



Request for Information and Pre-Qualification

Stage 1 for Possible Subsequent Request

Residential Facilities Maintenance Services Pre-Qualification

BC Indigenous Housing Society (“BCIHS”)

1726 E. Hastings St. Vancouver, BC, V5L1S9

Summary of Key Information

Request Number	BCIHS-RFI-23-01
Issued:	By or Before August 30, 2023
Site visit/meeting	N/A
Deadline for Receipt of Questions	September 20, 2023
Anticipated latest issue of Addendum	September 25, 2023
Closing Time and Date:	14:00:00 hours Pacific Time; October 11, 2023
Closing Location:	Submit one electronic copy in Word or .PDF format attached to an E-mail to rjj@woodsgift.com and copy to procurement@bcihs.ca with <u>BCIHS-RFI 23-01</u> in the subject line.
Rectification Period	Three business days from date of notice to rectify is sent
Contact Person:	James (Rusty) Joerin, SCMP, Procurement Consultant rjj@woodsgift.com

Responses will be opened in private after closing time.

Potential respondents are on receipt of this request, strongly encouraged to complete and return [Appendix C](#), Confirmation of Intention to Respond at the end of this document.

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1.0 OVERVIEW OF THE REQUIREMENT

The purpose of this Request for Information and Pre-Qualification (RFIPQ) is to find Indigenous owned residential property maintenance services firms / companies / organizations that could be invited to respond to a detailed subsequent negotiated request for proposals (NRFP). This request is also intended to solicit information from proponents that could aid BCiHS with the drafting of a subsequent NRFP.

Based on the review of the RFI Responses BCiHS intends to issue a subsequent Request to Qualified Respondents to select a leading proponent who may then be invited to enter negotiations to create a Contract for provision of the goods and / or services described in section 4. Alternatively, if only one respondent possesses the required qualifications in BCiHS's reasonable opinion then BCiHS may commence negotiations solely with that respondent with the intent to create a contract for goods and/or services. BC Indigenous Housing Society reserves the right to not proceed to any subsequent procurement activity.

1.1 BACKGROUND INFORMATION

BCiHS provides rental residential housing at 21 locations Primarily in the East Vancouver area and one in Richmond. Because some of the information to be disclosed in a subsequent supply request is confidential, qualified firms / companies / organizations are required to sign a non-disclosure agreement with the Society prior to receiving a subsequent request for services, if issued. BCiHS intends to qualify only those firms that in BCiHS's sole and reasonable opinion are indigenous owned, have agreed to confidentiality by submitting a signed non-disclosure agreement, and have the experience and capacity to provide the services. BCiHS may, as an outcome of a subsequent request, contract with more than one party to provide services.

BC Indigenous Housing Society was formerly known as the Vancouver Native Housing Society.

2.0 REQUEST FOR INFORMATION DEFINITIONS

Throughout this Request for Information, the following definitions will be used:

“Addenda”: means all additional information regarding this RFI including amendments to the RFI.

“Barriered individual” means a person facing systemic barrier(s) to employment, which requires workplace work environment or work expectation to accommodate successful participation in the workforce.

“BC Bid”: means the website electronic sourcing mechanism in which procurement opportunities for goods and services are listed and in accordance, the [Canadian Free Trade Agreement](#), and other legislated requirements.

“BCiHS”: means BC Indigenous Housing Society and includes the Department issuing this request.

“BCiHS Contact”: means the individual named as the contact person for BCiHS in the RFI.

“Closing Location”: includes the location for submissions indicated in the Key Information Summary.

“Closing Time”: means the closing time and date for this RFI as set out Key Information Summary of this RFI.

“Conflict of Interest”: means any circumstance, relationship or other interest of the Proponent that may give rise to an actual or potential conflict of interest in connection with this RFI, including but not limited to: involvement by a Proponent in the preparation of this RFI; being associated to or related to a BCiHS employee or Society Board Member; having access to information not available to other Proponents; communicating with any unauthorized person with respect to the RFI process; engaging in any action which constrains or limits the ability of another Proponent to submit a proposal for the goods or services herein; providing a gift or benefit to a BCiHS employee or Society Board Member; or engaging in conduct that compromises or could be seen to compromise the integrity of the RFI process.

REQUEST FOR INFORMATION AND PRE-QUALIFICATION

“Contract”: means the written agreement resulting from negotiation or subsequent request executed by BCiHS and the successful Proponent or Proponents which is enforceable or otherwise recognizable at law.

“Coordinator”: The person appointed by BC Indigenous Housing Society from time to time to represent BCiHS as liaison between BCiHS and the supplier.

“DDP”: Destination Duty Paid Incoterms 2010.

“Department”: means the Department of BCiHS issuing this RFI.

“Evaluation Team”: The committee that will conduct the evaluation of Proposals.

“Indigenous”: means persons with documented and provable indigenous heritage.

“Indigenous owned”: means an organization or company that is 51% or more owned by indigenous persons.

“Must”, or “mandatory” means a requirement that must be met for a proposal to receive consideration.

“Preferred Proponent(s)”: means the Proponent(s) deemed by BCiHS to have the highest ranked assessment(s) of its response according to the process set out herein.

“Proponent”: means a person or entity (excluding its parent, subsidiaries, or other affiliates) with the legal capacity to contract, that submits a response to the RFI.

“Request for Information”, “Request” or “RFI”: means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by BCiHS by Addenda.

“Response”: means the submission of a response to this request.

“Responsible Products and Services” means products and services which meet environmental and ecological standards, labour, and safety codes, and provide best value, as defined by BCiHS.

“Should”, “Could” “May” or “Desirable”: means a requirement having a significant degree of importance to the objectives of this Request.

“Social enterprise” means a business with an embedded mission to achieve social, cultural, or environmental aims through the sale of goods and services. At least 50% of the business’ revenue comes from selling goods and/or services in the marketplace and at least 50% of the business’ profits go back into executing its social, cultural, or environmental mission.

“Social Impact” means a measurable change on social issues or outcomes through procurement decisions.

“Social procurement criteria” means BCiHS ensures the inclusion of economic, ethical, social values, and environmental outcomes being considered prior to any award.

“Social Value” means that the Services as described will take into consideration but not be limited to employment of people facing barriers, working with social enterprises, community development, and / or utilizing endemic materials.

“Supplier” or “Contractor”: the person or company that could be selected to provide products and/or services under the terms of negotiation or subsequent request to supply. This extends to and includes any sub-contractors to the supplier.

“Supplier Declaration of Conflict of Interest” means the supplier declares, to the best of its knowledge, that there is no actual or potential Conflict of Interest relating to the preparation of its competitive proposal, and/or the supplier does not foresee an actual or potential Conflict of Interest in performing the contractual obligations under consideration by BCiHS.

“Total Cost of Ownership” (TCO) - TCO considers not just the initial purchase, but also the ongoing maintenance and operations costs, transition, and disposal costs. TCO may include but is not limited to the costs related to administrative, social, and economic development, shipping, packaging, energy, warranty, consumable supplies, transition, training and the like.

“WCB”: means the Worker’s Compensation Board of BC doing business as WorkSafe BC.

3.0 REQUEST FOR INFORMATION INSTRUCTIONS TO RESPONDENTS

3.1 SUBMISSION OF INFORMATION

Submit one electronic copy in Word or .PDF format attached to an E-mail to rji@woodsgift.com and copy to bknights@bcihhs.ca with BCIHS-RFI 23-01 in the subject line.

Information submitted after the Submission Deadline 14:00.00 hours October 11, 2023, will be rejected.

3.1.1 DELIVERY AND RECEIPT OF DOCUMENTS / FUNCTIONING OF ELECTRONIC SYSTEMS

BCIHS assumes no risk, makes no guarantee, warranty, or representation whatsoever, and shall have no responsibility or liability, whether based on negligence or other torts, contract, warranty, strict liability or otherwise, for or in connection with:

- the timely delivery of any information or documentation, including without limitation, these RFI documents, whether electronically, or otherwise, in connection with this RFI.
- the timely receipt of any Qualification, revisions, notice of withdrawals, or any other information or documentation from any Respondent or any person; or
- the working order, functioning or malfunctioning, of electronic transmission or any electronic information.

3.1.2 AMENDMENT OF INFORMATION

Respondents may amend their Information prior to the Submission Deadline by the same method as prescribed for submission of Information. Any amendment should clearly indicate which part of the Qualification the amendment is intended to replace.

3.1.3 WITHDRAWAL OF INFORMATION

At any time throughout the RFI process until the execution of an Agreement, a Respondent may withdraw a submitted Qualification. To withdraw a Qualification, a notice of withdrawal must be sent to the RFI Contact and must be signed by an authorized representative of the Respondent. BCIHS is under no obligation to return withdrawn Information.

3.2 ENQUIRIES

All enquiries related to this RFI are to be directed, in writing, to the contact person at the e-mail address stated in the Summary of Key Information above. Information obtained from any other source is not official and should not be relied upon. Enquiries and answers will be recorded and may be distributed to all Respondents at BCIHS’s option.

3.3 CLOSING DATE

The Closing date and format of response is as stated in the Summary of Key Information of this request.

3.4 LATE RESPONSES

Responses will be marked with their receipt time at the closing location. Only complete Responses received and marked before closing time will be considered to have been received on time. Hard copies of late Responses will not be considered or evaluated and will be returned to the Respondent. Electronic Responses that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the Response receipt time as recorded at the closing location will prevail whether accurate or not.

3.5 INFORMATION REVIEW COMMITTEE

Review of Responses will be by a committee formed by BCIHS and may include employees and contractors of BCIHS. All persons on the evaluation committee shall be bound by the same standard of confidentiality.

3.6 REVIEW AND SELECTION

The Information review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses not meeting a minimum score (if specified) in a category will not be considered further. Qualified Respondents will be provided with a copy of the RFI, tender or other supply request if one is issued.

3.7 CHANGES TO RESPONSE WORDING

The Respondent will not change the wording of its Response after the closing date and time specified in the Summary of Key Information of this RFI and no words or comments will be added to the Response unless requested by BCIHS for purposes of clarification.

3.8 RESPONDENT EXPENSES

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with BCIHS, if any. BCIHS will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.9 ACCEPTANCE OF RESPONSES

This RFI is not an agreement to purchase goods or services. BCIHS is not bound to enter into a Contract with any Qualified Respondent. Responses will be assessed considering the qualification review criteria. BCIHS will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.10 POSSIBLE OUTCOMES

It is anticipated that an NRFP will be issued to all qualified Respondents within two month(s) following the closing date of this request.

Alternatively, if only one respondent possesses the required qualifications in BCIHS's reasonable opinion then BCIHS may commence negotiations solely with that respondent with the intent to create a contract for services and/or goods.

BCIHS reserves the right to not proceed with any subsequent supply request.

3.11 DEFINITION OF CONTRACT

Notice in writing to a Respondent that it has been identified as a Qualified Respondent will not constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFI or in any subsequent Request to Supply. Only if a Qualified Respondent and BCiHS enter a subsequent full written Contract, as an outcome of an NRFP or negotiation, will a Respondent acquire any legal or equitable rights or privileges.

3.12 MODIFICATION OF TERMS

BCiHS reserves the right to modify the terms of this RFI at any time in its sole discretion. This includes the right to cancel this RFI at any time without issuing an NRFP and the right to cancel the NRFP at any time without entering into a Contract.

3.13 OWNERSHIP OF RESPONSES

All proposals and other records submitted to BCiHS in relation to the RFI become the property of BCiHS and, subject to the provisions of the Freedom of Information and Privacy Act and the RFI will be held in confidence. Proponents should identify any proprietary and other confidential business information that if disclosed could harm its competitive business interests.

3.14 CONFIDENTIALITY OF INFORMATION

Information pertaining to BCiHS obtained by the Respondent because of participation in this RFI and any subsequent NRFP is confidential and must not be disclosed without written authorization from BCiHS.

3.15 COLLECTION AND USE OF PERSONAL INFORMATION

Respondents 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 this RFI requires Respondents to provide BCiHS with personal information of employees who have been included as resources in response to this RFI, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to BCiHS. Such written consents are to specify that the personal information may be forwarded to BCiHS for the purposes of responding to this RFI and use by BCiHS for the purposes set out in the RFI. BCiHS may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made; Respondents will immediately supply such originals or copies to BCiHS.

3.16 RECEIPT CONFIRMATION FORM

Respondents are advised to fill out and return the attached Receipt Confirmation Form. All subsequent information regarding this RFI, including changes made to this document, may be directed to Respondents who return the Receipt Confirmation Form.

All subsequent information regarding this RFI, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

3.17 DEBRIEFING

BCIHS will offer a debriefing to Respondents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

4.0 SERVICES

4.1 SERVICES

The Qualified Respondent(s) who become Contractor(s) may perform and be responsible for the following services and duties:

1. Janitorial as needed.
2. Carpet cleaning
3. Facility infrastructure repairs and maintenance.
4. Painting
5. Plumbing
6. Electrical
7. Hazardous materials removal
8. Pest control
9. Security services
10. Locksmith (with 24hr emergency services)
11. After hours emergency response
12. HVAC maintenance and repair (incl. boilers)
13. Fire control systems and alarm systems
14. Elevator maintenance and repairs

BCIHS anticipates that some services and duties will be subcontracted by the residential maintenance contractor.

BCIHS intends to continue to perform tenant relationship activities including rent collection, finding, and showing spaces to prospective tenants, dispute mitigation, and tenant turnover inspections.

5.0 RESPONSE EVALUATION

This section outlines the process and criteria for evaluation of responses to this request to pre-qualify respondents for participation in a possible subsequent Request for Proposals or similar such request, if issued.

5.1 EVALUATION PROCESS

Evaluation of Responses will be made in the same and subsequent order as stated in the subsections to this section.

5.1.1 MANDATORY RESPONSE CRITERIA

Responses will be first evaluated against the mandatory criteria. Responses not meeting these criteria will be rejected and excluded from any further consideration.

Proponents must be a minimum 51% Indigenous owned and a minimum of 6% of employees including owners must be Indigenous.

Proponents must include a completed and signed copy of the non-disclosure agreement provided in [Section 7 below](#).

The Response must be received on or before the closing time stated on the title page of this request. BCIHS is not responsible for failed or late communications.

A completed and signed form substantially similar in form and content to that in Appendix A is included with the Response; and

The Response is in the English Language.

5.1.1.1 RECTIFICATION

If a proposal fails to satisfy all the mandatory submission requirements, the BCiHS may but **not necessarily** will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the rectification period, its proposal will be rejected. The rectification period will begin to run from the date and time that BCiHS issues a rectification notice to the proponent.

5.2 CRITERIA

Secondly, using the following criteria, the evaluation team will compare and assess each Respondent’s ability to fulfil the scope of work and responsibilities identified in Appendix B. The evaluation team may apply the Evaluation Criteria on a comparative basis, evaluating the Information by comparing one Respondent’s Qualification to another Respondent’s Qualification. The response form includes the criteria against which Responses will be evaluated. Respondents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

Item	Criteria	Maximum Points
1	Proponent demonstrates capacity to perform the services in the sole and reasonable opinion of BCiHS	Pass/Fail
2	Proponent demonstrates similar experience with the range, scale, and type of services requested in the sole and reasonable opinion of BCiHS	Pass/Fail
3	Proponent provides suitable documentation of minimum 51% ownership and a minimum 6% of employees including owners by persons of Indigenous heritage	Pass/Fail
4	Proponent includes a completed and signed non-disclosure agreement with their proposal	Pass/Fail

6.0 APPENDIX A: SIGNATURE AND RESPONSE FORM

Complete this section and enclose it with your response. This section, the Non-Disclosure agreement and confirmation of intention form are posted in Word format concurrently with this request for the convenience of Respondents.

RFI Project Title: Residential Facilities Maintenance Services Pre-Qualification
 RFI Reference No: BCIHS-RFI 23-01
 Legal Name of Respondent: _____
 Contact Person and Title: _____
 Business Address: _____
 Telephone: _____
 E-Mail Address: _____
 WCB Account No: _____

I/We, the undersigned duly authorized representative of the Respondent, having received and carefully reviewed all the Request documents, including the RFI and any issued addendums.
 This Respondent further warrants that this response is made without collusion with any other party except those expressly disclosed in this response and that the Respondent has no conflict of interest.
 The undersigned warrants that they have the authority to bind the company.
 I/We confirm that this response is accurate and true to best of my/our knowledge.

This response is submitted this _____ day of _____, 2023

I/We have the authority to bind the Respondent.

(Name of Respondent)	(Name of Respondent)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

6.1 ADDENDA ACKNOWLEDGMENT

Addenda No.	Date Issued

6.2 REQUESTED INFORMATION

Proponents are requested to state any information and suggestions that could aid BCiHS with the development of a second stage negotiated request for proposals (NRFP) that could be issued to proponents pre-qualified by this request. BCiHS intends to disclose relevant information about the building types, units, and building infrastructure with the second stage request. This is not an evaluated criterion.

6.3 RESPONSE FORM

Please utilize the form provided in the tables in submitting your Information. Cells will expand to contain your responses.

Respondents may attach additional materials ordered in the same manner and with clear reference to each applicable section of the response forms in this section.

6.3.1 CAPACITY

Item to be addressed	Your response
State number of employees in your firm by role or functions such as:	
Administrative staff:	
Supervisory staff:	
Trades persons:	
Building Service Workers:	
Other specify:	
State the number of employees that identify as being of Indigenous heritage:	
State the number of residential buildings currently under contract for property maintenance services:	
State what actions you could take to ensure your firm could have the capacity to perform the services requested herein:	

6.3.2 EXPERIENCE

Item to be addressed	Your response
State the number of years your firm has provided services similar to residential property maintenance services	

State the number of years that supervisory staff have worked in residential property maintenance, or similar services, list each supervisor and years of experience	
State any relevant certifications and or educational degrees held by supervisory staff	
State any certifications held by building service workers	
State any other relevant experience to provision of Residential Facilities Maintenance services	

6.3.3 INDIGENOUS OWNERSHIP

Proponents are required to demonstrate Indigenous heritage of at least 51% ownership of their organizational entity and employing a minimum of 6% of employees including owners responding to this request.

Demonstration of Indigenous heritage could include but is not limited to:

- Indian Status Card, or:
Valid identification provided by the following:
- Métis National Council Governing Membership
- Inuit Beneficiary Card
- Congress of Indigenous Peoples (CAP) Affiliate Membership
- Northwest Territories Land Claim Settlement Beneficiaries
- Confirmed Alberta Métis Settlement Members
- Northwest Territory Métis Nation Membership
- Membership in a historic Métis community recognized as independent and rights-bearing by a provincial or Canadian federal government.

Include a copy of the relevant documentation in your response.

6.4 REFERENCES AND RECENT PREVIOUS CONTRACTS

6.4.1 REFERENCES

Complete the following tables and enclose with your response. References from suppliers or others familiar with your individual and/or business entity’s operations are preferred. The Proponent authorizes BCIHS to make such enquiries of references and others that it deems appropriate.

Reference Name	Contact: Phone and/or e-mail	Relationship to Proponent

6.4.2 RECENT PREVIOUS CONTRACTS

Complete the following tables and enclose with your response. References for supplied clients similar to that specified herein are preferred. The Proponent authorizes BCIHS to make such enquiries of contracted parties and others that it deems appropriate.

REQUEST FOR INFORMATION AND PRE-QUALIFICATION

Contract 1	Response
Client Name:	
Contact Name:	
Contact E-mail and Phone #:	
Project Description (include numbers and types of units maintained):	
Contracted Services Date Range:	
Approximate Contract Value:	

Contract 2	Response
Client Name:	
Contact Name:	
Contact E-mail and Phone #:	
Project Description (include numbers and types of units maintained):	
Contracted Services Date Range:	
Approximate Contract Value:	

Contract 3	Response
Client Name:	
Contact Name:	
Contact E-mail and Phone #:	
Project Description (include numbers and types of units maintained):	
Contracted Services Date Range:	
Approximate Contract Value:	

Proponents are thanked for their interest and participation in this request.

7.0 NON-DISCLOSURE AGREEMENT, CONFIDENTIAL INFORMATION

I,

[insert name of person that is to sign this agreement],

in consideration of having access to Confidential Information, as defined in Section 1 below, and other good and valuable consideration in respect of potential Residential Property maintenance Services to be provided to BC Indigenous Housing Society ("BCIHS") (the "Project") covenant, acknowledge, and agree in favour of BCIHS as follows:

7.1 DEFINITION OF "CONFIDENTIAL INFORMATION"

7.1.1 FOR THE PURPOSES OF THIS AGREEMENT, CONFIDENTIAL INFORMATION MEANS:

- a. all documents and instruments including but not limited to proposals, designs, models, drawings, plans, specifications, statistical data, memoranda and reports provided to me or of which I become aware with respect to the Project.
- b. any data, information or reports collected, obtained or prepared by me or of which I otherwise become aware in connection with the Project;
- c. any communication or information in relation to any of the Project, I obtained as a result of informal or formal conversations and meetings between the BCIHS and its employees, officers, and directors, or between or among any persons having agreements with the BCIHS or of which I become aware; and
- d. all work products related to the Project;

in whatever form or medium and includes all copies and tangible embodiments.

7.2 COVENANTS

I will treat as strictly confidential and will not, without prior written consent of BCIHS, use, publish, disclose, or permit to be used, published or disclosed, the Confidential Information which howsoever comes to my knowledge or attention, or that is supplied to or obtained by me or otherwise comes into my possession except:

- a. insofar as such use, publication or disclosure is necessary to enable me to perform the tasks assigned to me as a result of my engagement with respect to the Project;
- b. insofar as such use, publication or disclosure is required by law including, without limitation, the Freedom of Information and Protection of Privacy Act (British Columbia); or
- c. insofar as the Confidential Information to be used, published or disclosed is or becomes general public knowledge, in the public domain, or was in my possession from a non-confidential source prior to my access; or
- d. To such persons approved by BCIHS who need access to Confidential Information in order to carry out assigned work with respect to the Project, provided I will ensure that any person receiving the Confidential Information is informed that it is Confidential Information and provides to BCIHS a confidentiality agreement on the equivalent terms of this Agreement.

I will, at the request of the BCIHS, destroy or return any Confidential Information in my possession immediately upon being requested to do so.

7.3 COMPLETENESS AND ACCURACY OF CONFIDENTIAL INFORMATION

All Confidential Information is provided “AS IS” and BCiHS makes no warranty regarding the accuracy or reliability of such information or materials. BCiHS will not be liable for any expenses or losses incurred or any action undertaken by me as a result of the receipt of Confidential Information.

7.4 RIGHTS AND REMEDIES

I agree to notify BCiHS immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by me, and will cooperate with BCiHS in every reasonable way to help BCiHS regain possession of the Confidential Information and prevent further unauthorized use or disclosure. I acknowledge and agree that there can be no adequate remedy at law for any breach of its obligations hereunder and that any such breach may allow BCiHS or third parties to unfairly compete with the BCiHS resulting in irreparable harm to BCiHS. Therefore, upon any such breach or any threat thereof, BCiHS shall be entitled to a restraining order, injunction or other equitable relief in addition to whatever remedies it might have at law. Furthermore, I shall indemnify and hold harmless BCiHS from and against all losses, damages, costs and expenses (including, without limitation, actual legal fees and disbursements) suffered by BCiHS as a result of any breach of the terms and covenants of this Agreement by me or anyone for whom I am responsible at law with respect to Confidential Information, or the use by me of the Confidential Information supplied by the BCiHS for a purpose other than as expressly permitted by this Agreement.

7.5 SURVIVAL OF OBLIGATIONS

- a. I agree that BCiHS, in its sole and absolute discretion may, with written notice to me, end my access to the Confidential Information including without limitation, if I do not adhere to the provisions contained in this Agreement.
- b. The obligations contained in this Agreement are ongoing and will survive the completion or termination of the Project.
- c. This Agreement does not limit or restrict any other obligations I have under any laws with respect to Confidential Information.

Signature

Date

Print Name

Title

8.0 APPENDIX C: CONFIRMATION OF INTENTION TO RESPOND

Request for Information and Pre-Qualification # 23-01; Residential Facilities Maintenance Services Pre-Qualification

Please complete this form and e-mail immediately to the consultant and copy BCiHS:

Attention: Rusty James Joerin, SCMP supply management consultant

rjj@woodsgift.com with copy to procurement@bcihhs.ca

Failure to return this form may result in a termination of communication regarding this Request.

Company Name: _____

Civic Address: _____

Postal Code: _____

Contact Name: _____

Contact E-mail: _____

Contact Phone: _____

Tick appropriate box

I have received the above noted Request

Yes, I intend to respond to this request

Site visit Date/Time: N/A _____

Commencing From: N/A _____

Attendance is: N/A _____

No, I will not be responding and understand this will **not** restrict us from responding to any future requests

I authorize BCiHS to send correspondence related to this request to the Contact E-mail Address

Signature: _____

Title: _____

Date: _____