



Request for Qualifications

Kitsilano Secondary School Renewal

RFQ # 4804

[CONFORMED AS AT JULY 3, 2012
and INCLUDES ADDENDUM #1]

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – Kitsilano Secondary School Renewal Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Catherine Silman Email: Catherine.silman@partnershipsbc.ca Please direct all enquiries, by email, to the above named Contact Person. <u>No telephone enquiries please.</u>
ENQUIRIES	Respondents are encouraged to submit enquiries at an early date to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any enquiry received after 15:00 PST on the day that is 15 days before the Submission Time.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: 14:00 PST on July 4, 2012
SUBMISSION LOCATION	Responses are to be submitted to: 2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3 Attention: Catherine Silman



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1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this request for qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the project. Based on these Responses, the Owner intends to select, in accordance with the terms of this RFQ, a shortlist of up to three teams (the “**Proponents**”) to be invited to participate in the next stage of the Competitive Selection Process, the request for proposals (“**RFP**”) stage.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Owner to make an offer by issuing this RFQ.

Under the Competitive Selection Process, the Owner is seeking to enter into a contract (the “**Design-Build Agreement**”) with a qualified entity (the “**Design-Builder**”) to design and build the Kitsilano Secondary School Renewal (the “**Project**” or the “**Facility**”) in Vancouver, B.C.

If a capitalized term used in this RFQ is not defined in Section 7.1 of this RFQ, it will be defined in the section of the RFQ in which it is first used.

1.2 ADMINISTRATION OF THIS RFQ

Partnerships British Columbia Inc. (“**Partnerships BC**”) is managing this RFQ and the Competitive Selection Process on behalf of the Owner.

1.3 ELIGIBILITY

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

1.4 PROJECT BRIEF

The Owner has issued a Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of, the RFQ, the RFP, the Design-Build Agreement, or to in any way define or describe any party’s rights with respect to the Project.



2 THE PROJECT

2.1 KITSILANO SECONDARY SCHOOL RENEWAL

The Owner plans to replace the Kitsilano Secondary School on its existing site. The development option identified by the Owner requires phased construction of the new school being coordinated with renovation and deconstruction of the existing school. Key features of the Project are:

- School capacity - 1,500 students;
- Scope includes a Neighbourhood Learning Centre and a 350-seat theatre;
- Building area - approximately 18,000 square metres;
- Project budget - approximately \$55 to 60 million;
- Project to be procured as a Design-Build;
- Anticipated phasing for the current option:
 - Phase 1 - Construct new building and reno shop area for interim use;
 - Phase 2 - Deconstruct main building and build new inside existing heritage facade; and
 - Phase 3 - Deconstruct shop building and complete site works;
- Preservation of the main heritage façade on the 1927 main building;
- Project will be designed, documented, and built to LEED® Gold certification;
- Wood will be used in the Project, consistent with Wood First Legislation; and
- Sustainable Heat Exchange designs, if deemed possible and economical over the life cycle of the Facility.

2.2 PROJECT OBJECTIVES

The purpose of the Project is renewal of Kitsilano Secondary School which will include retention of the 1927 historic elevation; a seismically safe teaching and learning environment; gym space built to post-disaster (structural) standards; and Neighbourhood Learning Centre space for school and community use.



2.3 PROJECT TEAM

2.3.1 The Board of Education of School District No. 39 (Vancouver)

The Vancouver School District is among the most diverse public school systems in Canada, with an annual enrolment of approximately 56,000 students in Kindergarten to grade 12. In addition, the Vancouver School District provides educational programs and services to full-time Adult Education and Continuing Education students.

Additional information about the Owner is available at: www.vsb.bc.ca.

2.3.2 Partnerships BC

Partnerships BC was established by the Province of British Columbia to evaluate, structure and implement partnership delivery solutions for public infrastructure.

The Owner has engaged Partnerships BC to manage the procurement of the Kitsilano Secondary School.

Additional information about Partnerships BC is available at www.partnershipsbc.ca.

2.4 ADVANCE WORK BY THE OWNER

The following sections provide an overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Contract Award.

2.4.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia and was announced on October 28, 2011. Further approvals are expected to be required prior to issuance of the RFP and Contract Award.

2.4.2 Site

The Project site (the “**Site**”) is located in Vancouver, British Columbia. The Site is bounded by Trafalgar Street on the west, West 10th Avenue on the north, Larch Street Right-of-Way on the east, and West 12th Avenue on the south. The site area is approximately 2.7 hectares.



Figure 1: Aerial View of Kitsilano Secondary School



2.4.3 Site Preparation

The Owner does not anticipate doing any site preparation works for the Project.

2.4.4 Programming

The Owner is in the process of completing its programming, indicative design and drafting of the Statement of Requirements.

2.5 GENERAL SCOPE OF THE DESIGN-BUILDER'S RESPONSIBILITY

2.5.1 Design-Build Agreement

The Project will be delivered under a design-build agreement. The Owner intends to attach a draft of the design-build contract (the "**Draft Design-Build Agreement**") to the RFP which will include:

- (a) Statement of Requirements for the design and construction of the Facility; and
- (b) Proposed commercial terms.

The Final Draft Design-Build Agreement will be the basis upon which Proposals will be prepared in response to the RFP.

2.5.2 General Scope of Responsibility

The Owner anticipates that the general scope of the Design-Builder's responsibility under the Design-Build Agreement will be as follows:

(a) Design

The Design-Builder will be responsible for all aspects of the design for the Facility including the integration of the various building components with each other. The final design will comply with the Statement of Requirements that will be included in the Design-Build Agreement, and all applicable laws, including the City of Vancouver (the "City") zoning bylaw. The Project will be required to achieve LEED® Gold certification. The RFP will request Proposals that include representative designs.

(b) Construction

The Design-Builder will be completely responsible for:

- (1) obtaining in a timely manner, all permits and approvals necessary for construction of the Facility. The permitting process will be further clarified in the RFP;
- (2) provision of utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City infrastructure; and
- (3) Substantial Completion of construction of the Facility by June 2017.

(c) Finance

It is anticipated that the Owner will make payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP).

It is anticipated that there will be an Affordability Ceiling in the RFP stipulating a maximum value of the payments over the construction period, and that it will be mandatory to comply with this requirement.

(d) Wood First

As contemplated by the Wood First Act (British Columbia), the Design-Builder will be required to use wood in the Project consistent with Wood First legislation.

(e) Communication and Consultation

The Owner and the Design-Builder will work together on all aspects of public communication and consultation as set out in the Design-Build Agreement.

2.6 COMMERCIAL TERMS

2.6.1 Key Commercial Terms

The following are some of the key commercial terms that the Owner anticipates will be included in the Design-Build Agreement:

- (a) **Payment:** the Owner will make payments to the Design-Builder over the construction period as defined in the Design-Build Agreement.
- (b) **Affordability:** It is anticipated that the successful Proponent will not exceed the Affordability Ceiling threshold to be set out in the RFP.
- (c) **Risk Allocation:** The Design-Build Agreement will allocate risks to the party best able to manage that risk. Risks allocated to the Design-Builder will include schedule and price.
- (d) **Extended Warranty:** The Owner anticipates requiring the Design-Builder to provide an extended warranty for the Project of up to two years.

3 COMPETITIVE SELECTION PROCESS

This section describes the process that the Owner expects to use in the selection of a preferred proponent (the “**Preferred Proponent**”) and the execution of the Design-Build Agreement. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Contract Award.

3.1 RFQ STAGE

The Owner anticipates that it will select a shortlist of no more than three Respondents, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

3.2 RFP STAGE

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Design-Build Agreement, and to award the Design-Build Agreement.

3.2.1 Collaborative Meetings

The RFP stage will include collaborative discussions (the “**Collaborative Meetings**”) relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process.

The Owner anticipates that the RFP stage will allow Proponents to provide input on the Draft Design-Build Agreement as follows:

- (a) the Owner will invite each Proponent to review the Draft Design-Build Agreement as attached to the RFP and then meet confidentially and separately with the Owner to discuss any comments or amendments that the Proponent requests to be considered;
- (b) the Owner will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of the Owner, amend the Draft Design-Build Agreement, and by one or more Addenda issue a revised Draft Design-Build Agreement; and
- (c) ultimately the Owner will issue the Final Draft Design-Build Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 RFP Submission

The form of the RFP submission will be described in the RFP. The RFP submission is expected to include the following:

- (a) a fully binding Proposal to design and build the Facility;



- (b) a commitment to enter into the Design-Build Agreement by the Design-Builder; and
- (c) committed pricing and schedule for the Project.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

The Owner will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

It is the intention of the Owner that, if the Competitive Selection Process is successfully completed, partial compensation of \$100,000 will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the RFP and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a bona fide and responsive Proposal, the transfer of all intellectual property rights to the Owner, and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of the Owner.

3.4 COMPETITIVE SELECTION TIMELINE

The following is the Owner's estimated timeline for the Competitive Selection Process and the Project:

Activity	Estimated Date
RFQ issue	May 18, 2012
Introductory Project Meeting	May 30, 2012
RFQ Submission Time	July 4, 2012
Respondent interviews/presentations (optional)	week of July 16, 2012
Announce Shortlisted Respondents	August 2012
Issue RFP and Draft Design-Build Agreement to Proponents	August 2012
Issue Final Draft Design-Build Agreement	November 2012
Submission Time for Technical Submissions	December 2012
Submission Time for Financial Submissions	January 2013
Selection of Preferred Proponent	February 2013
Contract Award	March 2013
Design-Build Activities Commence	March 2013
Substantial Completion	June 2017

All dates in the above timeline are subject to change at the sole and absolute discretion of the Owner.



3.5 INTRODUCTORY PROJECT MEETING

The Owner intends to hold a meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. It is anticipated that the meeting will include a tour of the Site. The date of this meeting will be May 30, 2012 in Vancouver, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.



4 SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY REQUIREMENTS

Responses to this RFQ will be received at the Submission Location before the Submission Time as stated in the Summary of Key Information. Responses received after the Submission Time will not be considered and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 RESPONSE FORM AND CONTENT

Responses to this RFQ should be in the form and content described in Appendix A.

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

Responses should be in English. Any portion of a Response not in English may not be evaluated.

4.4 NO FAX OR EMAIL SUBMISSION

Responses submitted by fax or email will **not** be accepted.

4.5 RECEIPT OF COMPLETE RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ, as listed in the Table of Contents of this RFQ, plus any Addenda. Each and every Response is deemed to be made on the basis of the complete RFQ issued prior to the Submission Time. The Owner accepts no responsibility for any Respondent that does not receive all RFQ information.

4.6 RECEIPT CONFIRMATION FORM

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form will be completed, executed and delivered to the Contact Person via email.

4.7 ENQUIRIES

Respondents are encouraged to submit enquiries at an early date to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any enquiry received after 15:00 PST on the day that is 15 days before the Submission Time.



All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and the following will apply to any enquiry:

- (a) any responses will be in writing;
- (b) enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Owner decides that an enquiry should be distributed to all Respondents, then the Owner will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) subject to Section 4.7 (c), any enquiry and response may, in the Owner's discretion, be distributed to all Respondents, if the Owner in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The Owner may keep either or both the enquiry and response confidential if in the judgment of the Owner it is fair or appropriate to do so.

4.8 UNOFFICIAL INFORMATION

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

No fax communication with the Contact Person is permitted with respect to the Project.

The following provisions shall apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email where such email communications or delivery is permitted by the terms of this RFQ:

The Owner does not assume any risk or responsibility or liability whatsoever to any Respondent:

- (a) for ensuring that any electronic email system being operated for the Owner or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.



All permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

4.10 ADDENDA

The Owner may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Submission Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to enquiries as provided by Section 4.7, will be included in, or will in any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFQ. The Owner will send a notification of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.11 DEFINITIVE RECORD

The electronic conformed version of the RFQ in the custody and control of the Owner prevails.

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location prior to the Submission Time.

4.13 RESPONSE DECLARATION FORM

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to the Owner in the Owner's discretion, and should include the completed form as part of its Response. The Response Declaration Form will be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

4.14 RELATIONSHIP DISCLOSURE FORM

A Respondent is required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the Owner in the Owner's discretion.



5 EVALUATION

5.1 EVALUATION

The evaluation of Responses will be carried out by the Owner with assistance from other persons as the Owner may decide it requires, including technical, financial, legal and other advisors or employees of the Owner or Partnerships BC.

5.2 EVALUATION CRITERIA

The Owner will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

5.3 EVALUATION AND SELECTION PROCEDURES

To assist in the evaluation of the Responses, the Owner may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (b) conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process;
- (c) seek clarification of a Response or supplementary information from any or all Respondents;
- (d) request interviews/presentations with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information in the evaluation of Responses.

The Owner is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, the Owner judges is not in contention to be shortlisted.

The Owner will notify Respondents of the RFQ results by sending a written notice to the Respondent's Representative.



The Owner will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within three months after a shortlist has been announced. In a debriefing the Owner will discuss the relative strengths and weaknesses of that Respondent's Response, but the Owner will not disclose or discuss any confidential information (the "**Confidential Information**") of another Respondent.

5.4 INTERVIEWS/PRESENTATIONS

Respondents may be required by the Owner to have interviews or present their Response during the evaluation process at the request of the Owner. The presentations should be specific to the Project and may not contain any marketing information of the Respondent or any member of the Respondent Team.

5.5 CHANGES TO PROPONENT TEAMS

The Owner intends to issue the RFP only to the entities that have been shortlisted under this RFQ ("**Proponents**"). If for any reason a Proponent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members, or substituting new members for listed members), then the Proponent will submit a written application with such information as the Owner may require, including a comprehensive description of the change, the reason for the change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualification and abilities of the new member to the Owner for approval. The Owner, in its sole and absolute discretion, may grant or refuse to grant permission for a change to a Proponent's team list, considering the Owner's objective of achieving a Competitive Selection Process that is not unfair to other Proponents, and without limiting the above.

The Owner's discretion to give approval for changes to a Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Respondent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

The Owner may refuse to permit a change to the membership of a Proponent's team if:

- (a) the change would, in the Owner's judgment, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- (b) the evaluation of the new team, using the Evaluation Criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been shortlisted.

6 RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

This RFQ does not commit the Owner in any way to proceed to an RFP stage or award a contract, and the Owner reserves the complete right to, at any time, reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project in some other manner as the Owner may decide in its absolute discretion.

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND CONFIDENTIALITY

All documents and other records in the custody of, or under the control of, the Owner are subject to the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”) and other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the Owner that the Respondent has complied with applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

6.3 CONFIDENTIALITY OF OWNER INFORMATION

All non-public information pertaining to Partnerships BC or the Owner obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Partnerships BC or the Owner (as applicable). Except as expressly stated in this RFQ, and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the confidentiality agreement (the “**Confidentiality Agreement**”) attached as part of Appendix C to this RFQ.

Proponents will also be required to sign a Participation Agreement (the “**Participation Agreement**”) as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The Owner expects that the form of the Participation Agreement will be substantially as set out in Appendix F.



6.4 COST OF PREPARING THE RESPONSE

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by the Owner, attending meetings, and conducting due diligence.

6.5 NO REPRESENTATION OR WARRANTY

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the Owner, the Contact Person or any advisor to the Owner, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Project, except as otherwise specifically stated in this RFQ. The Owner accepts no responsibility for any Respondent lacking any information.

6.6 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Owner;
- (c) disqualify a Response that fails to meet the stated Mandatory Requirements under Section 4.1 of this RFQ, or for any of the reasons set out in Sections 2.2 and 2.3 of Appendix A, or any other reason the Owner determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;



- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 LIMITATION OF DAMAGES

Each Respondent, by submitting a Response, agrees that in no event will the Owner or Partnerships BC, or any of their employees, advisors or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Owner or any of its employees, advisors or representatives if the Owner for any reason whatsoever:

- (a) does not select a shortlist of Respondents;
- (b) suspends, cancels or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);
- (d) under the terms of this RFQ, permits or does not permit a Restricted Party to advise, assist or participate as part of a Respondent Team; or
- (e) for any breach or fundamental breach of contract or legal duty of the Owner, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process or for any other reason whatsoever.

6.8 OWNERSHIP OF RESPONSES

All Responses submitted to the Owner become the property of the Owner.

6.9 CONFIDENTIALITY, DISCLOSURE AND TRANSPARENCY

The Owner is committed to an open and transparent Competitive Selection Process while understanding the Respondents' need for protection of confidential commercial information. To assist the Owner in



meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

The Owner expects to disclose the following information during this stage of the Competitive Selection Process: this RFQ document, the number of Respondents, and the names of Proponents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, the Owner.

Respondents will notify the Owner of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

6.10 NO COMMUNICATION OR COLLUSION

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent Team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

6.11 NO LOBBYING

A Respondent, and any firms, corporations or individual member of a Respondent Team, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of the Owner, Partnerships BC, the Fairness Advisor's firm except the individual appointed as Fairness Advisor, or any representative of the Owner, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by the Owner. The Owner reserves the right to disqualify a Respondent that contravenes this Section 6.11.



6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

The Owner reserves the right to disqualify any Respondent that in the Owner's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Respondent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Owner, Partnerships BC or any members of the Owner or others providing advice or services to the Owner with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to Confidential Information that is not, or would not reasonably be expected to be, available to all Respondents.

The Owner and the Conflict of Interest Adjudicator (or the "**COI Adjudicator**") may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.12.1 Use or Inclusion of Restricted Parties

The Owner may, in its sole and absolute discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner, if the Respondent is a Restricted Party, or if the Respondent uses a Restricted Party:

- (a) to advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or
- (b) as a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.



6.12.2 Current Restricted Parties

At this RFQ stage, and without limiting the definition of Restricted Parties, the Owner has identified the following persons, firms or organizations as Restricted Parties.

- Boughton Law Corporation;
- Stantec Architecture Ltd.;
- Stantec Consulting Ltd.;
- BTY Group;
- CitySpaces Consulting;
- McGinn Engineering and Preservation Ltd.;
- ACM Environmental Corporation
- Joan Young;
- McMillan LLP;
- Lisa Bell & Associates;
- Fasken Martineau Dumoulin LLP; and
- The Owner and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

6.12.3 Shared Use

A Shared Use Person is a person identified by the Owner as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

6.12.4 Conflict of Interest Adjudicator

The Owner has appointed a COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any Person is a Restricted Party.

The COI Adjudicator and the Owner may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 will apply with such modifications as the Owner or the COI Adjudicator may consider necessary.



There is no requirement to refer all conflict of interest or unfair advantage issues to the COI Adjudicator.

6.12.5 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this section.

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than 10 days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of Confidential Information; and
- (d) copies of any relevant documentation.

The Owner may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Owner refers the request to the COI Adjudicator, the Owner may provide input regarding the issues raised to the COI Adjudicator.

Subject to Section 6.2, all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.12.6 The Owner May Request Advance Decision

The Owner may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Owner identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Owner will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.



The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Owner may require that the Respondent make an application under Section 6.12.5.

6.12.7 Decisions Final and Binding

The decision of the Owner or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and the Owner. The Owner or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

6.12.8 Exclusivity

Unless permitted by the Owner in its sole and absolute discretion or permitted as a Shared Use Person, the following may only participate as a member of one Respondent Team:

- a Prime Team Member;
- a Key Individual; and
- the Affiliated Persons of a Prime Team Member or a Key Individual

If any Respondent, Prime Team Members, Key Individuals or their respective Affiliated Persons contravenes the foregoing, the Owner reserves the right to disqualify any or all of affected Respondents, or only the lowest-ranked such Respondent, or may permit any or all such Respondents to continue and impose such conditions as may be required by the Owner. Each Respondent is responsible, and bears the onus, to ensure that the Respondent, its Prime Team Members and Key Individuals and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Prime Team Member or a Key Individual of a Respondent who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this section through the following process:

- (a) To request an advance decision on matters related to exclusivity, the Respondent or prospective Prime Team Member or Key Individual of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
 - (1) Names and contact information of the Respondent or Prime Team Member or a Key Individual or prospective Respondent or Prime Team Member or a Key Individual making the disclosure;
 - (2) A description of the relationship that raises the possibility of non-exclusivity;



- (3) A description of the steps taken to-date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (4) Copies of any relevant documentation.

The Owner may require additional information or documentation to demonstrate to the satisfaction of the Owner in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Owner in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

6.13 FAIRNESS ADVISOR

The Owner has appointed Joan Young as the Fairness Advisor to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the Owner that the Owner will make public.

The Fairness Advisor will be:

- (a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by the Owner of all documents and activities associated with this RFQ.

Proponents may contact the Fairness Advisor directly with regard to concerns about the fairness of the Competitive Selection Process.



7 INTERPRETATION

7.1 DEFINITIONS

In this RFQ:

“**Addenda**” or “**Addendum**” means each amendment to this RFQ issued by the Contact Person as described in Section 4.10.

“**Affiliated Persons**”, or affiliated persons, or persons affiliated with each other, are:

- (a) a corporation and
 - (1) a person by whom the corporation is controlled,
 - (2) each member of an affiliated group of persons by which the corporation is controlled, and
 - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- (b) two corporations, if
 - (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority interest partner of the partnership;
- (e) two partnerships, if
 - (1) the same person is a majority interest partner of both partnerships,
 - (2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
 - (3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;
- (f) a person and a trust, if the person



- (1) is a majority interest beneficiary of the trust, or
 - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
- (1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
 - (2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
 - (3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

“Affordability Ceiling” means the maximum sum of the nominal milestone payments (inclusive of all taxes except HST) to be paid to the Design-Builder as defined in the Design-Build Agreement.

“City” means the City of Vancouver.

“Claim” means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“Collaborative Meetings” has the meaning set out in Section 3.2.1.

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 6.12.3.

“Competitive Selection Process” means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFQ.

“Confidential Information” has the meaning set out in Appendix C.

“Confidentiality Agreement” means the agreement referred to in Appendix C to this RFQ.

“Contact Person” means the person identified as such in the Summary of Key Information, or such other person as may be appointed by the Owner for that purpose.

“Contract Award” means the time when the Design-Build Agreement and all other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Design-Build Agreement have been satisfied.

“Design-Build Agreement” has the meaning set out in Section 1.1.



“Design-Build Construction Lead” means the individual responsible for leading the construction of the Project.

“Design-Build Design Manager” means the Design-Builder’s representative in charge of oversight of the design-build design team.

“Design-Build Director” means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as described in the Response.

“Design-Builder” means the individuals, corporations, other entities or the underlying legal entities that make up a legal structure and who have the direct responsibility to design and build the Project, as described in the Response.

“Draft Design-Build Agreement” means the draft form of Design-Build Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

“Evaluation Criteria” means the criteria referred to in Section 2.1 of Appendix A to this RFQ.

“Facility” has the meaning set out in Section 1.1.

“Fairness Advisor” has the meaning set out in Section 0.

“Final Draft Design-Build Agreement” has the meaning set out in Section 2.5.1.

“Freedom of Information and Protection of Privacy Act” or “FOIPPA” has the meaning set out in Section 6.2.

“Key Individuals” of a Respondent means the specific firms and persons, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles; and multiple individuals can fill respective positions:

- Design-Build Director;
- Design-Build Design Manager;
- Lead Architect; and
- Design-Build Construction Lead;

“Lead Architect” means the individual responsible for leading the design of the Project.

“Mandatory Requirements” has the meaning set out in Section 4.1.



“**Nominated Projects**” has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A of this RFQ, and as requested in Form A-1 Nominated Project Details of Appendix A.

“**Owner**” means the Board of Education of School District No. 39 (Vancouver).

“**Participation Agreement**” means the form substantially as attached as Appendix F to this RFQ.

“**Partnerships BC**” means Partnerships British Columbia Inc.

“**Preferred Proponent**” means the company, firm, consortium or other legal entity selected by the Owner during the RFP stage to negotiate the Design-Build Agreement.

“**Prime Team Member**” means an individual or entity that:

- a) is the Respondent;
- b) will undertake the lead development role in respect of the Project;
- c) is the Design-Builder; or
- d) is the architectural firm.

“**Project**” means the design and construction of the Facility and all other works ancillary to the Facility in accordance with the Design-Build Agreement.

“**Project Brief**” has the meaning set out in Section 1.4.

“**Proponent**” means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.

“**Proposal**” means the submission prepared by a Proponent in response to the Request for Proposals.

“**Receipt Confirmation Form**” means the form substantially as attached as Appendix B to this RFQ.

“**Relationship Disclosure Form**” means the form substantially as attached as Appendix E to this RFQ.

“**Respondent**” means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit a Response.

“**Respondent’s Representative**” means the person or firm, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D), who is fully authorized to represent the Respondent in any and all matters related to its Response.



“Respondent Team” means the entire team, including both firms and individuals, as described in the Respondent’s Response, that will prepare the Respondent’s Proposal under the RFP, and will perform the obligations of the Design-Builder under the Design-Build Agreement.

“Response” means the formal response to this RFQ by a Respondent.

“Response Declaration Form” means the form substantially as attached as Appendix D to this RFQ.

“Restricted Party” means those persons or firms (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

“RFP” means the Request for Proposals, which may be issued by the Owner as a stage of the Competitive Selection Process.

“RFQ” means this Request for Qualifications, including the Appendices, issued by the Owner as the first stage of the Competitive Selection Process.

“Shared Use Person” means those persons or firms, if any, who are specifically named in Section 6.12.3.

“Site” means the site upon which the Project is to be constructed.

“Statement of Requirements” means the specifications for the design and construction of the Facility as set out in the Design-Build Agreement.

“Submission Location” means the submission location identified as such in the Summary of Key Information.

“Submission Time” means the time and date indicated as such in the Summary of Key Information.

“Substantial Completion” has the meaning set out in Section 2.5.2.

7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in a Person’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Person;



- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFQ is not to be read as limiting; and
- (f) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format

Attached Sample Form: Form A-1: Nominated Project Details

Part 1. Response Guidelines

Responses should:

- (a) be clearly marked with the words, “**Response to RFQ – Kitsilano Secondary School Renewal**” to the Submission Location;
- (b) be limited to 75 double-sided sheets, including appendices, for Package 2;
- (c) include all of the information requested in this Appendix A; and
- (d) be submitted as follows:

Package	Contents	Number of Copies
Package 1	<ul style="list-style-type: none"> 1) Transmittal Letter; 2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent; 3) A table containing the names and company names of the Key Individuals; and 4) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent and each member of the Respondent Team. 	<ul style="list-style-type: none"> One One One One
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	One unbound copy marked “Master”; 5 bound copies; and One electronic copy (USB).
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	One unbound copy marked “Master”; 2 bound copies; and One electronic copy (USB).



Part 2. Evaluation

2.1 Minimum Requirements

The Owner will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the minimum requirements stated in Table 1 below. Should any Respondent Team fail to adequately meet the minimum requirements, the Owner may discontinue the evaluation of that Respondent Team's Response in accordance with Section 5.3 of the RFQ.

Table 1: Minimum Requirements

Financial Capacity
Sufficient financial capacity of the Design-Builder to undertake the Project: See Section 4 of Response Format (Part 3 of Appendix A).

For those Respondent Teams that adequately meet the minimum requirements, the Owner will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

2.2 Evaluation Criteria

The Owner will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

Without limiting in any way the Owner's rights and discretions, including in Section 6.6 of this RFQ, in respect of any of the requirements referenced in Table 3 of this Appendix A, the Owner may in its discretion, after reviewing the contents of the Response in accordance with Section 2.1 of this Appendix A, discontinue the evaluation of any Response if the Respondent is determined to be unable to demonstrate its financial viability.

Table 2: Evaluation Criteria and Weighting

Section	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	With reference to the response content requirements in Part 3, Section 1, each Response will contain the following information: 1.1 Proposed Respondent Team 1.2 Contact Information 1.3 Nominated Projects See Section 1 of Response Format (Part 3 of Appendix A).	Not Evaluated
Section 2 Design-Builder	Strength, relevant experience and demonstrated capability to undertake the complete Project for the following:	
	2.1 Project Development and Management Experience	
	2.2 Design-Builder Key Individuals' Experience <ul style="list-style-type: none"> ▪ Design-Build Director ▪ Design-Build Design Manager 	
	2.3 Value and Innovation	
	See Section 2 of Response Format (Part 3 of Appendix A)	25 points
Section 3 Design and Construction	Strength, relevant experience and demonstrated capability to undertake the design of the Project for the following:	
	3.1 Design Qualifications and Experience	
	3.2 Sustainability and Environmental Stewardship	
	3.3 Design Key Individual's Experience <ul style="list-style-type: none"> ▪ Lead Architect 	
	See Section 3 of Response Format (Part 3 of Appendix A)	50 points
	Strength, relevant experience and demonstrated capability to undertake the construction of the Project for the following:	
	3.4 Construction Qualifications and Experience	
	3.5 Construction Key Individual's Experience <ul style="list-style-type: none"> ▪ Design-Build Construction Lead 	
See Section 3 of Response Format (Part 3 of Appendix A)	25 points	
Total		100 points

2.3 Disqualification of Responses

Without limitation, the Owner may, in its sole and absolute discretion, disqualify a Response if:

- (a) background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the sole opinion of the Owner, interfere with the integrity of the Competitive Selection Process; or
- (b) the Response includes a false or misleading statement, Claim or information.

The Respondent and any member of the Respondent Team may be required to undertake a criminal records check in order to participate in the Project.



Part 3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 3 below.

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team and Organization	<ul style="list-style-type: none"> a) Identify the Design-Builder. b) Provide the legal name of the entity for each of the following Key Individuals: <ul style="list-style-type: none"> ▪ Design-Build Director; ▪ Design-Build Design Manager; ▪ Lead Architect; ▪ Design-Build Construction Lead. c) Provide organization chart(s), at the corporate level, including Key Individuals, which shows the relationships between Respondent Team members and any anticipated changes contemplated over the Project life cycle. d) Describe the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnership). e) Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).

Section	Title	Response Content Requirements
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <ul style="list-style-type: none">i. nameii. employeriii. mailing/courier addressesiv. telephone numberv. email addressvi. website address
1.3	Nominated Projects	Submit a maximum of 5 Nominated Projects (" Nominated Projects ") using Form A-1 of this Appendix A.

Section	Title	Response Content Requirements
2.	Design-Builder	
2.1	Project Development and Management Experience	<p>a) Based on up to two of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design-Builder's experience and capability with the following:</p> <ul style="list-style-type: none"> i. Developing and managing large, multi-disciplinary, fast-tracked, multi-phased, complex projects, particularly design-build projects; ii. Assembling and managing multi-disciplinary teams including design and construction integration; iii. Coordinating the work of the various specialists in accordance with the Project schedule; iv. Managing the design process including consultation with an educational (K-12, post-secondary) user/client, and/or a similar institutional (e.g., community centre) client; v. Stakeholder relations, specifically in regard to government relations (including the Authority), community relations, and media relations <p>b) For each of the Nominated Projects referenced in 2.1(a) and referencing the primary agreement (e.g. design-build agreement), describe the Design-Builder's experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
2.2	Design-Builder Key Individuals	<p>a) Provide comprehensive resumés for the Design-Build Director and Design-Build Design Manager as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; and v. Relevant experience in relation to the Project. <p>b) Describe the Design-Build Director's and Design-Build Design Manager's roles and responsibilities for each Nominated Project.</p> <p>c) Describe the availability and capacity of the Design-Build Director and Design-Build Design Manager to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>

Section	Title	Response Content Requirements
2.3	Value and Innovation	<p>Based on up to two of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design-Builder's experience and capability in providing value-added, innovative solutions to design and construction.</p> <p>Information provided should include examples of delivering, and managing the team in delivering, value-added innovative solutions to design and construction including, but not limited to, design principles, healthy buildings and LEED® new construction.</p>
3.	Design and Construction	
3.1	Design Qualifications and Experience	<p>a) Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the design team's design experience and capability for the following:</p> <ul style="list-style-type: none"> i. Managing large, multi-disciplinary, fast-tracked, multi-phased, complex projects, particularly design-build projects that are similar to the Project; ii. Developing designs in consultation with an educational (K-12, post-secondary) user/client, and/or a similar institutional (e.g., community centre) client; iii. Working effectively with the contractor team; iv. Schedule management; v. Familiarity with Vancouver Building Bylaw and any other local jurisdiction requirements, as well as the Canadian codes and standards, or equivalent; vi. Innovative uses of wood for both architectural and structural purposes; vii. Heritage retention; and viii. Obtaining peer recognition and/or design awards. <p>b) For each of the Nominated Projects referenced in 3.1(a) and referencing the primary agreement (e.g. design-build agreement), describe the design team's experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.

Section	Title	Response Content Requirements
3.2	Sustainability and Environmental Stewardship	<p>Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design Team’s experience and capability for the following:</p> <ul style="list-style-type: none"> a) Sustainable development philosophy, including examples of previous experience with sustainable projects as evidenced by company policies and practices (i.e., ISO 14001 certification, company-sponsored employee initiatives), experience with brownfield sites, and LEED® Gold certification with emphasis on demonstrating achievement of innovation credits; and b) Incorporating “best practices” concepts into design to deal with issues such as LEED® Gold certification, integration of process improvement concepts into facility design (i.e., workflow redesign, process efficiency tools) with specific reference to educational environments.
3.3	Design Key Individual’s Experience	<ul style="list-style-type: none"> a) Provide a comprehensive resumé for the Lead Architect, including, at a minimum, the following information: <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; and v. Relevant experience in relation to the Project. b) Describe the Lead Architect’s roles and responsibilities for each Nominated Project. c) Describe the availability and capacity of the Lead Architect to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.

Section	Title	Response Content Requirements
3.4	Construction Qualifications and Experience	<p>a) Based on up to two of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the construction team's construction experience and capability for the following:</p> <ul style="list-style-type: none"> i. Large, multi-disciplinary, fast-tracked, multi-phased, complex projects, particularly design-build projects; ii. Working with contractors and subcontractors; iii. Schedule management; iv. Construction and logistics management; v. Quality assurance and health and safety programs; and vi. Providing value-added, innovative solutions to construction. <p>b) For each of the Nominated Projects referenced in 3.4(a) and referencing the primary agreement (e.g. design-build agreement), describe the construction team's experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
3.5	Construction Key Individual's Experience	<p>a) Provide a comprehensive resumé for the Design-Build Construction Lead including, at a minimum, the following information:</p> <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; and v. Relevant experience in relation to the Project. <p>b) Describe the Design-Build Construction Lead's roles and responsibilities for each Nominated Project.</p> <p>c) Describe the availability and capacity of the Design-Build Construction Lead to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>

Section	Title	Response Content Requirements
4.	Financial Capacity	
4.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following;</p> <p>a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix H and Appendix I, from an insurer that the following coverage will be available for the Project, if required by the Owner, if the Respondent is awarded a contract:</p> <ul style="list-style-type: none"> ▪ Commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$20 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$10 million annual aggregate; and ▪ Professional liability insurance coverage of not less than \$5 million per occurrence and \$5 million aggregate. <p>b) Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix G, from a surety that the Respondent will be able to obtain a 50% performance bond and a 50% labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia if the Respondent is awarded a contract.</p>

Form A-1 Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 5)

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number</i>
Location of project	<i>Country, province/state, highway/road/facility, site or project extent</i>
Owner	<i>Organization name</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Owner or the Owner's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Relevance	<i>Describe the relevance of the Nominated Project to the Project.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date</i>
Time period of involvement	<i>Commencement date and duration, if different from Contract period</i>
Description of project	<i>Capital value, scope and complexity</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events</i>
Contract model	<i>Contract structure i.e., public private partnership, design-build</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members</i>



Item	Notes to Respondents
Performance	<i>Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria</i>



APPENDIX B RECEIPT CONFIRMATION FORM

(To be submitted by the Respondent's Representative on receipt of this RFQ)

Request for Qualifications

Kitsilano Secondary School Renewal

To receive any further distributed information

about this **Request for Qualifications**,

please execute and email both pages of this

Receipt Confirmation Form as soon as possible to:

Partnerships BC

Email: **Catherine.silman@partnershipsbc.ca**

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____



ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Appendix C of this RFQ.

Respondent's Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date



APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) Agreement means this Appendix C, which is subject to the RFP,
- (b) Confidential Information means all documents, knowledge and information provided by the Owner or any of its Representatives (the Disclosing Party) to, or otherwise obtained by, the Recipient or any of its Representatives (the Receiving Party), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
 - (1) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 - (2) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (3) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (4) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (5) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.



- (e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Owner or Partnerships BC in connection with the Project.
- (f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section **Error! Reference source not found.** of this RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

The Owner owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Owner, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.



5. Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Owner may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Owner will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the Owner and Partnerships BC and binds the Recipient and its successors.



APPENDIX D RESPONSE DECLARATION FORM

1. This Response Declaration Form will be executed by the Respondent.
2. By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form.
3. Capitalized terms in this Response Declaration Form are defined in Section 7.1 of this RFQ.

[RFQ Respondent's Letterhead]

To: [Insert organization and Submission Location]

Attention: [Insert Contact Person]

Re: Request for Qualifications entitled [Insert Project Name]

[Insert Respondent Name] Response

In consideration of the Owner's agreement to consider Responses in accordance with the terms of this RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

- (a) Response
 - (1) this Response Declaration Form has been duly authorized and validly executed;
 - (2) the Respondent is bound by all statements and representations in its Response;
 - (3) its Response is in all respects a fair Response made without collusion or fraud; and
 - (4) the Owner reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by the Owner.



(b) Acknowledgements with Respect to this RFQ

- (1) the Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's Table of Contents, and any and all Addenda;
- (2) the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation Section 6.7, all documents listed in this RFQ's Table of Contents, and any and all Addenda;
- (3) the Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
- (4) the Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (5) the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(c) Evaluation of Responses

- (1) this RFQ is not an offer, a tender or a request for proposals; it is a Request for Qualifications and the responsibility of the Owner is limited to consider Responses in accordance with this RFQ.

(d) Consent of Respondent Team

- (1) the Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

(e) The Respondent Team consists of:

Name of Respondent Team member - firm	Address	Role on Team	Key Individual (Y/N)



Name of Respondent Team member - individual	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the Response must be included in the table above.

RESPONDENT

RESPONDENT'S REPRESENTATIVE

 Name of Firm

 Address

 Address

 Name of Authorized Signatory

 Signature

 Name

 Email Address

 Telephone

If the Respondent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.



APPENDIX E RELATIONSHIP DISCLOSURE FORM

This Form will be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.

The Respondent declares on its own behalf and on behalf of each member of the Respondent Team that:

- (a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.
- (c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
 - (1) the Owner;
 - (2) any listed Restricted Party;
 - (3) any current shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party;
 - (4) any former shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
 - (5) any other person who, on behalf of the Owner or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project.

Name of Respondent Team member	Name of Party with Relationship (e.g., list Owner, Restricted Party, etc.)	Details of the Nature of the Relationship with the Listed Restricted Party/Person (e.g., Respondent Team member was an advisor to the Restricted Party from _____ to _____)

(Add additional pages as required)

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature



APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

[Insert Authority Name]

[Insert Authority Address]

Attention: [Insert Name], Contact Person

Dear Sirs/Mesdames:

Re: [Insert Project Name] – Participation Agreement in respect of the Request for Proposals issued by [Insert Authority Name] on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Proponent Name] (the “Proponent”) and the Owner, pursuant to which the Proponent agrees with the Owner as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- 2. Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Proponent Team members will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:



- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Owner;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 6.7 (Limitation of Damages) of the RFP. In no event will the liability of the Owner exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the Owner's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the Owner's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

- (a) the Owner may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- (b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. General.

(a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:

- (1) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Owner, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- (c) *Severability*. If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement*. This Participation Agreement enures to the benefit of the Owner and binds the Proponent and its successors.
- (e) *Applicable Law*. This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings*. The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number*. In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including*. The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

Name of Proponent

Authorized Signatory



SCHEDULE 1

Confidentiality Conditions

1. **Definitions.** In these confidentiality conditions:

- (a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
- (b) **Disclosing Party** means the Owner or any of its Representatives;
- (c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
- (d) **Receiving Party** means the Recipient or any of its Representatives;



- (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
- (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Owner or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Owner owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Owner, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices);

provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

- 6. Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Owner may be entitled at law or in equity.
- 7. Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Owner will be deemed to be a waiver of that right or remedy.



APPENDIX G BONDING UNDERTAKING

Date: _____, 20 ____ No. _____

TO: The Board of Education of School District No. 39 (Vancouver)

Re: Request for Qualifications
Kitsilano Secondary School Renewal

We _____ (name of Surety), a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for _____ (Respondent). Our client has demonstrated to us in the past an ability to complete its projects in accordance with the conditions of its contracts and we have no hesitation in recommending its services to you.

Our client wishes to be prequalified as a Respondent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of [50% of the Contract Price] and a Labour and Materials Payment Bond in the approximate amount of [50% of the Contract Price]. Based on the limited information available at this time, and subject to our assessment of the Kitsilano Secondary School Renewal, and our client’s work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

If we can provide any further assurances or assistance, please don’t hesitate to call upon us.

(Name of Surety)

_____ (Seal)

Attorney-In-Fact



APPENDIX H INSURANCE UNDERTAKINGS – COMMERCIAL GENERAL

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Kitsilano Secondary School Renewal:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TWENTY MILLION DOLLARS (\$20,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) annual aggregate for the Kitsilano Secondary School Renewal, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to The Board of Education of School District No. 39 (Vancouver).

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)



APPENDIX I INSURANCE UNDERTAKINGS – PROFESSIONAL LIABILITY

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Kitsilano Secondary School Renewal:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide Single Project Group Professional Liability insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive of any one claim for the Kitsilano Secondary School Renewal, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to The Board of Education of School District No. 39 (Vancouver).

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)

