

# SRFP RULES

This document reflects the SRFP Rules, effective on April 1, 2014.

## Mandatory Process Requirements:

The proposal must be in English.
The proposal must comply with the delivery requirements set out in the SRFP.
The proposal must be signed by an authorized representative of the Proponent or by using the e-bidding key on BC Bid (if electronic submissions are permitted).
The proposal must be submitted using the SRFP Proposal Form.

### 1. Definitions

Throughout the SRFP, the following definitions apply:

“**Addenda**” means all additional information regarding the SRFP, including amendments to the SRFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Closing Location**” means the location in the SRFP and includes BC Bid if electronic submissions are accepted;

“**Closing Time**” means the closing time and date for the SRFP as set out in the SRFP;

“**Contract**” means the written agreement resulting from the SRFP executed by the Province and the successful Proponent;

“**Contractor**” means the successful Proponent to the SRFP who enters into a Contract with the Province;

“**Government Contact**” means the individual named as the contact person for the Province in the SRFP;

“**include**” and “**including**” are not limiting;

“**Ministry**” means the ministry of the government of British Columbia issuing the SRFP;

“**must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract that submits a proposal in response to the SRFP;

“**proposal**” means a written response to the SRFP that is submitted by a Proponent using the SRFP Proposal Form;

“**Province**” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry;

“**SRFP**” or “**Short-Form RFP**” means the solicitation described in the SRFP document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda;

“**SRFP Proposal Form**” means the SRFP Proposal Form attached as Appendix A to the SRFP; and

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the SRFP.

### 2. Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the SRFP, including these SRFP Rules and appendices to the SRFP and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the SRFP and to the statements and representations in the Proponent’s proposal. Attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent.

### 3. Additional Information

If the SRFP is posted to BC Bid, then all Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid’s email notification service to receive notices of Addenda.

If the SRFP is faxed/emailed/mailed to a Proponent, then all Addenda will be faxed/emailed/mailed, as the case may be, to the Proponent. Proponents are solely responsible for providing updated contact information to the Government Contact.

### 4. Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will not be considered. In case of a dispute, the proposal receipt time as recorded at the Closing Location will prevail whether accurate or not.

## 5. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## 6. Firm Pricing

Prices will be firm for the entire Contract period unless the SRFP specifically states otherwise.

## 7. Currency and Taxes

- a) Prices quoted should be:
  - i. in Canadian dollars;
  - ii. inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
  - iii. exclusive of applicable taxes.
- b) Notwithstanding subparagraph (a)(i) of this paragraph, if prices are quoted in US dollars or other currency for which an exchange rate is posted on the Bank of Canada's website located at: <http://www.bankofcanada.ca/rates/exchange/>, the Province will convert the prices quoted to Canadian dollars for the purposes of evaluating price. The conversion will be made at the Bank of Canada noon exchange rates on the closing date of the SRFP.

## 8. Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the SRFP 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 Contractor at no additional charge.

## 9. Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the Closing Time. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after closing unless requested by the Province for purposes of clarification.

## 10. Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or perceived conflict of interest in connection with the services described in the SRFP. This includes involvement by a Proponent in the preparation of the SRFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the SRFP, participating on the evaluation committee or involvement in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal.

By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest, either actual or perceived in respect of the SRFP.

- b) A Proponent must not attempt to influence the outcome of a SRFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

## 11. Subcontractors

- a) Unless the SRFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the SRFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) Any subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in the SRFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the SRFP. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact before submitting a proposal.
- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors may be added nor other changes made to this list in the Contract without the written consent of the Province.
- e) Proposals submitted through BC Bid must be submitted using the Proponent's e-bidding key. Using the e-bidding key of a subcontractor is not acceptable.

## 12. References

- a) References should be able to verify the quality of work provided specific to the relevant experience of the Proponent and/or its proposed subcontractors. References from the Proponent's or its proposed subcontractors' own organization are not acceptable. The Province may check Proponent and/or its proposed subcontractors' references without first notifying the Proponent and/or its subcontractors.
- b) The Province reserves the right to conduct internal Province reference checks on the Proponent's and any subcontractors' performance under any past or current contracts with the Province. The Province will not enter

into a Contract with any Proponent whose references or references of its proposed subcontractors are unsatisfactory in the sole opinion of the Province

### **13. Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### **14. Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms and conditions set out in the SRFP and such other terms and conditions to be finalized to the satisfaction of the Province.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **15. Contract Finalization Delay**

If a Contract cannot be finalized with provisions satisfactory to the Province within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the SRFP process and not enter into a Contract with any of the Proponents.

### **16. Debriefing**

At the conclusion of the SRFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

### **17. Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the SRFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in

connection with any final Contract, or any other matter whatsoever.

### **18. Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### **19. Liability for Errors**

While the Province has used considerable efforts to ensure information in the SRFP is accurate, the information contained in the SRFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in the SRFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the SRFP.

### **20. No Commitment to Award**

The SRFP should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent.

### **21. No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license under any federal, provincial, regional district or municipal statute, regulation or by-law.

### **22. Legal Entity**

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person before entering into a Contract.

### **23. Reservation of Rights**

- a) In addition to any other reservation of rights set out in the SRFP, the Province reserves the right, in its sole discretion:
- i) to modify the terms of the SRFP at any time prior to the Closing Time, including the right to cancel the SRFP at any time prior to entering into a Contract with a Proponent;
  - ii) in accordance with the terms of the SRFP, to accept the proposal or proposals that it deems most advantageous to itself;
  - iii) to waive any non-material irregularity, defect or deficiency in a proposal;
  - iv) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the SRFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
  - v) to reject any proposal due to an unsatisfactory reference check or past performance;
  - vi) at any time, to reject any or all proposals; and
  - vii) at any time, to terminate the competition without award and obtain the goods and services described in the SRFP by other means or do nothing.
- b) The lowest or any proposal will not necessarily be accepted. The SRFP does not commit the Province in any way to award a Contract.

## **24. Ownership of Proposals**

All proposals and other records submitted to the Province in relation to the SRFP become the property of the Province and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the SRFP.

## **25. Copyright**

The SRFP is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

## **26. Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a response to the SRFP.

## **27. Alternative Solutions**

If more than one approach to deliver the services described in the SRFP is offered, Proponents should

submit the alternate approach in a separate SRFP Proposal Form.

## **28. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the SRFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to the SRFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to the SRFP and use by the Province for the purposes set out in the SRFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.