

RULES FOR PARTICIPATION AND INSTRUCTIONS TO RESPONDENTS

- 1 RIGHT TO RETAIN OTHER COMPANIES** - The RDCK reserves the right to retain other companies in its sole discretion if deemed in the RDCK's best interest.
- 2 OWNERSHIP OF RESPONSE AND PROTECTION OF PRIVACY** - All Responses to this RFPQ become the property of the RDCK. By submitting a Response, the Respondent agrees the RDCK has the right to copy the Response Documents. Responses will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Response under that Act. Further, the RDCK may disclose all or part of any Response to the RDCK Board of Directors or a delegated governance body of the RDCK.
- 3 EXAMINATION OF DOCUMENTS** - The Respondents must carefully examine the RFPQ and addenda. The Respondent may not claim after the submission of a Response that there was any misunderstanding with respect to the requirements and conditions imposed by the RDCK.
- 4 NO REPRESENTATION OR WARRANTY** - By submitting a Response, a Respondent acknowledges and agrees that the RDCK makes no representation or warranty regarding the correctness, sufficiency or representativeness of any information furnished or made available to the Respondent, including without limitation, information relating to the current conditions affecting, or which could affect, the provision of Work, and that the RDCK shall not be responsible for any interpretation, conclusion or deduction made or drawn by a Respondent from any information furnished or made available by the RDCK to the Respondent.
- 5 RESPONDENT QUESTIONS AND CLARIFICATION** - Prior to submitting their Response, the Respondent must seek clarification from the RDCK for any items within the RFPQ documents that may appear to be unclear or conflicting, or otherwise requiring the attention of the RDCK. The Respondent must satisfy themselves as to the quantities and nature of the Work to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Response. Queries and requests for clarification are to be submitted as per the instructions in the RFPQ Key Information section. The RDCK shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all by issue of addenda posted on the RDCK's website. No oral conversation will affect or modify the terms of the RFPQ.
- 6 ADDENDA** - Respondents are required to check the RDCK's website for any updated information by the RFPQ closing date. Upon submitting a response to this RFPQ, Respondents are deemed to have received all Addenda posted on the RDCK's website and deemed to have considered the information for inclusion in their submission. Should there be any discrepancy in the RFPQ documentation provided, the RDCK's original file copy shall prevail.
- 7 RFPQ CLOSING DATE AND TIME** - Responses will be received on or before the closing date indicated in the Key Information section of the RFPQ document.
- 8 INSTRUCTIONS FOR RESPONSE SUBMISSIONS** - Responses must be submitted following the instructions in the RFPQ Key Information section. A Response will be deemed to have been successfully received when the Respondent receives an on-screen confirmation and/or confirmation email from BC Bid indicating that the submission has been received by the system prior to the Closing Time. The RDCK is not responsible for incomplete, late, or failed submissions due to technical issues, including but not limited to internet connectivity, file upload errors, or delays within the BC Bid system. Respondents are

solely responsible for ensuring that their Response is fully submitted and received by BC Bid before the Closing Time.

- 9 NO LOBBYING** - Subject to communications and dealings with the RDCK as expressly provided for in this RFPQ, the Respondents must not communicate directly or indirectly with any employee or representative of the RDCK, including the Qualifications Review Committee and any elected officials of the RDCK, in respect of this RFPQ other than as expressly directed or permitted by the RDCK.
- 10 NO COLLUSION** - Each Respondent, by submitting a Response, represents and warrants that its Response has been prepared without collusion with any other Respondent, and in particular the elements of its Response have been arrived at independently and without discussion with any other Respondent, and the Respondents will refrain from any such collusion or discussion during the entirety of this RFPQ process.
- 11 NO CONTRACTUAL OR LEGAL OBLIGATION** - This RFPQ is not a formal tendering process, and gives rise to no contractual, tort or other legal obligations or duties whatsoever owed by the RDCK, or any other individual, officer or employee of the RDCK to any Respondent. By issue of this RFPQ document, the RDCK intends to reserve itself to absolute and unfettered discretion to invite, consider and analyze Responses and select preferred Respondent(s). The RDCK has no legal or other duty or obligation to a Respondent to:

 - (a) invite any one or more Qualified Respondent to participate in a subsequent competitive Solicitation process relating to the procurement of a contract by the RDCK; or
 - (b) Award, or enter into, a contract or agreement, with any one or more of the Respondents.
 - (c) Without restricting the generality of the foregoing, no contractual relations shall arise or otherwise exist between the RDCK and a Respondent or Respondents as a result of a Response or any course of dealings between a Respondent and the RDCK prior to a Contract being entered into and approved by the RDCK.
- 12 RIGHT TO MODIFY OR CANCEL RFPQ** - The RDCK reserves the right to modify the terms of the RFPQ or cancel the RFPQ at any time. The RDCK shall issue an addendum to this RFPQ identifying any modifications to the RFPQ.
- 13 SUBSEQUENT PROCUREMENT PROCESS AND PROJECT DEVELOPMENT** - Each Respondent, by submitting a Response, acknowledges that the information in this RFPQ is preliminary and subject to further development, refinement, revision, and approval prior to issuance of any subsequent procurement documents. The RDCK reserves the right, in its sole discretion, to change any aspect of the Project or procurement process before issuing any subsequent solicitation documents.
- 14 NO CLAIM** - Each Respondent, by submitting a Response, irrevocably waives any claim, action, or proceeding including without limitation any judicial review or injunction application, against the RDCK or any of the RDCK's elected officials, employees, advisors or representatives, for damages, expenses or costs including costs of Response preparation, cost of participation in the process, loss of profits, loss of opportunity or any consequential loss. Without limiting the foregoing, the Respondent specifically agrees that it will have absolutely no claim for damages, losses, expenses or relief of any kind whatsoever and however arising against the RDCK or any of its employees, advisors, agents or representatives or members of the Qualifications Evaluation Committee whether arising directly or

indirectly as a result of the breach by the RDCK, or any of its employees, agents, consultants or the Qualification Review Committee of any duty in law or in equity and, without limitation, a duty of fairness or good faith, any express or implied contractual duty or any equitable duty owed by the RDCK, its employees, advisors, agents or consultants to a Respondent in relation to this RFPQ, and without limiting the foregoing, arising in circumstances in which the RDCK:

- (a) Fails or refuses to evaluate a Response, or a part of a Response;
- (b) Qualifies any one or more Respondents;
- (c) Does not apply properly, or at all, any or all evaluation criteria;
- (d) Does not enter into negotiations or enter into an agreement or agreements with a Respondent or Respondents;
- (e) Suspends, cancels or in any way modifies the RFPQ or the RFPQ Documents;
- (f) Accepts a non-compliant Response.
- (g) Removes a Respondent from or adds to the List at any time; and
- (h) Fails or refuses to invite a Respondent to submit a tender, Response or other response in relation to a future procurement process initiated by the RDCK.

- 15 NO ASSIGNMENT** - Under no circumstances may the Respondent assign any rights to any other party. Joint submissions must identify a prime Respondent that will assume responsibility for the Response.
- 16 CONFIDENTIAL INFORMATION** - The information provided by the RDCK or its representatives to a Respondent during or in connection with the RFPQ and any resulting contract is confidential and shall not be disclosed without the prior written approval of the RDCK.
- 17 ONGOING CONFIDENTIALITY OBLIGATIONS** - It is understood and agreed between the Respondent and the RDCK that the reciprocal obligations of confidentiality contained in this RFPQ will remain in force and will continue to bind the parties, notwithstanding the completion, suspension or termination of this RFPQ process.
- 18 PUBLIC ANNOUNCEMENT AND APPROVALS** - It is understood and agreed between the Respondent and the RDCK that any party who wishes to make a public announcement of any kind relating to the RFPQ process or its dealings with the RDCK in connection with this RFPQ must first seek the approval of the RDCK by providing to the RDCK, no less than seven (7) days prior to the public announcement, a final copy of any and all proposed press releases, advertising and sales promotion material.
- 19 GOVERNING LAWS** – This RFPQ and all disputes concerning the interpretation, application or implementation of this RFPQ and any resulting process which may be issued by the RDCK shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.