VILLAGE OF BELCARRA
"Between Forest and Sea"
4084 BEDWELL BAY ROAD, BELCARRA, B.C. V3H 4P8
TELEPHONE 604-937-4100 FAX 604-939-5034
belcarra@belcarra.ca • www.belcarra.ca

Village of Belcarra
REQUEST FOR PROPOSAL

Consultant Engineering Services
Five (5) Year
Master Standing Offer Agreement

Issue date:

Tuesday, June 18, 2019

Proposal Submissions:

Proposal to be received at:

Village of Belcarra
4084 Bedwell Bay Road
Belcarra, B.C., V3H 4P8
Attn: Lorna Dysart, Chief Administrative Officer
Email: ldysart@belcarra.ca
Phone: 604-937-4100

Closing date and time:

Wednesday, July 24, 2019
4:00 pm PST

Contact for Questions:

Any questions are to be submitted in writing, by email, to the contact person below.
Lorna Dysart, Chief Administrative Officer, Village of Belcarra
Email: ldysart@belcarra.ca
Phone: (604) 937-4100
Fax: (604) 939-5034

REQUEST FOR PROPOSAL

ENGINEERING CONSULTING SERVICES – FIVE (5) YEAR MASTER STANDING OFFER AGREEMENT

INVITATION TO SUBMIT PROPOSAL

The Village of Belcarra invites consulting engineering firms and/or engineering consultants along with sub-contracted services (hereinafter referred to as the "Proponent") to submit a proposal for the provision of Consulting Engineering Services for the Village of Belcarra for a Five (5) year period as set out in this Request for Proposal.

Description: **Belcarra Consulting Engineering Services – Five Year Master Standing Offer**

Date Issued: **June 18, 2019**

Submission Deadline: **July 24, 2019**

Submission Time: **2:00 p.m. (local time)**

The Village of Belcarra reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion.

The Village of Belcarra reserves the right to accept a proposal other than that with the lowest price or highest evaluated score without stating reasons. By submitting a proposal, the Proponents waive any right to contest in any proceedings or action the right of the Village of Belcarra to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Village of Belcarra may consider any other factors besides price and capability to perform the work in its sole and unfettered discretion.

This Request for Proposal does not commit the Village of Belcarra to award a contract or pay any costs incurred in the preparation of a proposal or attendance at meetings with the Village of Belcarra.

Interested Proponents may obtain additional details for the submission of a proposal on or after 2:00 p.m. PDT on Wednesday, July 24, 2019 on BC Bid.

Information on the Village of Belcarra may be found at www.Belcarra.ca, including Financial Statements and annual capital expenditures.

For additional information, please contact:

Lorna Dysart
Chief Administrative Officer

Village of Belcarra,
4084 Bedwell Bay
Road Belcarra, BC
V3H 4P8
Phone: 604 937-4100
ldysart@belcarra.ca

INSTRUCTION TO PROPONENTS

Inquiries:

Refer all proposal inquiries in writing to: Lorna Dysart, Chief Administrative Officer, by e-mail at ldysart@belcarra.ca five (5) business days prior to the closing time. Responses shall be via addenda if necessary.

Proposals:

The Request for Proposal submission should be signed by the proponent and submitted in a sealed envelope marked: **REQUEST FOR PROPOSAL ENGINEERING CONSULTING SERVICES – FIVE (5) YEAR MASTER STANDING OFFER AGREEMENT.**

Submissions should be addressed to:

Lorna Dysart,
Chief Administrative Officer
Village of Belcarra
4084 Belcarra Bay Road
Belcarra, BC V3H 4P8
ldysart@belcarra.ca

Proposals must be received at the above specified address at or prior to the predetermined time and date set forth in the Notice. Proposals received late will not be considered.

If submitted electronically, submissions should be in the form of a single PDF file. Submissions shall be deemed to be successfully received when displayed as new email in the in-box of the Village email address or received by mail.

The Village of Belcarra is not responsible for the timeliness of documents delivered nor will the Village of Belcarra accept responsibility for receipt of any proposal delivered to a location other than at the above specified address.

SCOPE OF WORK

In addition, the following provisions also apply to this Request for Proposal:

Purpose and Description:

The Village of Belcarra wishes to enter into a five (5) year Master Standing Offer Agreement (SOA) with a consulting engineering firm or a consultant along with sub consultant services for the purpose of providing a full range of consulting engineering services to the Village of Belcarra on a wide variety of projects.

At the end of the first and any additional five (5) year term, the Village reserves the right to extend the first and any additional terms by up to an additional five (5) year term.

Entering into a SOA will allow the Village of Belcarra staff to work directly with the proponent without the need to prepare separate requests for proposal for each project over the term of the

agreement. In addition, Village of Belcarra staff and the successful Proponent's organization will be able to foster a relationship where creativity and innovation will support the Village of Belcarra's long-term strategies and plans while maintaining balance and sustainable decision making in the present day.

The Proponent will supplement in-house staff services and having direct access to draw upon industry expertise to review, analyze and prepare recommendations, provide quality customer services, effective delivery of projects, consistent and reliable engineering services, refined budgets and supporting documentation and drawings.

Project Scope:

The successful proponent will be expected to become familiar with the Village of Belcarra's policies & procedures, organizational structure and operating & software systems. In addition, the Proponent will become familiar with the Village of Belcarra's infrastructure, master plans and strategies. The Proponent will be available on an on-call basis to address any engineering consulting requirement's the Village of Belcarra may have throughout the term of the Standing Offer Agreement. The Proponent shall respond to work assignments within two (2) business days and commence assignments within five (5) business days or within an agreed upon time.

Typical projects, studies, modeling, design and engineering from preliminary design through detailed design, tendering, construction, inspection and record drawings for approved projects that may occur, but are not limited to:

Surveying

- Horizontal/Vertical Alignments
- Baseline Surveys
- Topographic Surveys

Development Related

- Subdivision Development approval and oversight in the Village of Belcarra
- Developer-supplied Engineering Drawing Review
- Developer-supplied Study Review
- Standards Development/Updates

Water and Storm Water Management

- Concept/Preliminary Design
- Feasibility Studies
- Liaise with other government agencies

Parks and Trails

- Concept/Preliminary Design
- Feasibility Studies
- Estimating/Budgeting

Transportation Systems

- Functional Planning Studies Concept/Preliminary Design Estimating/Budgeting
- Pavement Management
- Retaining wall replacement
- Traffic analysis and Parking management

Miscellaneous Studies/Projects

- Site Investigation and Geotechnical Studies as needed
- Document Development
- Drafting
- Assist in long and short term budgeting

Specific Projects that are planned for 2019-2024 include:

- Subdivision servicing Bylaw
- Road reconstruction
- Water System Upgrades
- Leak Detection
- Cross Connection Bylaw
- Wall replacement
- Building upgrades

Other disciplines not listed above will be considered an asset including but not limited to: Structural, Hydrogeological, Electrical, GIS and Legal Land Surveying.

Other scopes of work that may be assigned as required by the Village of Belcarra are building construction, capital planning/budgeting and life cycle analysis planning and management.

Of key concern, is the proponent's ability to provide innovative, timely, cost effective and flexible solutions that meet the needs of the present and builds on meeting the future needs of Belcarra. The proponent shall identify sustainability practices that will be incorporated into work required by the Village of Belcarra.

PROPOSAL FORMAT AND REQUIREMENTS

The proposal shall adhere to the following format and provide response to the criteria as outlined. Please note that for those proponents who are using sub-consultant services, the requirements must be completed, first identifying yourself followed by the sub-consultant services information.

Letter of Transmittal:

A letter of transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal.

Executive Summary:

An Executive Summary will identify pertinent points in the proposal you wish to highlight over and above requirements.

Corporate Profile:

A brief corporate profile will cover the company's history, statement of corporate financial information, office locations(s), individuals(s) who will be assigned to lead the project team including the same for any sub-consultant services.

The corporate profile should also include the corporate operating philosophy.

Proponent's Team:

Proponents are to clearly identify each member on the project team and describe the involvement they have on the team. Each team member will include a personal resume complete with their experience. The proponent should identify the team member(s) that will be the primary client contact(s).

Proponent's Experience and Expertise:

The proponent will provide a list of projects with related experience and expertise for the past five (5) years starting with the most recent. For proponents that plan to utilize sub-consultant services, the same must be included for all.

Proponents that have current or previous experience and expertise with Standing Offer Agreements, specifically with Municipalities, shall provide a comprehensive list that will identify the municipality, the year the agreement was commenced, if the agreement is still active or if the agreement has concluded. In the event that the agreement is concluded, please provide a brief description of the reason. Experience working with Councils, the Public, and relevant statues such as Local Government Act, Community Charter etc.

Local Context:

The Proponent will provide a brief perspective on the following:

- The Village of Belcarra, British Columbia
- The Proponents and Team Member's involvement in the Village of Belcarra and/or within the Province of British Columbia

In addition, identify experience on projects within the Village of Belcarra and familiarity with local conditions, contractors and suppliers.

Ability to comply with Identified Requirements:

Proponents will identify and detail their ability to satisfy all aspects as outlined in the "Scope of Work – Project Scope" section of this proposal.

Value Added Commitment to Service:

Proponents are required to provide a description that:

- Identifies what makes the Proponent's commitment and services through a Standing Offer Agreement uniquely suited to the Village of Belcarra.
- Proposes a methodology and identifies solutions complete with examples of how they have addressed project challenges within a municipal environment.
- Identifies what the Proponent has to offer as a value-added commitment(s) that will directly benefit the Village of Belcarra.
- Identifies knowledge and use of the Master Municipal Construction Document (MMCD).

Costs of Service/Cost Benefits Analysis:

Proponents are required to provide the following:

- A current schedule of fees for service, disbursements and travel expenses for each member identified as part of the project team. This will also include any proposed sub consultant's services.
- A proposed methodology for managing and charging out time on projects and day-to-day requests for the Village of Belcarra.
- A proposed Five (5) year Standing Offer Agreement schedule of fees for service, disbursements and travel expenses for each member identified as part of the project team.

References:

The Proponent shall include a list of three (3) relevant references with their proposal package. Each of the references shall include the complete client's name, contact person complete with title, email and phone number.

Insurance, Professional License(s) and Affiliations:

The Proponent shall include a Certificate of Insurance issued by their insurance broker for Comprehensive General Liability and Errors & Omissions per claim, for any one accident or occurrence against claims of $5,000,000.00. The Proponent shall provide under their letterhead, dated and signed, a list of all registered professional licenses and affiliations to other organizations.

EVALUATION AND SELECTION CRITERIA

References and past experience with the Village of Belcarra will be considered in the evaluation along with the following criteria.

The Superintendent of Public Works and staff for the Village of Belcarra will review and negotiate a contract using the MMCD Client Consultant Agreement as a base document complete with negotiated changes. The Village of Belcarra may hold interviews to short list Proponents or make recommendation to the Mayor and Council to award to a Proponent. The Village of Belcarra will require a termination and non-exclusivity clause within the agreement, in addition to other terms to be negotiated.

Criteria	Point Weighting
Proponent's experience & expertise with the ability to comply with all identified requirements within the Scope of Work	15
Proponents Corporate and Team Member Experience and Expertise with Municipal Engineering	20
Availability of personnel and location of office	20
Proposed methodology for managing and charging out time on projects and requests from the Village of Belcarra	15
Quality of the Proposal (i.e.: clarity, consistency, comprehensiveness, and appropriateness)	10
Fees	20

SCHEDULE "A"

STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY

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

"**Best Value**" means the value placed upon quality, service, past performance and price.

"**Contract**" means the written agreement resulting from the Request For Proposal executed by the Village of Belcarra and the successful proponent.

"**Village**" means the Village of Belcarra.

"**Village Representative**" means the Representative or appointee engaged by the Village to supervise the work.

"**Must**", "mandatory" or "required" means a requirement that must be met in order for a PROPOSAL to receive consideration.

"**Premises**" shall mean building(s) or part of a building with its appurtenances.

"**Proposal**" shall mean the proponent's submission in response to this RFP.

"**Proponent**" means a party submitting a proposal to this RFP.

"**RFP**" means this Request For Proposal.

"**Request For Proposal**" includes the documents listed in the index of the Request For Proposal (RFP) and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.

"**Should**" or "**desirable**" means a requirement having a significant degree of importance to the objectives of the Request For Proposal.

"**Special Conditions**" means the special conditions, which are included in the RFP.

"**Specifications**" means the specifications, which are included in the RFP.

"**Subcontractor**" includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.

"**Successful Proponent**" means the proponent submitting the most advantageous RFP as determined by the Village of Belcarra.

"**Work**" means any labour, duty and/or efforts to accomplish the purpose of this project.

2. FORM OF PROPOSAL

Project Title: ENGINEERING CONSULTING SERVICES – FIVE (5) YEAR MASTER STANDING OFFER AGREEMENT

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the Village of Belcarra and any addenda issued in connection therewith.

The Proponent undertakes and agrees that:

3. EXECUTION OF CONTRACT

If the offer contained in this proposal is accepted, upon being advised that the Contract Documents are available, the Proponent will obtain the Contract Documents and will execute and identify the Documents and Drawings in a form and manner acceptable to the Village of Belcarra and will deliver the same within fourteen (14) days from the time when the same are available or are delivered or mailed to the Proponent.

4. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this project and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

5. ACCEPTANCE OF PROPOSAL

The acceptance of the proposal by the Village shall be made only by the notice in writing and will be addressed to the successful Proponent at the address given in this Form Of Proposal; and if the Proposal Documents are so worded, the proposal may be accepted either in whole or in part.

6. FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the Village at its option may consider the Proponent has abandoned the offer made or the Contract if the offer has been accepted, whereupon the acceptance, if any, of the Village shall be null and void and the Village shall be free to select an alternate solution of its choosing.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the proposal, the Proponent must sign it with their name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

7. INSTRUCTIONS TO PROPONENTS

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:

a. General

i. The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

ii. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

iii. Applicability of law: All references in the RFP to statutes and regulations thereto and Village bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

iv. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Village of Belcarra, shall remain the property of the Village of Belcarra.

v. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

vi. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

vii. Village policy as well as applicable Federal and Provincial laws govern method of payment.

viii. The RFP, accepted submission, and Village of Belcarra contract documents represent the entire agreement between the Village of Belcarra and the successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The contract documents may be amended only by written instrument agreed and executed by the successful Proponent and the Village of Belcarra.

8. REQUEST FOR RFP PROCESS

a. Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Village.

b. No Obligation to Proceed

Though the Village fully intends at this time to proceed through the RFP, in order to select the services, the Village is under no obligation to proceed to the Contract, or any other stage. The receipt by the Village of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Village. There is no guarantee by the Village, its officers, employers or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Village for the purchase of the equipment, service or project.

c. Late Proposals

Proposals received after the final date and time for receipt of proposals will be considered as "Late Proposals". Late proposals will not be accepted and will be returned unopened to the sender.

9. PRE-RFP INFORMATION

a. Cost of Preparation

Any cost incurred by the proponent in the preparation of this Proposal will be borne solely by the Proponent.

b. Intention of the Village

The Proponent that submits to the Village the most advantageous proposal and which represents the interests of the Village, best overall, may be awarded the Contract. The Village reserves the right to accept or reject all or part of the RFP, however, the Village is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the Village.

c. Rejection of Proposals

The Village reserves the right to reject, at the Village's sole discretion, any or all proposals, without limiting the foregoing, any proposal which either:

i. is incomplete, obscure, irregular or unrealistic;

ii. has non-authorized (not initialed) erasures or corrections in the proposal or any schedule thereto;

iii. omits or fails to include any one or more items in the proposal for which a price is required by the RFP;

iv. fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;

Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the Village to obtain a proposal most suitable to the interests of the Village and what it wishes to accomplish, the Village of Belcarra has the right to waive any irregularity or insufficiency in a proposal submitted and to accept the Proposal which is deemed most favorable to the interest of the Village of Belcarra.

d. Confidentiality

The Village will endeavour to keep all proposals confidential. The material contained in the Successful Proposal will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Village contract shall not be released if the Village deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

e. Clarification

The Village reserves the right to seek proposal clarification with the proponents to assist in making evaluations.

f. Gifts and Donations

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the Village. The successful Proponent shall report to the Chief Administrative Officer any attempt by Village employees to obtain such favours.

g. Acceptance of Proposal

The Village of Belcarra shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

No act of the Village other than a notice in writing shall constitute an acceptance of a proposal. Such acceptance shall bind the successful proponent to execute in a manner satisfactory to the Village.

h. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the Village may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents. Proposals must not be sent electronically. Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP project title.

10. PROPOSAL PREPARATION

a. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate Proposal.

b. Changes to Proposal Wording

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Village for purposes of clarification.

c. Limitation of Damages

The Proponent, by submitting a "Proposal" agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its proposal. The Proponent, by submitting a proposal, waives any and all such claims.

d. Firm Pricing

Proposals must be firm for at least sixty (60) days after the final date. Prices will be firm for the entire contract period.

e. Currency and Taxes

Prices quoted are to be:

- In Canadian dollars
- Inclusive of duty, where applicable;
- F.O.B. destination, delivery charges included where applicable; and
- Including GST and PST, as applicable.

11. ADDITIONAL TERMS

a. Sub-Contracting

Using a Subcontractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must he defined in the proposal. Subcontracting to any firm or individual, whose current or past corporate or other interests may, in the Village's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this proposal.

b. Use of Request for RFP

This document, or any portion thereof may not be used for any purpose other than the submission of proposals.

12. SPECIAL CONDITIONS

a. A qualified proposal is one which meets the needs and specifications of the Village of Belcarra, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the Village of Belcarra.

b. The Village will decide whether a proposal is qualified by evaluating all the proposals based on the needs of the Village, specifications, terms and conditions and price. The Village of Belcarra will examine all proposals and recommend which proposal is in the Village of Belcarra's best interest.

c. A proposal which is unqualified is one that exceeds the cost expectations of the Village and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the Village. The Village reserves the right to reject any or all unqualified proposals.

d. The Village of Belcarra reserves the right to cancel this RFP at any time.

e. The Village recognizes that "Best Value" is the essential part of purchasing a product and/or service and the Village may prefer a proposal with a higher price, if it offers greater value and better serves the Village's interests, as determined by the Village, over a proposal with a low price. The Village of Belcarra's decision shall be final.

f. The Village reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their proposals or re-submit altogether, as determined by the Village.

g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.

h. The Proponent, shall guarantee that their proposal will meet the needs of the Village and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Proponent and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Proponent.

i. All proposed prices shall include delivery F.O.B. to Village of Belcarra, or other destination point, as specified by the Village, and the Proponent shall bear all risks of loss and/or damage.

j. Where only one proposal is received, the Village reserves the right not to make public the amount of the proposal. The amount of the proposal will be made public if a contract is awarded. The Village reserves the right to accept or reject a proposal, where only one proposal is received.

k. The Village of Belcarra reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this Invitation.

l. The Village shall not be obligated either to accept or reject any non-compliance with the requirements of this Invitation.

m. Cancellation Clause - The Village reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing thirty (30) days written notice to the Vendor.

n. Warranty - All warranty coverage must be specified. The warranty period and coverage for the equipment is to commence from the date of acceptance and entrance into Village service.

o. Safety Regulations - All equipment offered must meet Canadian Federal and British Columbia Provincial safety regulations.

13. PROPONENT'S INSURANCE

Insurance & Indemnity

The successful Proponent must indemnify the Village and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or successful Proponents in providing the Services, except liability arising out of any independent negligent act by the Village.

The Proponent accepts responsibility for the acts and omissions of all Subcontractors it may engage in rendering the Service on the Project.

14. MODIFICATION

The Village reserves the right to modify the terms of the Request For Proposal at any time at its sole discretion. The Village will endeavour to distribute all modifications to proponents that register. To register, please submit an email address.

Modifications to the RFP will be made in the form of written addenda or re-issued documents. All addenda shall be considered to be integral to the RFP and having the same effect as if part of the original RFP. It is the proponent's responsibility to ensure that they have all modifications. The modifications will be made available on BC Bid (www.bcbid.gov.bc.ca) and Civic Info (www.civicinfo.bc.ca). Proposals should include acknowledgement of receipt of all addenda.

15. LIABILITY

While the Village has used considerable efforts to ensure an accurate representation of the information in this Request For Proposal, the information contained in the Request For Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this Request For Proposal is intended to relieve Proponents from performing their own due diligence and forming their own opinions and conclusions with respect to the matters addressed in this Request For Proposal.

16. SAFETY

The successful Proponent will be designated as the Prime Contractor for this project, assuming all health and safety obligations and requirements.

17. AGREEMENT

The successful Proponent agrees that by submitting a proposal the Proponent agrees to all the terms and conditions of this Request For Proposal will form part of the Contract. Proponents who have obtained the Request For Proposal must not alter any portion of the document, with the exception of adding information requested. To do so will invalidate the proposal.

18. IRREVOCABILITY

Prior to the time and date of the Request For Proposal closing deadline, any proponent may withdraw or change their proposal without penalty or forfeiture, by giving notice in writing to: Lorna Dysart, CAO, ldysart@belcarra.ca Village of Belcarra, 4084 Bedwell Bay Road, Belcarra, BC V3H 4P8. Upon the closing deadline, all proposals become irrevocable and no words or comments may be added to, or removed from, the proposal unless requested by the Village for purposes of clarification. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful, the Proponent will enter into a Contract with the Village. This irrevocability is only valid for a period of sixty (60) days after the closing date.

19. AWARD

The Village may not necessarily accept the lowest priced proposal or any proposal. At its sole discretion, the Village reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal. The Village is not under any obligation to award a contract and reserves the right to terminate the Request For Proposal process at any time, and to withdraw from discussions with all or any of the Proponents who have responded.

The Village shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal. No Contract is formed as a consequence of this Invitation to Submit Proposals. The Village reserves the right to accept the proposed offer in total or in part, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favourable to the Village. The Village may, however, in its sole discretion, reject or retain for its consideration Proposals, which are nonconforming because they do not contain the context or form required by this RFP or for failure to comply with the process for submission set out in this RFP. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alteration, or irregularities of any kind may be rejected. The Village reserves the right to obtain additional information from the Proponents to clarify the information in their submission. In the event that only one proposal is received, the Village of Belcarra reserves the right to return the proposal unopened.

20. CLOSING

Proposals will be received in a sealed envelope, clearly marked with the name and address of the proponent and the name of the Project as defined in the **INVITATION TO SUBMIT PROPOSAL**: proposals submitted by email or facsimile will not be accepted.

Proposals received after the closing deadline will not be accepted and will be returned unopened. Please keep in mind that courier services such as DHL, Purolator or Canada Post generally cannot provide one day delivery service to Village of Belcarra.