



BCNPHA

BC Non-Profit Housing Association

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NOTICE OF PROCUREMENT

FOR

BRITISH COLUMBIA NON-PROFIT HOUSING ASSOCIATION INSURANCE BROKERAGE SERVICES

* * * * *

Issue Date: March 16, 2023

Closing Date & Time: Proposals must be received before 4:30 PM (Pacific) on April 7, 2023

Inquiries: Bryan Woo, Managing Director

Email: bryan@bcnpha.ca

DELIVERY OF PROPOSALS

Proposals must be submitted using the submission method outlined below and must include a copy of this cover page that is signed by an authorized representative of the Proponent.

Proponents must submit a digital copy of its proposal to bryan@bcnpha.ca and be received before Closing Time to be considered. A proposal is deemed to incorporate the *Confirmation of Proponent's Intent to Be Bound below*, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals (RFP), including any Addenda and the Additional Information Package. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the Request for Proposal, including the following:

- a) The Proponent has carefully read and examined the entire RFP;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (*print*): _____

NAME OF AUTHORIZED REPRESENTATIVE (*print*): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

CONTACT

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time.

Bryan Woo, Managing Director
bryan@bcnpha.ca

The cut-off for submitting any questions related to this RFP to the Contact will be **72 hours** before the Closing Time. Questions posed to any other individual, other than to the listed contact is not official and should not be relied upon.

BCNPHA will offer a virtual, anonymous, and non-disclosed question and answer session on Wednesday, March 22 at 10AM Pacific Time, as a method to answer questions from interested proponents.

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1. INTRODUCTION

British Columbia Non-Profit Housing Association (BCNPHA) is the provincial umbrella organization for the non-profit housing sector (including, but not limited to supportive housing and independent housing for seniors, families and individuals). We serve our members and the entire sector across BC through education, events, and advocacy.

Our vision is for a safe, secure, and affordable home for everyone by ensuring strong systems and investments to meet housing needs of all British Columbians; enhancing public understanding of the value and benefits of affordable housing; developing the sector's social, financial and environmental sustainability; and, to sustain the Association.

A comprehensive Association profile can be found at <https://bcnpha.ca/>

2. BACKGROUND

Since 2006, BCNPHA has offered Affinity group insurance to members, providing non-profit housing societies group purchasing of insurance. The Comprehensive Insurance Program delivers insurance products and services, including property and rental income, boiler and machinery, crime, commercial liability, directors' and officers' liability, errors and omissions, and volunteer accident.

3. SUMMARY OF THE OPPORTUNITY

Non-profit housing societies, who operate, manage, and staff tenanted buildings, have experienced increasing year-over-year premium increases and/or barriers in acquiring property policies.

BCNPHA Board of Directors tasked staff to develop a sector-led program that manages risk, provides stability of premiums, requires little start-up capital, and is not deemed as undertaking "insurance."

The Board has approved staff's recommendation to develop a structure for a self-insured property program for the Non-Profit Housing Sector with policies being enforced July 1, 2024. BCNPHA's vision is to see this self-insured property program become the signature and exclusive offering to the affordable housing sector in BC. The program, including that of the successful proponent, will include all product lines listed in in the above "2. Background."

The self-insurance property program (via fronting arrangement) will be conducted through an already-established numbered for-profit Subsidiary (hereafter, "Subsidiary"), which will be activated in July 2023. For the purposes of this Request for Proposal (RFP), negotiations, and contracting, business will be conducted through BCNPHA and, later, transferred to the Subsidiary.

The contract will be rewarded on a non-exclusive basis. BCNPHA and/or its Subsidiary reserves the right to award this business in part or in whole at its sole discretion as a result of this process or to cancel all or part of this selection process at any time.

4. CURRENT PORTFOLIO

Currently, the BCNPHA Affinity Insurance Program carries 230 policies for a total of eighteen million, three hundred and thirty thousand Canadian dollars (\$18,330,000CAD) in premiums paid. The

median premium paid is eighty thousand Canadian dollars (\$80,000CAD), ranging from five hundred dollars (\$500) to one million, eight hundred and fifty-four thousand, five hundred dollars (\$1,854,500). Coverage includes property, crime, general liability, errors and omissions, director, and officers, volunteer accident, and boiler and machinery.

The portfolio is exclusively located with the Province of British Columbia and consists of 824 properties with a total reported value of four billion and four hundred and fifty million Canadian dollars (\$4,450,000,000CAD). The top ten communities are:

CITY	# OF LOCATIONS	AGGREGATE VALUE	% OF PORTFOLIO
Vancouver	175	\$1,465,491,680	45.7%
Victoria	46	\$358,484,622	11.2%
Surrey	31	\$299,341,325	9.3%
Saanich	21	\$175,252,482	5.5%
Burnaby	14	\$173,521,202	5.4%
Coquitlam	14	\$169,138,281	5.3%
Richmond	15	\$166,415,371	5.2%
Port Coquitlam	11	\$148,040,490	4.6%
Kelowna	16	\$124,589,034	3.9%
Langford	4	\$124,360,613	3.9%

The potential opportunity for BCNPHA’s property self-insurance program is significant, as its current affinity program represents only 26% of all non-profit housing buildings in BC. BCNPHA, through its Subsidiary, anticipates more uptake through the new self-insurance program.

5. GOAL

With the transition to a self-insurance program, BCNPHA has the goal of providing insurance premium stability to participating members on property premiums. Through pooled and managed risk, the new program will:

- i. Share risk amongst the participating pool;
- ii. Avail the Subsidiary to bulk-buy insurance for the participating pool;
- iii. Permit the Subsidiary to set individual participant premiums, not the broker or insurer; and,
- iv. Stabilize participant premiums by the Subsidiary covering high frequency, low-cost losses that leads to premium increases in a direct insurance relationship.

6. OBJECTIVE

The objective of this RFP is to identify well-qualified and licensed commercial insurance brokerages who can clearly demonstrate their ability to meet the mandatory requirements outlined, but not limited to, the conditions presented in this RFP.

The Subsidiary will partner with an insurance brokerage to coordinate insurance with insurance companies. As a result, the Subsidiary will not be undertaking any insurance business.

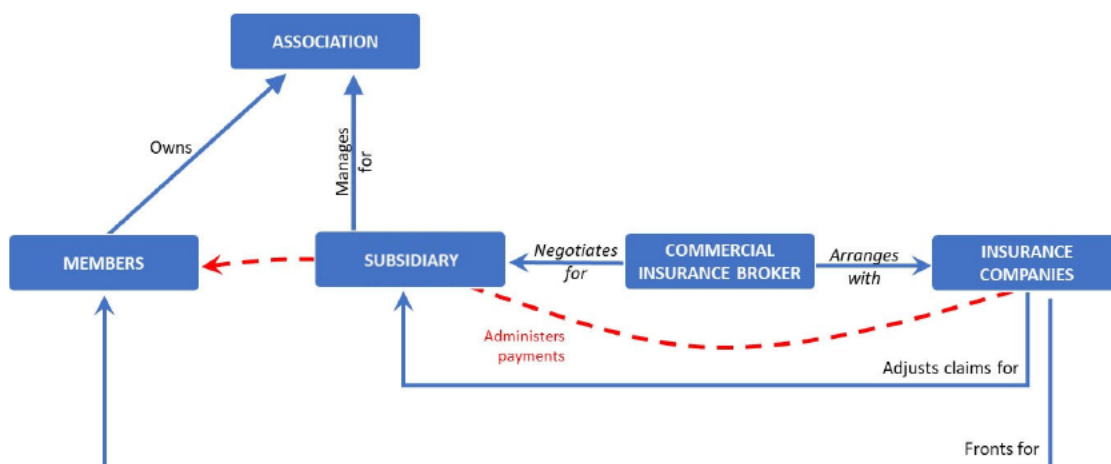
Since conducting insurance business in the Province of British Columbia includes “soliciting” insurance (which involves advertising and persuading the purchase of policies), the Subsidiary requires a lead insurance broker company’s involvement in soliciting. The Subsidiary will provide information. Any promotional materials will require the lead insurance broker company’s logo/branding and to be prepared/approved by the Subsidiary. The insurance company will adjust claims made by members, though these claims will be administered by the Subsidiary. The insurance company will advise members that the Subsidiary is its agent for purposes of administering claims.

The Subsidiary will not carry on “insurance business.” The Subsidiary will enter into service contracts with other entities for claims management and adjusting in exchange for fees.

Ultimately, either the insurance brokerage or the insurance company are adjusting claims; the Subsidiary will function as a service provider to either the brokerage or insurer in administering the claims/funds once adjusting is complete.

Insurance will continue to be offered on property, crime, general liability, errors and omissions, directors and officers, volunteer accident, and boiler and machinery. BCNPHA and/or its Subsidiary will indemnify the insurer for property losses up to five-hundred thousand dollars (\$500,000) (to be determined) per policy per annum for a premium discount to be calculated by the insurance broker, thereby eliminating high frequency and low-cost property claims that drive premiums up.

The structure of this BCNPHA/Subsidiary-led fronting insurance arrangement is illustrated as follows:



7. SCOPE

The target date to execute a contract with a Broker is June 30, 2023. The BCNPHA Board of Directors reserves the right to dismiss the program and/or RFP process up until June 30, 2023. The Broker will be appointed Broker of Record starting January 1, 2024 for setting up BCNPHA/Subsidiary's fronting insurance program for an initial period of three (3) years. The Contract may be extended subject to satisfactory performance by the Broker of Record.

a. Minor Changes

BCNPHA and/or its Subsidiary reserves the right, at its sole discretion, without limitation, to narrow or further extend the scope of any program, amend eligibility criteria, or make other minor requests of the Broker of Record which are directly related to the services. BCNPHA and/or its Subsidiary also reserves the right, in its sole discretion, to require minor changes to the enrolment interface, enrolment database, or any other backend system support. Proponents are expected to allow for such changes within their proposal pricing.

b. Major Changes

Because of BCNPHA and/or its Subsidiary's role in supporting its participating members, BCNPHA and/or the Subsidiary reserves the right, at its sole discretion to require a significant alteration to the Broker of Record services which will reasonably result in work not contemplated by the service needs set out in this RFP or in the proposals. In the event of a significant alteration, the following process will apply: BCNPHA and/or its Subsidiary will initiate a terms of reference setting out requirements including scope, timing, and other criteria; the Broker of Record will create a formal proposal including incremental price and timelines; BCNPHA and/or its Subsidiary will approve the work plan; and both parties will sign an amendment to the Contract reflecting the incremental services and price.

8. CONTRACT TERMS AND CONDITIONS

Proponents should carefully review the terms and conditions.

BCNPHA and/or its Subsidiary's responsibilities will include:

- i. Work collaboratively with the commercial insurance broker on the negotiation and placement of insurance;
- ii. Ultimate authority for approval of Insurers and program eligibility criteria;
- iii. Create program materials such as certificates of insurance, correspondence, training materials, program wordings, marketing materials, eligibility guidelines, program bulletins, FAQs, etc. Review and/or approval of program materials will be provided by the Broker of Record within three (3) business days of receipt;
- iv. Manage underwriting data collection;
- v. Own and manage all member data; and,
- vi. Other responsibilities as may reasonably be required to ensure the efficient, accountable oversight of the fronting insurance arrangement over the term of the Contract.

The Broker's responsibilities will include:

- i. Support the initial setup of the self-insurance program
- ii. Performing Transition-In Services within the prescribed timeframes, as set out below;
- iii. On appointment as broker of record, performing Core Services as set out below;

- iv. Meeting or exceeding Service Standards as set out below;
- v. If applicable, performing Transition-Out Services at the end of the contract term in the event the Broker is not the successful proponent in a subsequent procurement for brokers services.

a. Transition-In Services

An existing contract for Broker of Record services is already in place until June 30, 2024 providing different services. From Contract execution (targeting June 30, 2023) to June 30, 2024, the Broker will have a period of time to make preparations to negotiate and acquire a fronting insurance arrangement. The Broker will assist in the setup of the Subsidiary, including establishing an enrolment database and creating and training on the enrolment system.

Specific deliverables that must meet specific deadlines in the Transition In Services period include:

- June 30, 2023: Contract execution
- July 31, 2023: Pool recalculation
- September 2023: BCNPHA and/or its Subsidiary to meet principal insurer(s)
- March 1, 2024: Policy Applications
- May 1, 2024: Policies issued
- July 1, 2024: Policies enforced

b. Core Services

Core Services includes the following specific services and any reasonably related services, including any minor adjustments to any of them:

- a. Advisory Services: Provide professional advisory and consulting services to BCNPHA and/or its Subsidiary respecting technical and operational matters related to the fronting arrangement, pricing, wording reviews, feedback on program structure and design, market sounding, insurance trend analysis, and maintaining current knowledge of related case law as required;
- b. Insurer Relations: In partnership with BCNPHA and/or its Subsidiary, create and maintain an ongoing broker relationship with the Insurers; and solicit all policies and negotiate renewal terms with Insurers as applicable including but not limited to arranging for changes to or variations of policy wording to be vetted by BCNPHA and/or its Subsidiary;
- c. Manage Program Enrolments: in a timely manner, review enrolment submissions to ensure eligibility criteria are met and approve eligible enrolments; create and maintain, in conjunction with BCNPHA/and or its Subsidiary, templates for each program comprising certificates of insurance, policy wordings, various correspondences, and other templates as required for the effective management of the program; provide the applicable certificate of insurance and policy wordings; provide a certificate of insurance upon receipt of notice of any change to enrolment reflecting the change; and, provide registered letters cancelling coverage, as applicable;
- d. Broker Services: technical assistance from the insurance broker on coverage interpretation; liaison with insurer claim representatives; liaison with third party claims administrator;

assist and facilitate in establishing claims reporting procedures to insurers; facilitate meetings between insurers and third-party claims administrators; and,

- e. Reporting Requirements: Annually, provide BCNPHA and/or its Subsidiary with a definitive report of program activity; quarterly, report on general issues relating to risk management; quarterly, report enrolments that meet a specific set of criteria as determined by BCNPHA and/or its Subsidiary from time to time; and, upon request, compile and provide customized enrolment reports and other reports as required.

c. Service Standards

The Broker will be expected to meet or exceed the following Service Standards for each component of the Broker's obligations:

- a. Service Response: Provide telephone and email inquiry hours for BCNPHA and/or its Subsidiary and insured access to broker key personnel Monday through Friday, excluding BC statutory holidays, from 8:30AM to 4:30PM Pacific time; review and/or approval of solicitation materials within three (3) business days; respond to inquiries from BCNPHA and/or its Subsidiary within two (2) business days; respond to general inquiries from Service Providers within one (1) business day; respond to claims questions and provide claims support on the same day; and, provide reports as scheduled and within one (1) business day of request; and,
- b. Security Requirements: The successful proponent must be compliant with the following federal legislation, policies, and standards, including: *Freedom of Information and Protection of Privacy Act (FIPPA)*; *Personal Information Protection Act (PIPA)*; and, *General Data Protection Regulation (GDPR)*.

d. Transition-Out Services

BCNPHA and/or its Subsidiary may undertake a competitive procurement process prior to the expiry of the Contract (including any extension periods allowed for under this RFP). If the Broker is not the successful proponent to the subsequent procurement process, the Broker will provide Transition-Out Services to assist in the seamless handover of the insurance program to the successful proponent, including providing to BCNPHA and/or its Subsidiary within thirty (30) days of being requested all current and historical enrolment data and any other related information or assistance that may be reasonably be required to ensure a seamless transition between brokers. This may include but is not limited to the following: entire historical and current database contents in an electronic format to be determined with BCNPHA and/or its Subsidiary at the time that has the capability for BCNPHA and/or its Subsidiary to search, update data, retrieve and print certificates and that permits the data to be imported to a successor system; and all electronic copies of program templates.

e. Value-Added Services

Proponents are invited to describe any value-added related services that they plan to offer to enhance or compliment the required services e.g. training and education services. BCNPHA and/or its Subsidiary is under no obligation to include these services in the Contract at the time of initial execution, nor to add these services at a later date by way of a Contract amendment.

9. MANDATORY REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements of Data & Technology, Pricing & Access, Broker Approach, Experience, and References, as outlined below.

Please address each of the following items in your proposal in the order presented. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the BCNPHA and/or its Subsidiary's expectations.

a. Data & Technology

All proponents will be required to demonstrate their data and technology capabilities.

- a. Underwriting and ratings software: to calculate premiums and provide quote comparisons, alternatives, reviews, and pricing; lead management features;
- b. Issuing policies: integrated software solution that handles policy and claims administration
- c. Collection of premiums: integrated software that contain costs and speed revenue collections
- d. Data storage: compliance with data privacy legislation, policies, and standards;
- e. Data ownership: BCNPHA and/or its Subsidiary owns all data related the fronting arrangement;
- f. Information security: information risk management to protect information by mitigating information risks;
- g. Portal/client facing interface: user-friendly, integrated, and real-time policy and claims management tools; and,
- h. Analytical tools: resources that provide for access to information for research and evaluation purposes.

b. Pricing & Access

Must be quoted in Canadian dollars and include separate, all-inclusive prices (exclusive of any applicable taxes).

- a. Profit sharing proposal: fixed and/or variable arrangements on property and non-property lines. Proponents must also provide their minimum commitment on profit-sharing and describe any requirements for a limitation of liability, if any, required by the Proponent under a service level agreement;
- b. Fees: consultancy, technology access, fronting, and/or other fees;
- c. Broker access to the global insurance market, including how the proponent envisions BCNPHA and its Subsidiary's involvement with the insurer(s); and its track record in obtaining competitive pricing for clients; and,
- d. Relationship with insurer: describe the current state of the proponent's relationships in the global insurance market.

c. Broker Approach

- a. Local presence: describe the proponent's presence in the Metro Vancouver market, on Vancouver Island, and across BC;
- b. Self-insurance program support and consultancy: examples of how the proponent supports and provides consultancy to other self-insurance programs in the proponent's current roster; and, experience in the construction of fronting arrangements; and,

- c. Support services: outline the care that the proponent will provide to ensure a high-functioning program and provide a copy of the draft brokerage services agreement.

d. Experience

- a. Sufficiency of staff: describe the proponent's staff capacity in the directly serviceable area(s);
- b. Working with self-insurance programs: name and describe the scope and size of other self-insurance programs that the Proponent has serviced, please include past and current groups;
- c. Experience with fronting arrangements: name and describe the scope and size of other fronting insurance programs that the Proponent has constructed and serviced, please include past and current groups; and,
- d. Experience with non-traditional properties: describe the Proponent's relevant experience working with procuring insurance for non-traditional housing. This may include various forms of community housing, rather than the traditional strata or homeowner.
- e. Relevant key personnel experience: The Proponent's key insurance broker personnel (minimum 2 people, or one main broker and one equally knowledgeable backup broker) and any subcontractors of the Proponent included in its proposal should have a minimum of five (5) years providing senior-level commercial insurance broker services. Any replacement of key personnel during the term of the engagement must be approved in writing by the Subsidiary.

e. References

- a. References: Proponents must provide three (3) references: one (1) client that manages and administers a current self-insurance program, one (1) insurance-related firm (e.g., insurer, specialist underwriter, adjusting firm, etc.) that the Proponent has worked extensively with in the past and, one (1) current and sizeable property client. These should be individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References must be available for BCNPHA to contact before executing the contract.

10. Non-Negotiables

The following are requirements of a successful proponent and are non-negotiable:

- A technology platform that provides program administration and policy issuance;
- Data ownership: all data related and included to, but not limited to, the execution of and for the entirety of the Contract will be owned by the Subsidiary and may be shared with BCNPHA at its sole discretion; and,
- BCNPHA and, moving forward, the Subsidiary must be present and included in all negotiations and conversations with the insurer(s). BCNPHA and/or the Subsidiary will have a "seat at the table".

11. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency and to ensure each proposal receives full consideration. All pages should be in one document and consecutively numbered.

- Signed cover page;
- Signed Confidentiality Agreement;
- Table of contents including page numbers;
- A short (one or two page) summary of the key features of the proposal;
- List of key personnel;
- The body of the proposal, including pricing;
- Appendices, appropriately tabbed and referenced;
- Identification of Proponent (legal name); and,
- Identification of Proponent contact (if different from the authorized representative) and contact information.
- List of references with name, title, and contact information

12. EVALUATION METHODOLOGY

Evaluation of proposals will be by a committee formed by BCNPHA. BCNPHA's intention is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking after checking and scoring references.

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

13. MANDATORY CRITERIA

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

- The proposal must be received by email before the specified closing time;
- The proposal must be in English;
- Completed Request for Proposals cover page including an originally signed Proponent Section with the first copy;
- Include a letter signed by the Proponent's account executive confirming the Proponent's ability to become the Broker of Record with the Insurers by June 30, 2023; and,
- The proposal must include three (3) references. See page 11, 9.e.b

14. WEIGHTED CRITERIA

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria:

DATA & TECHNOLOGY	PRICING & ACCESS	BROKER APPROACH	EXPERIENCE	REFERENCES
35%	35%	20%	10%	PASS/FAIL
Underwriting and ratings software	Profit sharing proposal:	Local presence	Sufficiency of staff	Three (3) references
Issuing policies	Fees	Self-insurance program support and consultancy	Working with self-insurance programs	
Collection of premiums	Broker access to the global insurance market	Support services	Experience with non-traditional properties	
Data storage	Relationship with Insurer		Relevant key personnel experience	
Data ownership				
Information security				
Portal/client facing interface				
Analytical tools				

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

15. SELECTED VENDOR

Up to two (2) vendors will be selected to present (in-person in Vancouver) to the selection committee for up to 1.5 hours. The selected Proponent(s) will be asked to, but not limited to:

- Introduce the core team who will be supporting the contracted program;
- Overview of services and support provided by the Proponent;
- Describe proposed profit-sharing arrangement, including property and liability lines;
- Live-Technology demonstration (both administration and client-facing software(s)); and,
- A description of how the Proponent proposes to work with BCNPHA and its Subsidiary.

* * * * *

CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** made this ____ day of _____ 2023.

BETWEEN:

British Columbia Non-Profit Housing Association (hereinafter referred to as "BCNPHA")

AND:

_____ (hereinafter referred to as "the Proponent")

In consideration of BCNPHA permitting the Proponent, for its sole use in preparation of a proposal in response to the above noted Request for Proposals (the "RFP") access to proprietary and confidential information owned by BCNPHA, the parties covenant as follows:

1. "Information" as used in this Agreement includes without limitation any and all information contained in any document revealed to the Proponent by or on behalf of BCNPHA, any verbal representations or strategies made by BCNPHA, employee, or any person acting on behalf of BCNPHA, any other information obtained by any written, electronic or verbal communication, documents, computer disks, calculations, studies, plans, computer printouts, computer-generated media, notes, and other work products generated or received from BCNPHA.
2. The Proponent acknowledges that all the Information given to the Proponent is valuable proprietary and confidential information of BCNPHA.
3. The Proponent agrees to hold the Information in strict confidence and to take all appropriate actions to preserve its confidentiality. Without limiting the generality of the foregoing, the Information shall not be copied, reproduced in any form or stored in a retrieval system or database by the Proponent.
4. Subject to paragraph 5, the Proponent shall not use, directly or indirectly disclose, divulge, allow access to, transmit or transfer the Information to any person or make available any of the information to any other party in any way without BCNPHA's prior written consent, other than as required to create a proposal in response to the RFP.
5. The Proponent may disclose the Information only to those persons who have a need to know the Information for the purpose of creation of a proposal, and are specifically advised of the confidential nature of the Information and who have agreed to keep confidential the Information in accordance with concepts that in substance are substantially similar to the terms of this Agreement.
6. This Agreement shall not constitute any, and BCNPHA, and their respective directors, officers, employees, agents, advisers and representatives make no, representation, warranty or guarantee, express or implied, to the Proponent with respect to the accuracy or completeness of the Information, and the Proponent shall not rely on the accuracy or completeness of the Information, or

any of it. None of BCNPHA or any of their respective directors, officers, employees, agents, advisers and representatives shall be held liable for any errors or omissions in the Information or the use or the results of the use of the Information. Notwithstanding the foregoing BCNPHA acknowledges that the Proponents will be using and relying upon the information being provided for the purpose of responding to the RFP.

7. The Proponent shall destroy or return all Information to BCNPHA no later than the closing date of the RFP, regardless of whether the Proponent submits a proposal, and the Proponent shall not retain copies of the Information.

8. The Proponent acknowledges that Information provided to the Proponent constitutes commercial and financial information of BCNPHA, which has been, or will be, disclosed in confidence. It is also acknowledged that disclosure of any Information publicly or to third persons could reasonably be expected to harm significantly the competitive position and or interfere with the negotiating position of BCNPHA, and further could reasonably be expected to harm the financial or economic interests of BCNPHA. Accordingly, the parties hereto confirm their intention that all Information disclosed to the Proponent shall be deemed to be confidential and exempt from disclosure to third persons in accordance with Sections 17 and 21 of the *Freedom of Information and Protection of Privacy Act* of British Columbia, as amended.

The parties have executed this Agreement as follows:

For the Proponent

For BCNPHA

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____