proposal.
7. **Completeness of Proposal** – By submission of a Proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Proponent at no additional charge.
8. **Confidentiality of Information** – The Proponent shall treat all information that they become privy to as a result of this RFQ and the subsequent contract as confidential. The Authority is subject to the provisions of the *Freedom of Information and Protection of Privacy Act (the Act)*. Proprietary information can be protected under the Act (Section 21), which protects for *disclosure harmful to business interests of a third party*. All information contained in the submitted responses will be treated as confidential by the Authority and will not be disclosed to any third party except as required by law or by order of the Office of the British Columbia Information and Privacy Commissioner.
9. **Conflict of Interest** – Any Proponent, or their sub-contractor, whose interests may in the opinion of the authority, give rise to conflict of interest may be excluded from competition. Examples of this include but are not limited to:
 - An association or familial relationship with an employee or official of the authority which could place the employee in a conflict;
 - Involvement by a Proponent in requirements definition or in preparation of the RFP or Proposal;
 - Involvement by the Proponent in the evaluation of bids; or
 - Actions by the Proponent which would have the effect of constraining or limiting the ability of other Proponents to prepare and submit a Proposal.
10. **Currency and Taxes** – Prices quoted are to be in Canadian dollars, inclusive of PST and GST.
11. **Debriefing** – At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Authority. Requests for debriefing sessions must be made in writing to the RFP contact within five business days of receipt of their status notification. A debriefing meeting will be at the sole discretion of the Authority. Only the Proponent's submission will be reviewed.
12. **Dispute Process** – If a Proponent is not satisfied with the written response from the debriefing process and they wish further explanation or to initiate the dispute process, a request must be made in writing to the Director of Strategic Business Development Office within five business days of receiving the written response. All submissions must be dated and have an authorized signature. At this point in the process, the following must be provided:
 - Full contact information;
 - The nature of the complaint;
 - All background information relating to the complaint, including all relevant documents that substantiate the complaint; and
 - The outcome that the Proponent is seeking.

In the event that the dispute remains unresolved, unless the parties otherwise agree, it will be referred to and finally resolved by arbitration and will be conducted as follows: Disputes shall in the first instance be referred to non-binding mediation, through the use of a mutually agreeable dispute resolution process. If the dispute is not resolved by mediation then the parties shall refer the

dispute to arbitration, to a board of three arbitrators, one of whom will be appointed by each of the parties and the third, who will act as chairman, will be chosen by the first two named.

13. **Division of Contract Award** – The Authority reserves the right to divide the Contract between two or more bidders if applicable.
14. **Evaluation** – Evaluation of Proposals will be by a committee formed by the Authority. The evaluation committee will check Proposals against the evaluation criteria. Proposals not meeting the Mandatory Criteria will be rejected without further consideration. Proposals will be assessed and scored against the evaluation criteria.

Notwithstanding anything contained in the Authority's RFP or any custom or usage that might otherwise apply, the Authority will not be limited as to its criteria for evaluation of Proposals. The Authority may take into account additional criteria and considerations in order to obtain the most advantageous Proposal to the Authority and the evaluation process will be conducted solely at the discretion of the Authority.

15. **Firm Pricing** – Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.
16. **Governing Law** – Any Contract resulting from this RFP will be governed by and will be construed and interpreted by the laws and courts of the Province of British Columbia.
17. **In-house bids** – The Authority reserves the right to submit one or more proposals on its own behalf in response to this Request for Proposals. Any proposal or proposals submitted by Interior Health Authority shall be assessed by an independent evaluator in accordance with the criteria set out in this Request for Proposals and in objective comparison to any private sector proposal or proposals received. The submission of a successful proposal by Interior Health Authority shall give rise to no liability on the part of Interior Health Authority to any private sector proponent with respect to compensation for costs incurred by such proponent in the preparation of its proposal or otherwise.
18. **Irrevocability of Proposals** – By submission of a clear and detailed written notice, the Proponent may amend or withdraw its response prior to the closing date and time. Upon closing, all responses become irrevocable. By submission of a response, the Proponent agrees that should its response be successful, the Proponent will enter into negotiations and at the sole discretion of the Authority into a Contract with the Authority.

The Proponent will not change the wording of its Proposal unless requested by the Authority for purposes of clarification.

19. **Language** – The working language of the Province of British Columbia is English and all responses to this RFP must be in English.
20. **Late Proposals** – Proposals that are received after the closing date and time specified will not be opened nor accepted for consideration. The Proponent's unopened submission will be returned at the Proponent's expense with a non-compliance letter. If a situation arises that is not in the Proponent's control such as a Force Majeure incident, at its sole discretion the Authority will make an acceptance decision.
21. **Law and Regulations** – The Proponent shall comply with and, upon request of the Authority, furnish certificates of compliance with all applicable Provincial and Municipal laws and with all applicable rules, orders, regulations or requirements issued thereunder, and shall indemnify the Authority against any damages by reason of violations of this paragraph. Any Contract arising from this RFP will be governed in all respects by the laws of the Province of British Columbia.
22. **Liability for Errors** – While the Authority has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Authority, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Each Proponent acknowledges and agrees that the terms and conditions of this RFP will prevail over the Authority's Expression of Interest or any obligation on the Authority that might otherwise be implied.

23. **License and Registration** – All Proponents must be incorporated and have obtained licenses where required by legislation. Corporations submitting Proposals shall be registered in the Province of British Columbia.
24. **Mandatory Criteria** – The Authority at its sole discretion reserves the right to evaluate Proposals that may not meet the mandatory criteria.
25. **Modification of Terms** – The Authority reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.
26. **Negotiation Delay** – If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the Authority may at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with another Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.
27. **Non-compliance** – Submission of this Proposal shall be construed by the Authority to mean that the Proponent agrees to carry out all of the conditions set forth in this document that may be pertinent for each requirement. Any proposed variation from these conditions must be clearly identified. Provide any details of any non-compliance with the stated terms and conditions including an explanation of the concern and suggested alternative.
28. **Ownership of Proposals** – All documents, including Proposals, submitted to the Authority become the property of the Authority. They will be received and held in confidence by the Authority, subject to the provisions of the Freedom of Information and Protection of Privacy Act.
29. **Proponents' Expenses** – Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Authority, if any. If the Authority elects to reject all Proposals, the Authority will not be liable to

any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

30. **Proposal Validity** – Proposals will be open for acceptance for at least 90 days after the closing date.

31. **Rejection of Proposals** – Proposals which contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, the Authority may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming and may waive any irregularity, failure to comply or time stipulation required by these instructions.

If the Authority elects to reject all Proposals, the Authority will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

In requesting Proposals, the Authority is providing no assurance whatsoever to any Proponent that the terms of a previously submitted EOI are acceptable. The Authority will have no liability whatsoever to any Proponent whose Proposal is rejected on the basis of terms included both in a Proposal and a previously submitted EOI.

32. **Reliance on Oral Representations** - All representations on the scope of this Proposal or clarifications thereof must be in writing to be considered valid.

33. **Subcontracting** - Using a subcontractor (who should be clearly identified in the Proposal) is subject to negotiation with the Authority. Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. Additional subcontractors will be neither added, nor other changes made, to this list in the Contract without the written consent of the Authority.

34. **Timeframes** – The timetable outlined in this document represents the anticipated schedule for the RFP Timeline. The timing and the sequence of events resulting from this RFP may vary and shall ultimately be determined by the Authority.

35. **Use of RFP** - This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.