

DISTRICT OF MACKENZIE



REQUEST FOR PROPOSAL

Waste Containers for ASL Garbage Truck

Issue Date: 12:00 pm Monday February 4th, 2019
Closing Date: 3:00 pm Tuesday February 19th, 2019

District of Mackenzie
Bag 340
Mackenzie, B.C. V0J 2C0
Attn: Scott Drysdale, Director of Operations

Table of Contents

Introduction	3
Timeline.....	3
Proposal Requirements	3
Sub-Contracting	4
Addenda & Questions	4
Submitting Your Proposal	5
Vendor & District Responsibilities	5
Firm Pricing.....	6
Completeness of Proposal	6
Alternate Proposals & Changes to Proposal Wording.....	6
Conflict of Interest.....	6
Confidentiality.....	7
Evaluating Proposals	7
Irrevocability of Proposals.....	8
Communication with the District of Mackenzie.....	8
Reciprocity.....	9
Assignment	9
Rejection & Acceptance of Proposals	9
No Obligation to Proceed	9
Misrepresentation or Solicitation	9
Acceptance of Proposals	9
Rejection of Proposals.....	10
Limitation of Damages	11
Successful Proponents	11
Obligations of the Successful Proponent.....	11
Insurance Protection & Damage	13
Permits, Notices, Laws & Rules:	14
Compliance with WorkSafe BC.....	14
Business License Requirement.....	15
Payment Terms.....	15
Cancellation of RFP	15
The District’s Right to Terminate the Agreement	15
Default	16
Applicable Laws & Agreements	16
Not A Tender	16
Modification of Terms	17
Use of Request for Proposal	17
Accuracy of Information	17

Introduction

The District of Mackenzie is seeking proposals to provide a total of 1250 standard or bear resistant waste containers in a 65 Gal/240L format. As part of the pre-planning process, specifications on a 32 Gal/120L format is also requested and may or may not form part of the complete order. The District is not necessarily interested in obtaining the lowest price for this product. The quality of the product, performance, delivery, maintenance, service and other factors will be taken into consideration in the evaluation of this request for Proposal.

The District has formulated the terms and procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. 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.

Timeline

The following timeline is an estimate and may be adjusted at the District of Mackenzie's discretion any time during this procurement process.

Distribution of RFP	February 4, 2019
Deadline for questions submitted by email	February 14, 2019
Upload of Q&A Document (if required)	February 15, 2019
RFP Submission Deadline	3:00 pm, February 19, 2019
Target Notification to successful proponent	February 28, 2019

Proposal Requirements

a. The Proponent shall complete and submit the following documents with the Proposal submission:

- Background information on Proponent including experience and qualifications in the equipment industry
- Appendix A – Proposal Price, Service & Value-Added Information, & References
- Appendix B - Specification Sheets/Literature
- Optional - Additional information relevant to the proposed equipment
- Optional – Photographs of equipment offered

b. Prices quoted are to be:

- In Canadian dollars;
- Inclusive of duty, where applicable;
- Inclusive of PST if applicable;
- FOB destination, delivery charges included where applicable;
- Goods and Services Tax (GST) must be shown as a separate line item.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the *Income Tax Act* (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the *Income Tax Act* (Canada).

Sub-Contracting

- a. All Vendors must fully disclose any proposed subcontracting of any of the required services.
- b. Using a sub-contractor (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 be defined in the Proposal.
- c. Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the District'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 Request for Proposal.
- d. Any sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by the District.

Addenda & Questions

- a. Proponents are advised that all subsequent information regarding this RFP, including any addendum, will be distributed on the District's webpage. Notification will not automatically be sent to all Proponents. It is the responsibility of all Proponents to check for addenda, which may be posted at any time up to closing time, prior to submitting their Proposal. All addenda must be acknowledged in a Proponent's submission on the Certification Document.
- b. To clarify any issues in this RFP, the District of Mackenzie will respond only to questions that are presented through e-mail. Questions should be submitted to Scott Drysdale at scott@districtofmackenzie.ca. Telephone questions will not be accepted.

- c. All questions must be received by **February 14, 2019**.
- d. All questions and answers will be consolidated into a single Q&A document which will be posted on the District of Mackenzie website at www.districtofmackenzie.ca, with the RFP documents on or after **February 15, 2019**. This will be the only distribution method for the Q&A document.
- e. The District reserves the right to seek clarification regarding the Proposal with the Proponent to assist in making evaluations. The Proponent is requested to submit a name and telephone number of a person the District may contact regarding any questions or clarifications relating to the Proponent's submission to the Request for Proposals.

Submitting Your Proposal

- a. Proposal submissions must be titled "**PW-2019-RFP-02 Waste Containers for ASL Garbage Truck**" in the subject line.
- b. Completed Proposals must be received by courier, mail, hand delivery, or email to:

Scott Drysdale
Director of Operations
Bag 340, 1 Mackenzie Blvd.
Mackenzie, BC, V0J 2C0

Email: scott@districtofmackenzie.ca

- c. The deadline for receipt of complete Proposals is **3:00 p.m. Pacific Standard Time**, on **February 19, 2019**. Late Proposals will not be accepted and will be returned to the Proponent.

Vendor & District Responsibilities

- a. It is the responsibility of the Vendor to ensure compliance with all requirements and deadlines. It is the responsibility of the Vendor to ensure delivery of all required response material. Proposals which are not in compliance with the RFP requirements may be rejected.
- b. The District of Mackenzie assumes no responsibility for technological or logistical issues in delivering the Vendor response.
- c. All Proposals will be reviewed to determine if they satisfy the mandatory criteria in this RFP. Proposals not satisfying the mandatory criteria will be rejected.
- d. All costs of preparation and presentation associated with a response to this RFP will be the responsibility of the Vendor. Vendors may be asked to make a presentation before the District if selected as a finalist.

- e. The District reserves the right to award all, part, or none of this contract.
- f. The Vendor shall be bound by the information and representations contained in any Proposal submitted. The Proposal is deemed to be a binding offer on the part of the Vendor.
- g. Submission of a Proposal in response to this RFP indicates the Vendor's acceptance of the terms and conditions contained within the RFP. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.
- h. The District of Mackenzie prohibits the payment of a finder's fee in any form. The Vendor must certify that no finder's fee or finder's commission has been paid or shall be paid to any individual or organization from the establishment of this investment relationship with the District of Mackenzie.

Firm Pricing

Proposals must be firm for at least 30 days after the closing date. Prices will be firm for the entire Contract period. Proponents are solely responsible for ensuring rates and prices take into account any fluctuations in currencies, fuel prices or other variable costs during the Contract period.

Completeness of Proposal

By submission of a Proposal the Proponent warrants that, if this Request for Proposal 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 charge.

Alternate Proposals & Changes to Proposal Wording

- a. If an alternate solution is offered, the information shall be submitted in the format requested as a separate Proposal.
- b. The Proponent will not change the wording of their Proposal after closing and no words or comments will be added to the Proposal unless requested by The District of Mackenzie for purposes of clarification.

Conflict of Interest

Any potential conflict of interest must be disclosed to the District. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the District immediately in writing of

that conflict or risk and take any steps that the District reasonably requires to resolve the conflict or deal with the risk.

Confidentiality

- a. All Proponents and any other person who through this RFP process gains access to confidential financial information of the District are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any contract for service which arises out of this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the District.
- b. The Proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the District of Mackenzie is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the District of Mackenzie cannot guarantee that any Confidential Information provided to the District of Mackenzie can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act. All Proposals, once opened, are considered to be a public record and shall be available for viewing and reproduction by any person. For additional information, please go to: [http://www.cio.gov.bc.ca/cio/priv leg/foippa/contracting/ppsindex.page](http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page)

Evaluating Proposals

- a. Evaluation of Proposals will be by a committee formed from The District of Mackenzie's Public Works Department and may include members of the District's Finance and Corporate Departments.
- b. Awards will be based on the Best Value offered, and the Best Value will be determined by the District. Evaluation will include but may not be limited to the following:
 - i. Proponents offer, overall value, operating costs.
 - ii. Proponents financial stability.
 - iii. Ability to meet specifications, general suitability, conforming with preferred specifications, quality of the unit to be supplied.
 - iv. Past performance, delivery dates, availability of parts and service.
 - v. References, supplier qualifications and experience.
 - vi. Value of warranty, training and any value-added offerings.
 - vii. Written specific guarantees to cover parts delivery, specification /quality workmanship requirements, warranty repairs, availability and resale value may be included.

Waste Containers for ASL Garbage Truck	
EVALUATION CRITERIA	WEIGHT
Ability to meet specification	35%
References, supplier qualifications and experience	10%
Delivery, warranties, training, value adds	15%
Price	40%

- c. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.
- d. Proposals will not be evaluated if the Proponents current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this RFP.

Irrevocability of Proposals

By submission of a written request, the Proponent may amend or withdraw their Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable and are valid for a minimum of 60 days. Should their submitted Proposal be successful, the Proponent agrees to enter into a contract with the District of Mackenzie.

Communication with the District of Mackenzie

- a. Only the Director of Operations for the District of Mackenzie (or designate) is the District's representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other District representative, including Members of Council, officers or employees of the District regarding this RFP or a Proponent's submission may result in that Proposal being removed from consideration for this and any future competitions.
- b. In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Director of Operations within five (5) working days of notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated. Under this process the Director of Operations, at his sole discretion, will make the final decision.
- c. All Vendors who have submitted a Proposal will be notified of the Board's decision after the final selection has been made. This notice of final selection may be the only communication between the District of Mackenzie and the Vendors. Telephone or other inquiries concerning this Proposal after the Proposal deadline are discouraged.

Reciprocity

The District 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 District of Mackenzie supplier.

Assignment

This RFP and any resulting Contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has here under.

Rejection & Acceptance of Proposals

No Obligation to Proceed

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed to the purchase, or any other, stage. The receipt by the District 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 District. There is no guarantee by the District, its officers, employees or agents, 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 District.

Misrepresentation or Solicitation

If any director, officer, employee or agent of a Proponent makes any representation or solicitation to any Councilor, officer, employee or agent of the District of Mackenzie with respect to the RFP, whether before or after the submission of the Proposal, the District of Mackenzie shall be entitled to reject or not accept the Proposal.

Acceptance of Proposals

- a. This Request for Proposal should not be construed as an agreement to purchase goods or services. The District is not bound to accept the lowest priced or any Proposal of those submitted. Proposals will be assessed in light of the evaluation criteria. The District will be

under no obligation to receive further information, whether written or oral, from any Proponent.

- b. No act of the District, other than a notice in writing signed by the Chief Administrative Officer or the Director of Operations, shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute, in a manner satisfactory to the Chief Administrative Officer, the Contract Documents constituting the Agreement and to furnish the bonds and insurance material required by the Contract Documents of the Agreement or to be responsible for the damages in this Request for Proposals hereof. Where applicable, the other rights and obligations contained in the Contract Documents of the Agreement shall insure for the benefit of and be binding upon the parties only with the formal execution of the Agreement.
- c. 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 pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.
- d. If a written Contract cannot be finalized within thirty days of notification of the successful Proponent, the District of Mackenzie may, at its sole discretion at any time thereafter, rescind the award with that Proponent and either sign a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

Rejection of Proposals

- a. The District reserves the right to reject any or all Proposals without limitation to the following and including any Proposal that:
 - is incomplete, obscure, irregular or unrealistic;
 - omits or fails to include any one or more items in the Proposal for which a price is required by the Request for Proposals.
 - fails to complete the information required by the Request for Proposals, to be furnished with a Proposal, or fails to complete the information required whether the same purports to be completed or not.

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

- b. The District of Mackenzie shall not be obligated in any manner to any Proponent whatsoever until a written Agreement has been duly executed relating to an approved Proposal.
- c. Unsuccessful Proponents may request a debriefing meeting with The District of Mackenzie.

Limitation of Damages

By submitting a Proposal, the Proponent waives any claim for loss of profits if no Contract is made with the Proponent and agrees to all terms and conditions of this RFP. The Proponent is responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal.

Successful Proponents

Obligations of the Successful Proponent

- a. The successful Proponent may not assign the Agreement with the District without the written consent of the District.
- b. Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District 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.
- c. The selected Proponent shall indemnify, defend and save harmless the District and all of its employees or authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the Agreement and any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, error, omission or fault, whether active or passive, of the Proponent, sub-contractor, or of anyone acting under its direction or control or on its behalf in connection with, or incidental to the performance of, the Agreement.
- d. Unless otherwise provided, time shall be of the essence.
- e. The successful Proponent shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to the Proponent's obligations hereunder, including, but without limitation to, the following:

- a) WorkSafe BC Act
- b) Labour Act
- c) Occupational Health and Safety Act
- d) Health Act
- e) Environmental Protection and Enhancement Act

The successful Proponent shall abide by all reasonable rules and regulations adopted by the District and communicated from time to time in writing to the successful Proponent during the term of the Agreement.

- f. The Proponent shall pay all royalties and patent license fees required for the performance of the Agreement. The Proponent shall hold the District harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising from the Proponent's performance under the Agreement which are attributable to an infringement or an alleged infringement by the Proponent and/or anyone for whose acts it may be liable of any patent or invention. If the District shall be prevented by permanent injunction from using any product or equipment, the Proponent shall substitute at no additional cost to the District, such product or equipment equally suitable, all subject to approval by the District prior to installation of any substitute product or equipment.
- g. All Proponents shall, as a condition of supplying good and services to the District, make full disclosure of any of the following existing business relationships with any members of the District of Mackenzie Mayor and Council, District employees or immediate relatives of any members of the District's employees:
 - If a private company, details of ownership of shares by any of the above;
 - If a public company, details of ownership of shares, in excess of one percent (1%) to total shares by any of the above;
 - If a partnership, details of any partnership arrangement of any of the above;
 - Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.
- h. Disclosure, if any, shall be made in writing at the time of submitting Proposals.
- i. If the Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to terminate or cancel any Agreement of any kind which may have been entered into with a Proposal.
- j. The successful Proponent may be required to enter into a Legal Agreement with the District. Such Legal Agreement will be prepared by the Director of Operations and will embody the terms of the Proposal and any subsequent written amendments.

Insurance Protection & Damage

Protection of Work, Property and Public

The Proponent shall protect the District's property from damage and shall make good, at their own expense, any damage which may arise as the result of the Proponent's operations under the Agreement.

Contractor's Insurance

Public Liability & Property Damage Insurance

- a. The Proponent shall save and hold harmless the District, its officers, agents, servants and employees from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred in the course of the performance of this Agreement whether such claim shall be made by an employee of the Proponent or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a willful or negligent act or omission of the Proponent, its officers, servants, agents or employees or a willful negligent act or omission of any of its officers, servants, agents or employees and, at its own expense, the Proponent shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom.
- b. The Proponent shall maintain and keep in force during the term of the Agreement and until the date of the end of Agreement, three million dollars (\$3,000,000) inclusive limits for public liability and property damage and against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the performance of work.
- c. The Proponent shall, at the time the Agreement is signed, submit to the District two copies of the insurance policies required under this Agreement and shall also provide to the District, from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.
- d. **The District shall be a named additional insured on the policy.** The policies shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following *Cross Liability* clause: *"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."*

General Insurance

- a. Before starting the work, the Proponent shall file with the District certificates of all insurance policies acceptable to the District. These certificates shall state that the insurance complies with the requirements of the Contract Documents of the Agreement and that the insurance is valid for work in British Columbia.
- b. Each insurance policy required under this Agreement shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form: *"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all Named Insureds."*
- c. Should the Proponent fail to make a payment of any premiums or other assessments required by the Proponent's insurers to maintain such policies in force and effect, the District may, at their discretion, make payment of such premiums or assessments and recover the same from the Proponent as the District in their discretion may determine.

Permits, Notices, Laws & Rules:

The Proponent shall apply and pay for all necessary permits or licenses required for the execution of the work however, this shall not include the obtaining of permanent easements or rights of servitude. The Proponent shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health.

Compliance with WorkSafe BC

- a. The Proponent shall provide to the District their WorkSafe BC registration number and a letter of clearance from the WorkSafe BC office prior to commencement of work.
- b. The Proponent shall ensure compliance on his part with the WorkSafe BC and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- c. In any case, where pursuant to the provisions of WorkSafe BC Regulations orders the Proponent, in respect of their operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person or because of lack of payment of an account due to the Board, the District, on twenty-four (24) hours written notice to the Proponent, may terminate the Agreement.

Business License Requirement

The successful Proponent shall be responsible for acquiring and maintaining a valid District of Mackenzie Business License for the term of the Contract if the successful Proponent is to conduct work on the District of Mackenzie property.

Payment Terms

The successful Proponent shall invoice the District of Mackenzie in an acceptable format and will be paid as per the District of Mackenzie's standard payment terms, net 30 days from date of invoice. The District of Mackenzie shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the District of Mackenzie.

Cancellation of RFP

The District of Mackenzie reserves the right to cancel this RFP at any time.

The District's Right to Terminate the Agreement

- a. Any of the following occurrences or acts shall constitute an event or default by the successful Proponent under the Agreement:
 - i. Failure to make full payment of the obligation(s) in the Agreement or any other sum required to be paid by the successful Proponent hereunder for thirty (30) days after the due date;
 - ii. Non-performance or non-observance of any of its other covenants, agreements or obligations hereunder, express or implied, continuing for thirty (30) days after the District has given to the successful Proponent notice in writing;
- b. If the failure cannot be remedied within thirty (30) days, then the District at its discretion may extend the time period.
- c. If the term hereby granted shall at any time cease or be taken in execution or in attachment by any creditor of the successful Proponent or if the successful Proponent shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent the then current rate (if not then paid) shall immediately become due and payable to the District and said Agreement hereby granted shall immediately become forfeit and void.
- d. If sufficient cause exists to justify such action, the District may, without prejudice to any other right or remedy which the District may have at law or in equity, by giving the Proponent written notice, terminate the Agreement. The District shall nevertheless be entitled to recover any monies then owing. Similarly, if a court of competent jurisdiction, on account of the

Proponent's insolvency, appoints a receivership, the District may take the same action in the same manner.

Default

- a. The District of Mackenzie may, by notice of default to the Contractor, terminate the whole or any part of the Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of the Contract.
- b. In the event the District of Mackenzie terminates the Contract in whole or in part as provided in "The District's Right to Terminate the Agreement" section, the District of Mackenzie may procure goods or services similar to those so terminated, and the Contractor shall be liable to the District of Mackenzie for any excess costs for such similar goods or services.
- c. The Contractor shall not be liable for any excess costs under "The District's Right to Terminate the Agreement" section if failure to perform the Contract arises by reason of Force Majeure or acts of the District of Mackenzie.

Applicable Laws & Agreements

This RFP is subject to the terms and conditions of the Agreement for Internal Trade, Mash Annex 502.4 the Trade, Investment and Labour Mobility Agreement, and the New West Partnership Agreement, all inter-provincial trade agreements.

The law applicable to this Proposal 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 Proposal shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

The method of payment is governed by District policy as well as applicable Federal and Provincial laws.

Not A Tender

This Request for Proposal is not a tender call, and the submission of any response to this RFP does not create a tender process.

By this RFP, the District reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the Successful Proponent as the District considers desirable.

Without limiting the generality of the foregoing, the District reserves the right to:

- Reject, consider or short-list any submission whether or not it contains all information required by this RFP.
- Require clarification where a submission is unclear.
- Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Proponent, or any other person associated with this RFP process.
- Disqualify or reject any submission without discussion with the submitting party.

Modification of Terms

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

Use of Request for Proposal

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

Accuracy of Information

The District of Mackenzie makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

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