

## APPENDIX A – RESPONDENT SUBMISSION FORM

### 1. Respondent's Information

- (a) Respondent's registered legal business name and any other name under which it carries out business:

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- (b) Respondent's address, telephone and email address.

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- (b) Name, address, telephone and e-mail address of the contact person(s) for the Respondent:

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- (d) Name of the person who is primarily responsible for the submission:

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- (e) Whether the Respondent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

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### 2. Terms of Reference

In responding to this EOI, each Respondent should submit a completed and signed Respondent Submission Form that, among other things, acknowledges its acceptance of the EOI Terms of Reference as contained hereunder:

#### 2.1 Expression of Interest Not a Formal Competitive Bidding Process

This EOI is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this EOI may result in subsequent negotiations, direct contract award, invitational solicitation process or open solicitation process. Any pricing figures submitted by the Respondent shall be for general information purposes and will not be binding on the Respondent.

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Respondent and BC Housing by the EOI process until the successful negotiation and execution of an Agreement.

#### 2.2 EOI Shall Not Limit BC Housing's Pre-existing Rights

This EOI shall not limit any of BC Housing's pre-existing rights. Without limiting the generality of the foregoing, BC Housing expressly reserves the right, at its sole discretion to:

- (a) seek subsequent information or initiate discussions with any firm, including any entity that did not respond to this EOI;
- (b) initiate direct negotiations for the procurement of any good or service with any Respondent or other entity, regardless of whether the entity responded to this EOI;
- (c) contact a limited number of Respondents, which may be limited to those that responded to this EOI, or may include an entity that did not respond to this EOI, for the purpose of a competitive procurement for the procurement of any good or service;
- (d) to elect to proceed by way of open solicitation where all potential Respondents, including any entity that did not respond to this EOI, are eligible to compete for the award of a contract for the supply of any good or service; and
- (e) to elect not to procure the good or service that is the subject of this EOI.

These expressly reserved rights are in addition to any and all other rights of BC Housing that existed prior to the issuance of this EOI.

### **2.3 Pricing Information for General Information Purposes Only**

Any pricing information provided by Respondents is for general information purposes and is not intended to be binding on the Respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent solicitation process or where established through the execution of a written agreement.

### **2.4 Information in EOI Only an Estimate**

BC Housing and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the EOI or issued by way of addenda. Any quantities shown or data contained in this EOI, or provided by way of addenda, are estimates provided only as general background information.

### **2.5 Parties Shall Bear Their Own Costs**

BC Housing shall not be liable for any expenses incurred, including the expenses associated with the cost of preparing responses to this EOI. The parties shall bear their own costs associated with or incurred through this EOI process, including any costs arising out of, or incurred in, (a) the preparation and issuance of this EOI; (b) the preparation and making of a submission; or (c) any other activities related to this EOI process.

### **2.6 Accuracy of Responses**

The Respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

### **2.7 Submissions Are the Property of BC Housing**

Except where expressly set out to the contrary in this EOI or in the Respondent's submission, the submission and any accompanying documentation provided by a Respondent shall not be returned.

## 2.8 Confidential Information of BC Housing

All information provided by or obtained from BC Housing in any form in connection with this EOI either before or after the issuance of this EOI: (a) is the sole property of BC Housing and must be treated as confidential; (b) is not to be used for any purpose other than replying to this EOI; (c) must not be disclosed without prior written authorization from BC Housing; and (d) shall be returned by the Respondents to BC Housing immediately upon the request of BC Housing.

A Respondent may not at any time directly or indirectly communicate with the media in relation to this EOI without first obtaining the written permission of BC Housing.

## 2.9 Respondent Confidential or Proprietary Information

The Respondent consents to BC Housing's collection of information as contemplated under the EOI for the uses contemplated under the EOI.

A Respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by BC Housing. The confidentiality of such information will be maintained by BC Housing, except where an order by a court or tribunal requires BC Housing to do otherwise. The Respondent consents to the disclosure, on a confidential basis, of this submission by BC Housing to advisers retained by BC Housing for the purpose of evaluating or participating in the evaluation of this submission.

The Respondent acknowledges that BC Housing may make public the name of any and all Respondents.

## 2.10 Governing Law

This EOI process shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

The Respondent hereby agrees to the terms set out in the Terms of Reference and in this EOI.

### I have authority to bind the Proponent:

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|--|-------------------------------|
| _____<br>Signature of Proponent Representative | _____<br>Signature of Witness |
| _____<br>Name and Title                        | _____<br>Name of Witness      |
| _____<br>Date Signed                           | _____<br>Date Signed          |