City of Coquitlam
Instructions to Proponents

1. **Definitions**
   "City" means the Corporation of the City of Coquitlam and its employees and agents.
   "Contract" means the City Purchase Order or Purchase Contract issued to the successful Proponent selected to provide the goods and services.

2. **"Proponent" "Respondent" means a company that submits a response to a RFx.**
   "Proposal" "Response" means the information submitted by a company in response to a RFx.
   "RFx" means the Request For Proposals, Request For Information and Qualifications or Request For Information including all drawings, appendices, figures, schedules and addenda issued by the City.
   "Services" means the goods and services required for the fulfillment and completion of the Contract as described in a RFx.
   "Consultant" "Contractor" "Vendor" "Supplier" means the person, firm or corporation that the City enters into Contract for the provision of goods and services.

3. **Freedom of Information and Protection of Privacy Act**
   Information received by the City will be held in confidence and will become the property of the City. The City is, however, bound by the provisions of the Freedom of Information and Protection of Privacy Act, and all parties are advised that Proposals will be treated as public documents and their contents may be disclosed, if required to do so pursuant to the Act.

4. **Questions and Clarification**
   Questions and requests for clarification are to be submitted through the bidding system as per the dates in the RFx documents. The City shall determine, at its sole discretion, whether the question or request for clarification requires a response, and such responses will be made available to all by issue of addenda posted on the bidding system. No oral conversation will affect or modify the terms of the RFx.

5. **Addenda**
   Respondents are required to check the City's bidding system for any updated information related to the RFx. Upon submitting a response to the RFx, Respondents are deemed to have received all addenda posted on the bidding system and deemed to have considered the information for inclusion in their Submission. Should there be any discrepancy in the RFx documentation provided, the City's original file copy shall prevail.

6. **RFx Closing Date and Time**
   Proposals and responses will be received on or before the closing date indicated in the RFx document.

7. **Instructions for Proposal Submission**
   Proposal submissions are to be submitted through the bidding system. Hard copy submissions are not permitted. The bidding system will provide onscreen confirmation and an email to the bidder advising that the bid has been received successfully. Late bids are not accepted by the bidding system. The City reserves the right to extend the submission deadline due to technological delays. Proposals will not be opened in public.

8. **Conflict of Interest**
   Proponents should disclose in their Proposal any potential conflicts of interest and existing business relationships they may have with the City, its employees or elected officials.

9. **Solicitation of Council Members and Staff**
   Proponents will not contact any member of the City Council or staff with respect to the RFx at any time prior to the award of a contract or the termination of the RFx other than as permitted as an enquiry identified in the RFx. The City may reject the Proposal of any Proponent that makes any such contact.

10. **No Contract**
    The RFx process is not a tender process. The RFx is not intended to create a contractual relationship between the City and a Proponent. By issue of the RFx, the City intends to reserve itself to absolute and unfettered discretion to invite, consider and analyze Proposals, select preferred Proponent(s) and negotiate with or issue an RFx to the preferred Proponent(s) or cancel the RFx process as the City considers desirable. No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFx documentation or by submission or consideration by the City of any Proposal.

11. No Subletting

Under no circumstances may the Proponent assign any rights to any other party. Joint submissions must identify a prime Proponent that will assume responsibility for the Proposal as well as for the professional standards, actions and performance of Proponents if awarded the services. Services or any part thereof may not be subcontracted, transferred, or assigned to another firm, person, or company without prior written authorization of the City.

12. No Claim

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of submitting a Proposal in response to a RFx, including accepting a non-compliant bid, and by submitting their company's information, each Proponent agrees that it has no claim.

13. No Obligation

The City reserves the right to accept or reject any or all Proposals. The City reserves the right to cancel a RFx at any time and for any reason and will not be responsible for any loss, damage, cost or expense incurred by any Proponent as a result of cancellation.

14. Proponent Expenses

The City will not be responsible for any costs incurred by a Proponent in the preparation of a Proposal and for any time expended in any subsequent negotiations and demonstrations, if any. The City will not be liable to any Proponent for any claims, whether 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.

15. Examination of Proposal Documents and Worksite

The Proponent must carefully examine the RFx documents and worksite. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in the RFx document(s), site visit(s) and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

16. Liability for Errors

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

17. Evaluation Criteria

Proposals will be evaluated according to the evaluation criteria stated in the RFx.

18. Evaluation and Selection Process

The evaluation team will review the Proposals and score them based on the evaluation criteria stated in the RFx. The City reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. The City may compare Proposals to select the one that is most advantageous. The City may at its discretion, interview one or more Proponents or request demonstrations, clarifications or additional information from a Proponent with respect to any Proposal. The City may use that information to score the evaluation. The City reserves the right to check references on other projects, even if they are not specifically listed. The evaluation will be confidential and no unit prices, rates or scores will be released to any of the Proponents.

19. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services (including pricing to meet budget) with the Proponent or any one or more Proponents, proposing the "best value" without having any duty to advise any other Proponent or to allow them to vary their Proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the successful Proponent proposing the "best value", without liability to Proponents who are not awarded the contract.

20. Acceptance of Proposals

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel the RFx or accept the Proposal deemed most favourable in the interest of the City that provides best value. The City reserves the right to cancel the RFx at any time without recourse by the Proponent. The City has the right to not award for any reason. No alterations, amendments or additional information will be accepted after the closing date unless invited by the City. By submission of a Proposal, Proponents agree the City may disclose the name of the Proponent and total value of the awarded amount of Contract. Should a proposal be accepted by the City, a purchase contract or purchase order will be issued to the successful Proponent.

21. Withdrawal of Proposal

Proposals may be withdrawn in the bidding system prior to the Closing Date and Time.

22. Litigation

The City may, it its absolute discretion, reject a Proposal if the Proponent, or any officer or director has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent. In determining whether or not to reject a Proposal, the City will consider whether the litigation is likely to affect the Proponents ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Proponent.

23. Award to Multiple Proponents

The City reserves the right to award sections of work to separate Proponents to obtain best value.

24. Award

Notification of award will be made by issue of a City Purchase Order or Purchase Contract sent by email. Unless superseded by another form of executed contract, the City of Coquitlam's Standard Terms and Conditions would apply to the contract and are posted on the City's website and will incorporate by reference the RFx documents, including any subsequent addenda, clarifications and further correspondence.

- Standard Terms and Conditions - Purchase of Goods and Services, or
- Standard Terms and Conditions - Consulting and Professional Services

25. Extension of Offer

Proponents agree to allow other local public agencies with similar needs within British Columbia to participate in the contract. Additional participating agencies may opt to enter into a contract with the successful Proponent for the purchase of the goods and services described in the RFx based on the terms, conditions, prices and percentages offered by the Proponent to the City of Coquitlam with possible minor changes negotiated. This is intended to be a means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the successful Proponent.

26. Law

The RFx process will be conducted in accordance with any applicable legislation and trade agreements and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

27. Request for Debrief

Upon request, unsuccessful companies may request a debrief with City staff regarding their Proposal by sending an email to: bid@coquitlam.ca The City will not provide information regarding other company's Proposal submissions.

Contact
Office of the Manager Procurement
T 604.927.3037
E: bid@coquitlam.ca

Mailing Address
City of Coquitlam
Attn: Manager Procurement
3000 Guildford Way
Coquitlam, BC V3B 7N2