



City of  
Richmond

**Request for Proposal**  
Finance and Corporate Services Department

## **Contract 5046P**

### **Provision of Recruitment Advertising**

#### **1. Introduction**

- 1.1 The City of Richmond (the “City”) proposes to engage the services of an agency for the provision of placement of its online recruitment advertising for a 3 (three) year contract, with an option to extend for 2 (two) additional 1 (one) year terms upon mutual agreement.
- 1.2 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

#### **2. Definitions**

- a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
- c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this Request For Proposal;
- d) “Contractor” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
- e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced
- g) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “Response” means the same as “Proposal” or “Submission”;
- n) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) “Services” means the same as “Work”;
- p) “Successful Proponent” means the same as “Contractor” and;
- q) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

### 3. Key Dates

- 3.1 In order to assist Proponents, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

1. RFP issued	January 7 <sup>th</sup> , 2014
2. Inquiries received up to	January 20 <sup>th</sup> , 2014
3. Closing Date for submission of Proposals	January 28 <sup>th</sup> , 2014
4. Evaluation and Award	February 2014

### 4. Submission Details

- 4.1 2 (two) hard copies, and 1 (one) additional electronic copy (on a CD ROM or memory stick) of Proposals marked “5046P – Provision of Recruitment Advertising” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, 3:00pm local time January 28<sup>th</sup>, 2014.
- 4.2 Submissions received after this time may, at the City’s discretion, be returned to the sender unopened.
- 4.3 Hard copy and electronic copy submissions should be identical to each other and in the same file format (i.e. Excel, word).
- 4.4 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.5 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.6 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 4.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages

(including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

## 5. Enquiries and Addenda

- 5.1 Clarification of terms and conditions of the RFP document and RFP process and all other inquiries shall be directed to:

Julia Turick  
Buyer II  
Purchasing Section  
City of Richmond

mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:

- a) City: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid:  
<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

- 5.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.

- 5.5 The deadline for inquiries for this RFP is 5:00 p.m., local time on January 20<sup>th</sup>, 2014. The City reserves the right not to respond to inquiries received after this deadline.

- 5.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

## 6. Project Background

- 6.1 The City promotes a supportive environment for growth and continuous improvement of our staff, fostered by our collective strengths and creativity. Our mandate is to be the most appealing, livable, well-managed community in Canada, a goal that is only made possible by developing our most valuable asset – our people.
- 6.2 Our workforce includes over 1,800 people employed at a variety of locations throughout Richmond including City Hall, the City Works Yard, Recreation and Cultural facilities, RCMP and Fire Halls. City staff hiring is coordinated by the City of Richmond's Human Resources Division.
- 6.3 The City is a values based organization and our core values define our culture, represent our collective conscience, and define the basic principles by which we operate at the City. They govern the way we make decisions, guide us as we interact with our community, and shape our unique workplace environment.
- 6.4 Our Core Values

*From senior management to auxiliary staff, these values are the lifeblood of the City of Richmond, and we do our best to maintain them through policy and practice every day. Our Corporate Values define our Corporate culture, how we interact with each other and perform our duties at work. Our values are "PIVOTal" to our success.*

*PEOPLE means: Our strength lies in our people. They are our #1, most important resources. We are fair, respectful, supportive and inclusive.*

*INNOVATION through Collaboration means: Imagination is widely distributed; Innovation is key to our success. We must work collaboratively, both internally and externally, to be innovative, responsive leaders in municipal government services in a rapidly changing world.*

*VISION means: The vision empowers us. It provides purpose for people's work, and helps us to focus on what matters. We prioritize and say "no" when necessary, to maintain this focus.*

*OUTSTANDING RESULTS means: Plain and Simple. We strive for outstanding results, always, from all parts of the organization. You have to, to be the best as our vision states.*

*TEAM means: We are "One Team"; There are no silos. We succeed, learn and work together to achieve our common vision.*

- 6.5 The City's preferred advertising medium for its recruitment needs is online, whether this be through:
- a) Traditional job board postings
  - b) Niche websites
  - c) Association e-blasts
  - d) Creating an online recruitment presence/forum to engage candidates.
- 6.6 The City may require print advertising on an as needed and requested basis.

## **7. Project Objectives**

- 7.1 The Project's objectives are to:
- a) Select a qualified Proponent as the City's recruitment advertising agency to ensure consistent branding of its corporate values; and,
  - b) Capitalise on the Agencies experience and expertise in purchasing recruitment advertising space.
- 7.2 The City has online recruitment advertising templates that align with its brand and help to share its message with prospective staff, as well as others in our communities. Establishing a prequalified Agency is a key component for the City to uphold brand integrity and maintain brand consistency in all City recruitment advertising.
- 7.3 This will assist with coordinating the City's varied recruiting advertising efforts, potentially realizing cost savings in recruitment advertising by achieving economies of scale both for the City at large, and for individual departments.
- 7.4 Additional benefits include assisting the City efficiently track recruitment advertising spending and the ability to provide departments a supplier with expertise in recruitment advertising to handle their media buying, thereby enabling the department to streamline their processes and be more efficient.

## **8. Deliverables**

- 8.1 The successful Respondent shall provide the following services and deliverables as directed and approved by City representative:
- a) Purchase advertising space online for the City on an as and when requested;
  - b) Advertise City positions using the approved recruitment ad artwork templates;
  - c) Tailor the provided City advertising template artwork for particular opportunities while upholding City brand standards;
  - d) Discuss any recommendations for template modifications with Human Resources prior to making adjustments;
  - e) Make recommendations for advertising placements that will reach suitable candidates;
  - f) Appoint a designated representative for the account; and,
  - g) Assist in providing services cost-efficiently and within specific deadlines.

## **9. Project Budget**

- 9.1 For information purposes only, annual spend on recruitment advertising is estimated at \$40,000 CAD, including all applicable taxes. The City makes no guarantees on future annual spend. The City cannot and will not make any firm financial commitments or volume guarantees.

## **10. City Provided Items**

- 10.1 In order to complete the requirements, the City will provide the Consultant with the following items or services:
- a) Print advertising templates.
  - b) Online advertising templates.
- 10.2 Any and all expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

## **11. Submission Format**

- 11.1 Responses submitted should be no more than 20 (twenty) pages (10 double sided cumulative) in length, not including appendices, and should adhere to the following structure – including section title and order as indicated below:

### **SECTION A: Cover Letter and Executive Summary**

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.
- b) The executive summary should provide a synopsis of your overall approach and key points in your Proposal.

### **SECTION B: Table of Contents**

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

### **SECTION C: Experience, Reputation, Capacity, Team Composition and Resources**

- a) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.
- b) Provide sufficient information about your company that includes, but is not limited to the following:

#### Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.
- ii. Any other name(s) Proponent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable; number of employees;

- iv. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- v. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing the types of services required by this RFP;
- vi. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- vii. An organization chart of the Proponent's organizational structure as this will relate to the Proponent's team members that will be assigned to perform the services under this Contract. This should include the Proponent's internal reporting structures;
- viii. Team Composition and Account Management – provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
  1. A list of all personnel assigned to this project:
    - a. A brief resume identifying each individual's qualifications and experience.
    - b. Number of years each individual has worked for the company and specific projects worked on.
  2. A description of available support staff and firm resources.
  3. Confirmation of the availability of the key staff during the required time frame.

#### Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience, capacity, and resources which they feel would be informative and beneficial to the City.

#### Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services.

Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

#### **SECTION D: TECHNICAL INFORMATION**

- a) In this section Proponents should provide:

##### Part 1: Methodology, Work Plan and Schedule

- i. In this section, include turnaround times for ad placement and time requirements.
- ii. List the City's staff, and time requirements of each that would be required to participate during the performance of the Services.
- iii. A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project (including background, objectives and scope), the Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology;
- iv. Provide high-level recommendations on a wide range of media channels, off and online, based on knowledge and understanding of our target audiences.
- v. Provide information on any value added services that your company can provide that may compliment or enhance our requirements.

##### Part 2: Applicable Standards

- i. Proponents should reference all applicable standards to be used in determining and completing their methodologies. If there are any standards specific to the Proponent's firms (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.

#### **SECTION E: FINANCIAL**

- a) Respondents should complete Appendix One - Fee Schedule, Online Media Postings.

- b) Respondents should be able to provide information regarding buying power, volume discounts, opportunities for savings and their service charge percentage.
- c) Additionally, in this section Proponents should:
  - i. Provide a separate detailed listing of anticipated disbursements and expenses;
  - ii. Confirm that all invoices will be in Canadian Funds;
  - iii. Confirm payment options for the City; and
  - iv. Include any cost saving strategies that will benefit the City.

**SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE**

- d) In this section Proponents should provide:
  - i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
  - ii. Confirmation of Required Insurance (See section 9.1 of [http://www.richmond.ca/\\_shared/assets/General\\_Conditions\\_for\\_Consulting\\_Services\\_Provided\\_to\\_the\\_City28608.pdf](http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf))
  - iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

**12. Evaluation of Proposals**

- 12.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include 3<sup>rd</sup> party consultants.
- 12.2 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 12.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, including but not limited to contacting references, verifying statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

- 12.4 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) Understanding of project objectives/outcomes and vision;
  - b) Quality of proposed methodology, work plan and schedule (including time and resource impact to City staff) and strategy for sequencing of the Work;
  - c) Capacity of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work. In addition, the City will place consideration on the Proponent's:
    - 12.4.c.1 Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Work;
    - 12.4.c.2 Account management including the ability to communicate and work effectively with the City, and its stakeholders;
    - 12.4.c.3 Quality of references;
    - 12.4.c.4 Previous experience with similar type projects.
  - d) Fee allocation to tasks and value for money; and,
  - e) Clarity and brevity of the Proposal.
  - f) Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 12.5 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 12.6 Reference checks may also be conducted by the City.
- 12.7 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.

- 12.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

### **13. RFP Process**

- 13.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
  - b) accept a Proposal which is not the lowest cost Proposal;
  - c) accept all or any part of a Proposal;
  - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
  - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
  - f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
  - g) cancel the RFP process at any time and reject all submissions;
  - h) not accept any Proposal in response to this RFP;
  - i) reject a Proposal even if it is the only Proposal received by the City;
  - j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
  - k) reject or accept any or all Proposals at any time prior to execution of a Contract;

- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

13.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

#### **14. Negotiations**

14.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- c) specific contract details as deemed reasonable for negotiation by the City.
- d) structure of the Consultant team and participants

14.2 If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enters into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

#### **15. Working Agreement**

15.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this RFP and the Successful Proponent's Submission and any negotiated modifications thereto.

#### **16. Award of Contract**

16.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

16.2 No Contract will be formed, with any Proponent, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Proponent). The City is not obligated to any Proponent in any

manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.

16.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions;
- b) Or any mutually agreed to amendments between the Proponent and the City;
- c) The Proposal; and
- d) The RFP and any subsequent addenda.

16.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.

16.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

## **17. Publication of the Results of this Request for Proposal**

17.1 The City will publish the name of the successful Proponent on the websites listed in section 5.3 . No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

## **18. General Terms of this Request for Proposal**

18.1 All Proposals shall remain open for a minimum of 90 (ninety) days after the Closing Time, whether or not another Proposal has been accepted.

18.2 The City reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.

18.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a

proposal each proponent shall be deemed to have agreed that it has no claim.

- 18.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 18.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 18.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 18.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 18.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 18.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **19. Ownership of Proposals**

- 19.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

## **20. Conflict of Interest**

- 20.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or

appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.

- 20.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

## **21. Confidentiality**

- 21.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 21.2 The Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant and the City.

## **22. No Lobbying**

- 22.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 5.1 .

## **23. Information Disclaimer**

- 23.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 23.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

- 23.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 23.4 While the City has made 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 the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

#### **24. Freedom of Information and Protection of Privacy Act (BC)**

- 24.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (*British Columbia*), which imposes significant obligations on the City's Consultants to protect all personal information acquired from the City in the course of providing any service to the City.





