



LEARNING BY NATURE

Request for Proposals

BC Parks Foundation is seeking a general contractor to work with school boards across the Province of British Columbia to design and install 25 Nature spaces between 2025 and 2027.

Issue Date:	December 18 th 2024
Closing Date and Time (Pacific Time):	January 20 th 2025 11:59pm
Delivery of Submissions	
Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules. Include the opportunity description in the subject line of the email. learning@healthybynature.ca	

Official Contact
Laura Hergott laura.bergott@bcparksfoundation.ca Enquiries related to this RFP may only be directed in writing to the Official Contact using the email address identified. Information obtained from any other source is not official and should not be relied upon. Enquiries Deadline: Suppliers should send questions to the Official Contact before January 10 th 2025. Questions received after the deadline may not be answered.

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1. Summary of the Opportunity

1.1 Background

BC Parks Foundation’s Learning By Nature initiative intends to ensure that all public schools in British Columbia have high quality ‘Nature spaces’, starting with an initial phase of 25 sites that are the subject of this RFP.

The General Contractor will consult and co-create with the school boards to develop and build the 5 primary hubs and 20 secondary sites.

Interested suppliers and Proponents should carefully review the entire RFP, including all appendices.

1.2 Scope

a) The General Contractor will establish 5 Hub locations within the identified school boards. In addition, 20 Secondary sites within 100KM of hubs will be developed. The General Contractor will work within the allocated budget and menu of features to install and warranty the five regional hub sites by September 26th 2025 and the 20 secondary sites by September 25th 2027.

Area of Work	2025	2026	2027
Community Engagement	15 onsite Consultation days Monthly virtual dialogues	30 onsite Consultation days Monthly virtual dialogues	30 onsite Consultation days Monthly virtual dialogues
Installation Hub spaces up to \$200,000 cost Secondary spaces up to \$100,000 cost	5 Hubs nature spaces 5 Design Drawings including Shelter Selected Menu features	10 secondary nature spaces 10 Design Drawings including Selected Menu features	10 secondary nature spaces 10 Design Drawings including Selected Menu features
Mentorship	5 Maintenance plans 5 Education activity plans	10 Maintenance plans 10 Education activity plans	10 Maintenance plans 10 Education activity plans
Report Card	5 Base line assessments 1 Impact report	10 Base line assessments 1 Impact report	10 Base line assessments 1 Impact Report

b) In the development of each site, the General Contractor will provide;

- Design Consultation with Community
- Baseline Assessment (Soil, Water, Biodiversity, Shade)
- A menu of installation features
- Outdoor Classroom features
- Monitoring technology

- c) The General Contractor will need to meet Sustainability & Environmental Standards as outlined in Appendix A Section 2.4.
- d) This initiative is designed to provide significant support to participating schools and school boards. The General Contractor will provide support for schools as follows:

Facilities Onboarding: The General Contractor will support development of a comprehensive design, sustainability, and maintenance plan for each site.

Long-Term Sustainability: The General Contractor will include in their proposal the Student and Community Engagement & Stewardship Program activities outlined in Appendix A Section 2.2. These deliverables should include coordination with school boards to provide mentorship sessions for teachers and school facilities staff, environmental and educational research data collection, ongoing maintenance, project monitoring, and an annual review process.

Liability and warranty: The General Contractor will warranty the Nature spaces for minimum 2 years. BC Parks Foundation will work with BC School Protection Plan and the General Contractor to ensure the Nature spaces meet standards for coverage.

Recognition and Awards: The General Contractor will work with BC Parks Foundation to recognize schools, teachers and students for their excellence in environmental education, with a nomination process for provincial and national awards.

1.3 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including appendices, Addenda and the included RFP process rules.

1.4 Submission of Proposals

Proposals must be received before the Closing Date and Time at the Closing Location using the permitted submission methods specified on the cover page of this RFP. Further details found in Appendix 3.2.

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated.

For Proposals submitted by e-mail, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time.

1.5 Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with BC Parks Foundation on substantially the

same terms and conditions and such other terms and conditions to be finalized to the satisfaction of BC Parks Foundation, if applicable.

Any form of Contract will also require Contractors to comply with BC Parks Foundation policies, as they may be established and or updated from time to time.

1.6 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit BC Parks Foundation in any way to award a Contract.

1.7 Enquiries to Official Contact

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the email address identified, who (subject to the Enquiries Deadline), will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Despite the foregoing, BC Parks Foundation may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part.

1.8 Requirements

Proponents should ensure that they comply with all mandatory requirements and to fully respond to all other requirements in the RFP in order to receive full consideration during evaluation. Please see Appendix A Sections 2.5-2.7 related to evaluation and criteria.

2. Appendix A: Supplementary Information

2.1 Background

This project will establish Nature spaces including the planting of trees and shrubs, and outdoor classrooms across British Columbia through a **hub-and-spoke model**, where five regional school boards will serve as **centres of excellence**. This work will provide a foundation for stakeholder discussions, positioning the project as a catalyst for positive environmental, social, and educational change across the province.

The Learning by Nature initiative will create gateways for children to access nearby nature and develop appreciation for the **role of protected areas** in healthy ecosystems and the environment. Through community **consultation and co-creation** the Nature spaces will integrate sustainable and regenerative practices, and will ensure that the school communities take ownership of their environmental impact, fostering mutually beneficial relationships between local suppliers, the educational sector, and a brighter future for species and habitats. Identification of potential funding opportunities to scale the initiative are encouraged.

The 25 communities involved will advance **environmental stewardship** and education and in doing so support local **Indigenous and female-led businesses**, creating a lasting sustainable impact on both the local economy and the environment. The five regional hubs will foster a deeper connection between school communities and the environment by engaging students in **stewardship programs**. These will include on planting and maintaining living, forested outdoor classrooms in their school grounds.

The General Contractor (with the support of BC Parks Foundation) will consult and co-create with the school boards to develop and build the five primary hubs and 20 secondary sites. They will also coach the five regional hubs and support them in becoming focal points for sustainability efforts, teacher mentorship, and community engagement, creating and supporting a sustainable network of school communities actively involved in environmental stewardship, nature appreciation and ecological regeneration.

2.2 Areas of Work

The general contractor will be responsible for overall project management and delivery of the four areas of work outlined below. Proposals should clearly demonstrate applicants' methodology and experience in each area. Applicants should also describe their proposed project management strategy with specific reference to budget, time and risk management.

- **Community Engagement:** The General Contractor will work with each of the 25 communities through in person and virtual dialogue to facilitate an engagement program, where students and school administrative and maintenance staff are actively involved in designing, planting and maintaining their living outdoor

learning environment. Students will learn outdoors, and teachers will be trained on how best to utilize the outdoor learning environments.

- **Installation:** Nature spaces in 5 hub and 20 secondary locations. The General Contractor will work within the allocated budget and 'menu' of features to install and warranty the five regional hub sites by September 26th 2025 and the 20 secondary sites by September 25th 2027.
- **Stewardship Programs:** The General Contractor will work with BC Parks Foundation and five hub schools to establish stewardship programs, fostering a strong connection between the school community and the Nature spaces, ensuring long-term maintenance and educational opportunities.
- **Provincial Report Card:** Schools participating in this work will track environmental indicators including biodiversity air, water, and soil quality. The General Contractor will work with BC Parks Foundation and the 25 communities to collect and collate data, including students and teacher surveys and Environmental Impact Monitoring in order to produce an impact report for the project.

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

2.3 BC Parks Foundation Responsibility and Mandate

BC Parks Foundation is an independent Charity established to pursue our vision of a connected system of parks and Indigenous protected areas that is cared for, resilient, and full of life, generating jobs, wealth and other benefits for people and other species.

Our mission is to create the greatest system of parks and Indigenous protected areas in the world.

Our objectives pursue our vision and goal in existing and proposed parks and Indigenous protected areas by:

Inspiring people's awareness and curiosity.

Enhancing cultural, physical, and other features that promote respectful and inclusive appreciation, enjoyment, and stewardship.

Catalyzing strategic resources, partnerships, and the world's most fantastic community of supporters.

Protecting and restoring ecological integrity and resilience.

Connecting with people's hearts, minds and senses.

Our vision is a world-class system of parks and Indigenous protected areas that is core to British Columbia's identity, economy, culture, and well-being. Its values, features, and experiences connect generations of people to themselves, friends, and family, making them feel healthy and alive. It generates long-term jobs, wealth, and other benefits,

particularly for local communities. It is an enduring source of stories, memories, cultural continuity, language, and wisdom for living.

A connected and resilient system of parks and Indigenous protected areas is also home to a diversity of healthy and abundant species and natural features. Its productive ecosystems continuously generate clean air, water, climate regulation, food and other benefits necessary to sustain health and life.

First Nations, governments, supporters, and visitors work together as part of a dynamic community that is recognized around the world for its innovation and authentic care for parks and Indigenous protected areas.

Parks and Indigenous protected areas are a deep source of pride and unity amongst all British Columbians. Each generation will pass them on to the next generation better than they received them.

2.4 Sustainability & Environmental Standards

- No more than 2% of any materials or surfaces on-site may contain petrochemicals, in line with strict environmental guidelines
- The temperature in the project area must drop by a minimum of 30% from pre-intervention levels to the first day after intervention
- Environmental Impact Monitoring: The project will track key environmental metrics such as soil health, heat island effect (before and after intervention), and a detailed 10-year and 50-year planting plan
- 100% Sustainably harvested, tracked, and verified wood
- 100% Locally sourced plant materials from within the province
- At least 30% of materials must be sourced from Indigenous or female-owned businesses
- 20% Materials from local 'post-consumer' sources, such as arborists and urban forestry
- Soil and quarry materials will be sourced from within an 80km radius
- FSC certified lumber replanting at site of harvest: Minimum ratio of 7:1
- Replanting at project site: Minimum ratio of 2:1

2.5 Evaluation

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

2.6 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The Proposal must be in English
The Proposal must be received at the Closing Location before the Closing Date and Time
The Proposal must comply with the Response delivery submission method requirements set out in the RFP cover page of this document and in accordance with Appendix B Section 3.2.
The Response must include a Submission Declaration signed by an authorized representative of the Proponent
Proposal Response must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal

2.7 Weighted Criteria

Proposals meeting all the mandatory criteria set out above will be further assessed against the following additional criteria.

Criteria
Team Qualifications and Experience
Quality of References - <i>Past 5 years</i>
Track record of completing projects on time and budget. Please provide a record of (on-time and budget) performance on your last ten projects.
Community Engagement - <i>Meaningful engagement measured both quantitatively and qualitatively</i>
Installation & Maintenance - <i>Innovation in plant material, surfacing, elements and menu of features, managing watering requirements</i>
Stewardship Programs - <i>Connecting protected area stewardship to school grounds across geography and culture</i>
Provincial Report Card - <i>At the intersection of environment, education and health outcomes</i>
Plan to address key obstacles - <i>Vandalism, liability, union rules, etc.</i>
Level of Insurance Coverages
Pricing - <i>Including rates and levels of administration and project management fees</i>
Level of warranty on materials and construction

2.8 Price Evaluation

Pricing information for each area of work (Student & Community Engagement, Installation, Stewardship Programs, Provincial Report Card) should be clearly identified in Proponent Proposals for each of the 5 hub locations and the 20 secondary sites.

2.9 Reference Check

BC Parks Foundation will conduct reference checks on the Proponent and, if applicable, any Proponent resources proposed by the Proponent.

The Proponent will provide referee information set out below for itself and for any Proponent resource (if applicable) that corroborates the relevant work experience.

References need to be from a referee that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of referee;
- b) Current contact name, position, mailing address, telephone number and email address of the referee; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable.

3. Appendix B: RFP Process Rules

3.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning.

“Addenda” means all additional information regarding this RFP including Amendments to the RFP.

“Amendment” means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended.

“Closing Date and Time” means the closing time and date for this RFP as set out in the general information section of the overview; and as initially set out on the cover page to the RFP.

“Closing Location” means, as applicable, the hard copy delivery location; email address.

“Contract” means a written agreement executed by BC Parks Foundation and the General Contractor as a result of this RFP.

“General Contractor” means the successful Proponent to the RFP who enters into a Contract with BC Parks Foundation.

“Enquiries Deadline” means the preferred cut-off date for supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.

“Issue Date” means the date the RFP was posted to BC Parks Foundation website and distributed by email.

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration.

“Official Contact” means the individual serving as the official RFP contact person for BC Parks Foundation; and as initially set forth on the cover page of this RFP.

“Proponent” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal, (see also “You” and “Your”).

“Proposal” means a written response to the RFP and includes the information and documentation, including the Appendix C Submission Declaration Form that is submitted by a Proponent (see also “Submission”).

“Request for Proposals” or “RFP” means this solicitation process, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by BC Parks Foundation by Addenda.

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“**Submission**” as used in the Submission Declaration related to this RFP has the same meaning as Proposal.

“**Tax Verification Letter**” means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a condition of Contract finalization, as described in Appendix B Section 3.21.

“**You**” and “**Your**” as used in the Submission Declaration Form related to this RFP has the same meaning as Proponent.

3.2 Submission of Proposals

- a) Proposals must not be sent in a manner not authorized by the RFP, except in the circumstances set out in the paragraph g) in this section below. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, BC Parks Foundation receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- b) For electronic submissions (email), the following applies:
 - i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Date and Time;
 - ii) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions. To reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email Proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
 - iii) For email Proposal submissions sent through multiple emails, BC Parks Foundation reserves the right to seek clarification or reject the Proposal if BC Parks Foundation is unable to determine what documents constitute the complete Proposal;
 - iv) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. BC Parks Foundation may reject Proposals that are

compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

- c) For Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in Appendix B Section 3.5, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.
- d) BC Parks Foundation strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before the Closing Date and Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- f) The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before the Closing Date and Time. If the BC Parks Foundation Electronic Mail System rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before the Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after the Closing Date and Time. If the Proponent receives any email confirmation from BC Parks Foundation that is associated with an email Proposal submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Proposal or other related submission has been made by the Proponent or received by BC Parks Foundation.
- g) An alternate submission method not initially permitted by the RFP may be made available, at BC Parks Foundation's discretion, before the Closing Date and Time, and it is the Proponent's sole responsibility for ensuring that a complete Proposal (and all attachments) submitted using an approved alternate submission method is received by BC Parks Foundation before the Closing Date and Time. BC Parks Foundation makes no guarantee that an alternative submission method will be available or that the alternate method available will ensure that a Proponent's Proposal is received before the Closing Date and Time.
- h) For Proposals submitted by e-mail a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable.

3.3 Amendments and Addenda

Proponents should continually monitor the RFP as published on the BC Parks Foundation website in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda.

3.4 Late Proposals

In case of a dispute, the Proposal receipt time as recorded by BC Parks Foundation at the Closing Location will prevail whether accurate or not.

3.5 Changes to Proposals

- a) Upon the Closing Date and Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by BC Parks Foundation for purposes of clarification. Proposals cannot be amended after the Closing Date and Time.
- b) In lieu of amending or withdrawing a Proposal in accordance with above subsection, the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection b) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

3.6 Conflict of Interest, Unfair Advantage, Bias and No Lobbying

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of BC Parks Foundation, including members of the evaluation committee, or with the media, may result in disqualification of the Proponent.

3.7 Subcontractors

- a) Unless the RFP states otherwise, BC Parks Foundation will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. BC Parks Foundation will enter a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of BC Parks Foundation.

3.8 Evaluation

Proposals will be assessed in accordance with the evaluation criteria and will be by an evaluation committee formed by BC Parks Foundation and may include employees and contractors of BC Parks Foundation. BC Parks Foundation will be under no obligation to receive further information, whether written or oral, from any Proponent.

- a) BC Parks Foundation is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) BC Parks Foundation may consider and evaluate any Proposals from other jurisdictions on the same basis that purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

3.9 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to BC Parks Foundation within thirty days of notification of the successful Proponent, BC Parks Foundation may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

3.10 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. BC Parks Foundation will not provide briefings or reasons for decisions.

3.11 Limitation of Liability and Proponents Expenses

By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with BC Parks Foundation.

3.12 RFP Information Disclaimer

While BC Parks Foundation has used efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by BC Parks Foundation,

nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

3.13 No Implied Approvals

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

3.14 Legal Entities

BC Parks Foundation reserves the right in its sole discretion to:

- a) disqualify a Proposal if BC Parks Foundation is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to BC Parks Foundation that the Proponent has the power and capacity to enter into the Contract;
- c) require security screenings for a Proponent who is natural person, subcontractors, and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve subcontractor or key personnel that fail to pass the security screenings to BC Parks Foundation's satisfaction.

3.15 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, BC Parks Foundation reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;

- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with BC Parks Foundation, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals;
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing.

3.16 Ownership of Proposals

All Proposals and other records submitted to BC Parks Foundation in relation to the RFP become the property of BC Park Foundation and, will be held in confidence.

3.17 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

3.18 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with BC Parks Foundation in order to obtain access to confidential materials relevant to preparing a Proposal.

3.19 Alternative Proposals

If more than one approach to deliver some or all of the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal clearly identified as an alternative to a different Proposal submitted by the Proponent in response to the RFP. Failure to abide by this rule may result in the disqualification of a Proposal.

3.20 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide BC Parks Foundation with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to BC Parks Foundation. Such written consents should specify that the personal information may be forwarded to BC Parks Foundation for the purposes of responding to the RFP and used by BC Parks Foundation for the purposes set out in the RFP. BC Parks Foundation may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to BC Parks Foundation.

3.21 Tax Verification Letter

- a) As a condition of Contract finalization, the successful Proponent (or any successor to that Proponent) may be required to provide BC Parks Foundation with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then BC Parks Foundation will be entitled to terminate discussions with that Proponent and proceed as described in Appendix B Section 3.9.
- b) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

4. Appendix C: Submission Declaration Form

You are about to make a Submission to a BC Parks Foundation RFP. By submitting the Submission, You:

- (i) agree to the Terms and Conditions

- (ii) agree to all of the terms and conditions of the RFP, including any applicable process rules pertaining to the RFP that are located in the application.

Signature of Your authorized representative

Print name of Your authorized representative

Print legal name of the Proponent

DATE:
