

DISTRICT OF ELKFORD



REQUEST FOR PROPOSAL NO. 2026.04

WATERMAIN SYSTEM – FIRE FLOW, LOOPING, AND RESILIENCY PROJECT DESIGN

Closing Date & Time: October 14, 2:00pm (Mountain Time)

Deliver To:

Jesse Huisman, Director of Engineering and Public Works
c/o Jamie Robertson, Accounting Clerk,
District of Elkford Municipal Office
744 Fording Drive, Elkford, BC, V0B 1H0
Telephone: 250.865.4000

Submission Email: finance@elkford.ca

SECTION I

INVITATION

1. STATEMENT OF REQUEST FOR PROPOSAL

This document outlines the overall scope of the District, the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the assignment.

The District will not have any legal duty or obligation to anyone in connection with this RFP except under a performance Contract, if any, created by the parties according to the process described in this RFP. The District is under no obligation to enter into any contract or other agreement with anyone in connection with this RFP and proposals received. All evaluation criteria and other evaluation related processes in this document are non-binding guidelines only, notwithstanding any obligatory language used herein.

This RFP is a mere invitation to treat; it is a solicitation to vendors to come forward with competing offers regarding a Contract, and/or to compete for an opportunity to negotiate a Contract. This RFP itself does not constitute an offer in relation to the formation of any contract, including any bid contract, preliminary contract, collateral contract, or "contract A". No agreement of any kind (express or implied), including any contract A or implied terms (including any implied duty of fairness), should result upon submission of a proposal (whether or not such proposal is Non-Compliant). Nevertheless, proposals submitted to the District containing signature pages signed by Proponents in relation to the formation of a performance Contract are offers capable of acceptance by the District (whether or not the proposal is Non-Compliant), with or without negotiations, in order to form one or more performance Contracts, as described in Section III, paragraph 11 and elsewhere in this RFP. The District reserves the sole and exclusive right to accept a non-compliant proposal, despite any failure to comply with a mandatory term of this RFP. The District will not have any legal duty or obligation to anyone in connection with this RFP except under a performance Contract, if any, created by the parties according to the process described in this RFP. The District is under no obligation to enter into any contract or other agreement with anyone in connection with this RFP and proposals received. All evaluation criteria and other evaluation related processes in this document are non-binding guidelines only, notwithstanding any obligatory language used herein. Thus, the evaluation process under this RFP is structured to be flexible and forgiving. This flexible and forgiving process is a fair and transparent one, because Proponents are made aware of the nature of the process in advance, and because all Proponents stand to benefit from its flexible and forgiving nature from the outset. Competition and value-for-money are enhanced, because attractive Proposals need not be disqualified. The sole remedy for any Proponent who finds the nature of this RFP unacceptable is to refrain from submitting a proposal. This paragraph shall supersede and be operative notwithstanding any other term of this RFP.

2. 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 District and the Successful Proponent.

"District" means the District of Elkford.

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

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

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

"Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for RFP.

"Special Conditions" means the special conditions, 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 District.

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

3. REQUEST FOR PROPOSAL DOCUMENTS

Copies of the Request for Proposal may be obtained from the following locations:

- District of Elkford website (www.elkford.ca)
- BC Bid website (www.bcbid.gov.bc.ca)

4. DISTRICT REPRESENTATIVE

The District's Representative will be:

Jesse Huisman, Director of Engineering and Public Works
District of Elkford
Telephone: 1.250.865.4000
Fax: 1.250.865.4001
Email: finance@elkford.ca

All inquiries relating to the RFP shall be directed to the District Representative.

5. Closing Date and Time

- Deadline to Submit Questions: October 2, 2026, 2:00 PM (Mountain Time)
- RFP Closing Date: October 14, 2026
- RFP Closing Time: 2:00 PM (Mountain Time)

Proposals received after the Closing Date and Time for receipt of Proposals will be considered as "Late Proposals". Late proposals may, in the sole discretion of the District, be evaluated by the District, or may be rejected on that basis by the District.

SECTION II

TERMS OF REFERENCE

1. BACKGROUND

The District requires an experienced engineering firm to provide design services for implementing 3 projects as recommended in the 2022 Water Distribution Study completed for the District.

2. Scope of Work

The purpose of this work is to create the design and drawings to implement 3 projects as recommended by the 2022 Water Distribution Study.

The following scope of work provides a general outline of the technical elements of the project:

- (a) Design**
 - Recommendation 4.4 from the Water Distribution Study:
 - 500m of 350mm watermain through undeveloped forest area to add redundancy to the current critical watermain.
 - Recommendation 4.5 from the Water Distribution Study:
 - 250m of 300mm watermain through forested greenspace to add a loop to connect two neighborhoods together to enhance flow and provide redundancy in an emergency.
 - A portion of recommendation 4.7 from the Water Distribution Study:
 - 700m of 300mm watermain through a forested trail.
 - A control valve designed to connect to SCADA to allow flow under certain circumstances.
 - A check valve in an existing watermain.
 - Connections to existing mains.
 - Disconnecting exiting Boivin Intake Structure.
 - ** in addition to the recommendations in the report to add a booster pump to the control valve location to be able to pump water from the Boivin Reservoir to the Balmer Reservoirs.
- (b) Supply**
 - IFT Package prepared to be paired with a MMCD RFP package.
 - Class D cost estimate for the project.
- (c) Construction Management (Optional)**
 - For proposed work.

The following items are NOT included in this RFP at this time:

- Tendering and construction management.
- Construction.
- Materials.

3. Objectives

- Designing maintenance friendly, replaceable infrastructure, utilizing common parts and supplies.
- Preparing the appropriate land acquisition or right-of-way applications for the associated area.

4. Deliverables

The successful proponent should provide the following deliverables as part of this project:

- IFT package.
- Lack acquisition paperwork.
- Class D cost estimate for the project.

5. Supporting Documentation

<https://elkford.civicweb.net/filepro/documents/59787/?preview=69551>

Any additional documents relevant to the project will be provided upon request.

6. Commencement, Prosecution and Completion of Work

Depending on the available funds to complete this project, the District reserves the right to negotiate the scope of work with the successful proponent prior to awarding the work. Any negotiations regarding the scope of work after a Contract is executed will be through a Change Order, mutually agreed to by both parties.

If awarded the work, the successful proponent should be available immediately to begin the project work.

The Proponent should provide a work schedule indicating the timeline to complete each major phase of the work. Completion is defined as receipt of all the deliverables listed under Section 4 above.

7. Budget

Proponents are advised to provide their best pricing to successfully accomplish the scope of work and provide the deliverables as outlined in this Request for Proposal.

8. Submission Format

The successful proponent shall be selected based on what is determined to be in the best interests of the District. The proponent's proposal should outline the expertise and full scope of services the proponent (and/or their subconsultants/subcontractors) are able to provide to the District and demonstrate their ability to provide innovative, timely, cost effective and flexible solutions to District's unique requirements. The proponent should outline their approach to this assignment to meet the needs of the District as identified in this RFP.

Items to be addressed in the RFP include, but are not limited to:

(a) Proposal Overview

The proposal should include a cover page referencing the RFP title, a table of contents, and a cover letter.

The cover letter:

- Shall be signed by an authorized person to legally bind the Proponent to the statements made in the Response to this RFP;
- Provide a summary of the services to be provided;
- Provides a general overview of the company, its structure, size and capability to perform the work required;
- Includes the name, telephone, fax and email address of the contact person for the Proposal, the contact person should have the authority to answer questions regarding the Proposal; and

- Includes the name and phone number of a contact person to be notified regarding contractual issues.

Appendix A should also be included to form part of the proponent's RFP submission.

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the District asks that Proponents provide detailed information for the itemized list below and follow the same format.

Proponents are asked to provide a reply to each point throughout the RFP and the Proponent should identify any specific provisions with which it is unwilling or unable to comply.

A Proposal response submitted must be in enough detail to allow the District to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services you or your company would provide.

(b) Project Understanding, Concept and Proposed Methodology

This section should specifically address the proponent's understanding of the District's needs and provide details of the proponent's methodology to the Work of the RFP including all items listed in Section 2. The proponent should outline their project vision, processes and systems used for planning, scheduling, and budgeting to meet the project objectives.

This section must address the work effort and team member participation and role in delivering the work. The proposed methodology should also identify any potential options, or changes to the outlined approach that could be advantageous to the District. Any such optional work should be identified specifically or outlined in a separate section.

(c) Proponent Experience and References

This section should specifically highlight the proponent's past performance, experience and recent relevant projects (within the last three years), that demonstrate ability to provide the services as outlined in this RFP. This section should be no more than three (3) pages in length. This section should include the firm's name and address, year it was established, primary office that will be performing the work of the RFP and number of employees in the firm. For any subconsultants or subcontractors, the same information listed above must be provided as well as the length of the working relationship between the Proponent and their Subconsultant/Subcontractor.

(d) Work Schedule & Fee

A schedule and fee description should be provided including:

- Work schedule and accompanying Gantt chart, itemizing key tasks, milestones, deliverables and timelines to complete the assignment.
- The fixed-price fee proposal breakdown per the work schedule key tasks including all fees, costs and disbursements (including travel costs), sub-consultant fees, and any other expenses as required under the Scope of Work. Prices quoted are to be in Canadian dollars.

SECTION III
REQUEST FOR PROPOSAL PROCESS

1. REVIEW AND INTERPRETATION OF PROPOSALS

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda and issues during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal, before the Proposal is submitted.

Each Proponent will review all RFP documents and will promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the District's Representative in writing, electronically or otherwise, no later than 2:00 PM, five (5) days before the closing date.

Where such requests result in a change or a clarification to the requirements of the RFP, the District will prepare and issue an Addendum to this RFP.

2. 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 District.

3. ADDENDA

The District reserves the right to modify the terms of the RFP at any time at its sole discretion. Written addenda issued by the District will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The District reserves the right to issue Addenda up to the RFP Closing Date and Time. The date set for submitting Proposals may be changed if, in the District's opinion, more time is necessary to enable Proponents to revise their Proposals. Addenda will state any changes to the RFP Closing Date and Time. It is the Proponent's responsibility to ensure that they have all modifications. Proposals must acknowledge receipt of all addenda.

4. PREPARATION OF PROPOSALS

All proponents shall be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This Request for Proposals does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

The Proposal submitted by each Proponent will be signed by an Authorized Representative of the Proponent. 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 his/her 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.

5. PROPOSAL SUBMISSIONS

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

- (a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single PDF file to the District by email at: finance@elkford.ca on or before the Closing Date and Time.

PDF emailed Proposals are preferred. Note that the maximum file size the District can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the District's equipment functions properly so that the District receives the Proposal on time.

If delivered via email, proposals will not be opened or reviewed prior to the closing date and time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit 2 bound copies of the proposal which must be delivered to:

District of Elkford, Attention: Jamie Robertson, Accounting Clerk

on or before the Closing Date and Time.

6. MODIFICATION OF BIDS

Modifications to bids already submitted will only be allowed if submitted in writing prior to the Closing Date and Time unless requested by the District for purposes of clarification.

7. WITHDRAWAL

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time.

8. INCOMPLETE PROPOSALS

No proposal should be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

The District expressly reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the District may request clarification where, in the opinion of the District, the Proponent's intent is unclear.

9. OPENING OF PROPOSALS

Proposals will NOT be opened in public. Proposals may be opened by the District at any time after the submission deadline. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the offers best fulfills the needs of the District and this assignment.

In the event that only one proposal is received, the District reserves the right to return the proposal unopened or unread in the case of submission via email.

10. EVALUATION CRITERIA

The Proponents proposals will be evaluated using the following guidelines. The proponent receiving the highest score will not necessarily be invited to enter into a contract.

CATEGORY	DETAILS	Weight of Evaluation
Company & Project Team Experience & Qualification	Relevant company experience. Relevant project team experience & qualifications. Company's relevant municipal government work experience. References from 3 clients for similar projects.	25%
Project Understanding & Methodology	Demonstrated understanding of project requirements, scope of work and deliverables. Detailed methodology to address scope of work and deliverables for each of the components of the assignment. Identification of any potential options or changes to outlined approach that could be advantageous to the District.	30%
Itemized Work Plan	Format, clarity and quality of overall strategy, proposed work plan itemizing key tasks, milestone, deliverables and realistic timelines.	25%
Project Fee & Schedule	Estimate of fees & disbursements and schedule to complete the project.	20%

11. ACCEPTANCE OF PROPOSALS & CONTRACT

Each Proposal will be valid and irrevocable for a period of sixty (60) days from the Closing Date and Time for receipt of Proposals.

Proponents should demonstrate in their Proposal that they have a clear understanding of the RFP requirements. Proponents need to articulate their proposals, intentions and expectations indicating how they will fulfill the requirements of the RFP and what services they will provide. Proposals should include the names, positions, and qualifications of staff members and any other resource staff pertinent to this proposal.

The acceptance of the proposal by the District shall be made only by notice in writing to the Successful Proponent.

The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement, with such modifications as may be negotiated, has been duly executed relating to an approved Proposal (the "performance Contract").

12. REJECTION OF PROPOSALS

The District reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion, including acceptance of non-compliant proposals. By submitting a proposal, the Proponents waive any right to contest, in any proceedings or action, the right of the District to accept or reject any proposal in its sole and unfettered discretion.

The District also has the right to negotiate with all Proponents, qualified or not, or to cancel this Request for Proposals or accept the proposal that is deemed most advantageous to the District if it is in the best interests of the District to do so. The District reserves the right to award this Proposal in whole or part and retains sole discretion not to award at all. The decision of the District shall be final.

SECTION IV
GENERAL INSTRUCTIONS

1. 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) 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.
- (b) In carrying out its obligations hereunder, the Proponent should familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, 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.
- (c) Applicability of law: All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or Replacements thereof.
- (d) Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District shall remain the property of the District.
- (e) 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) Drawings; (5) all other documents.
- (f) 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.
- (g) District policy as well as applicable Federal and Provincial laws govern method of payment.
- (h) The RFP, accepted submission, and District contract documents represent the entire Agreement between the District 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 District.

2. PROPONENT'S RESPONSIBILITY

It is the responsibility of the Proponent to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call at their own initiative. The District reserves the Right to share, with all Proponents, all questions and answers related to this proposal call.

3. NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, in order to select the services, the District is under no obligation to proceed to the Contract, or any other stage. The receipt by the District of any information (including 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, 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 District for the purchase of goods or services.

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 Request for Proposal 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. DISTRICT RESPONSIBILITY

The District will provide the Successful Proponent with documents such as existing bylaws or plans that may be required to complete the scope of work and achieve the goals and objectives laid out herein.

6. CONFLICT OF INTEREST

At no time during the Proposal stage, evaluation stage, after award, or during the preparation of the Scope of Work shall a District employee or Council Member or appointed Authority, Committees or Commissions be in any way connected with the Proponent. Proponents are to include, with their initial Proposal, and at any subsequent time where requested to do so by the District, full details of any employee, person, firm or corporation that could be considered at conflict with the District.

7. CONFIDENTIALITY/FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Proponents are advised that parts or all of their Proposals may be subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act. Proponents who wish to ensure that particular parts of their proposal are protected from disclosure under this Act should specifically identify any information or records provided with their Proposals that constitute trade secrets, that are supplied in confidence and the release of which could significantly harm their competitive position. Proponents are responsible to review the Freedom of Information and Protection of Privacy Act for further information. Any contract entered between the District and the successful proponent will be publicly available.

8. 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. Further, the Proponent acknowledges and agrees not to seek judicial review of any decision made by the District in relation to the selection of any Proponent. The Proponent, by submitting a Proposal, waives any and all such claims.

9. OWNERSHIP OF DOCUMENTS

All documents and materials submitted in response to this RFP shall become the property of the District.

10. GIFTS AND DONATIONS

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

11. INSURANCE & WORKSAFEBC

The Successful Proponent must indemnify the District 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 District.

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

The Proponent shall obtain and continuously hold for the term of the Contract, insurance coverage with the District listed as "Additional Named Insured" the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$5,000,000 per occurrence
- Vehicle Third Party Liability – not less than \$2,000,000 per occurrence
- Error & Omissions Insurance – not less than \$500,000 per occurrence

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any Contract entered into from this process.

12. NEGOTIATION DELAY

If a written Contract cannot be negotiated within thirty (30) days of notification of the Successful Proponent, the District 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.

13. EXECUTION OF CONTRACT

If the offer contained in this proposal is accepted, upon being advised that the performance Contract is available, the Proponent will obtain the performance Contract, and will execute and identify the documents in a form and manner acceptable to the District and will deliver the same within Thirty (30) days from the time when the same are available, delivered or mailed to the Proponent.

14. 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 District 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 District shall be null and void and the District shall be free to select an alternate solution of its choosing.

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 his/her 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.

15. SUB-CONTRACTING

Using a Subcontractor (who should 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 should be prepared to take overall responsibility for successful interconnection of the two product or service lines and this should be defined in the proposal.

Subcontracting 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 proposal.

16. LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, 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.

17. AGREEMENT WITH TERMS

By submitting a proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do otherwise will invalidate the proposal.

18. USE OF REQUEST FOR PROPOSAL

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

19. SPECIAL CONDITIONS

- (a) A qualified proposal is one which meets the needs and specifications of the District, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the District.
- (b) The District will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the District, specifications, terms and conditions and price. The District will examine all proposals and recommend which proposal is in the District's best interest.
- (c) A proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified proposals.
- (d) The District reserves the right to cancel this RFP at any time.
- (e) If the item(s) supplied by the Consultant and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Consultant.

- (f) Protection of District Against Patent Claim - The Successful Proponent shall hold and save the District, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted or un-copyrighted composition, secret or other process, patented or unpatented invention, articles or appliance manufactured or used in the performance of this contract, and/or used or to be used by the District before or after completion of the work unless otherwise stipulated in this contract, and if the Successful Proponent shall fail to save harmless the District, its officers, agents, servants, or employees in manner aforesaid, any money collected from the District, its officers, agents, servants, or employees by reason of such failure shall be charged to the Successful Proponent.
- (g) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Consultant for the benefit of the District as a result of the provision of the Services (the "Material") may be used by the District as part of its operations associated with the Materials provided.

All Material shall be transferred and delivered by the Consultant to the District following the expiration or sooner termination of this Agreement, provided that the District may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the District of all or any part of the Material in which event the Consultant shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the District.

The Consultant agrees that the District will own all of the Material and the Consultant irrevocably assigns to the District all of the Consultant's title in the Material. The Consultant retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Consultant and (a) used by the Consultant to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").

APPENDIX "A"

PROPOSAL SUMMARY AND SIGNATORIES

I/We have read and understood, having carefully examined the Request for Proposal, including any and all Addenda, for the above stated project.

Proponents Business Name: _____

Address: _____

Authorized Signature(s):

<u>Signature</u>	<u>Name</u>	<u>Title</u>

Date: _____

Telephone Number/Facsimile: _____

Email Address: _____