



**Ministry of Public Safety and
Solicitor General**

**Ministry of Citizens' Services
Shared Services BC**

**REQUEST FOR QUALIFICATIONS
for
SURREY PRETRIAL SERVICES CENTRE
EXPANSION PROJECT**

RFQ #3225

VOLUME 2

April 28, 2010

Closing Time: 2:00 p.m. (local Vancouver time) on June 22, 2010
Delivery Address: 2320 – 1111 West Georgia Street
Vancouver, BC V6E 4M3
Contact Person: Catherine Silman
E-mail address: catherine.silman@partnershipsbc.ca

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is: RFQ – Surrey Pretrial Services Centre Expansion Project</p> <p>Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is: Catherine Silman</p> <p>Mail / Courier Address: 2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3</p> <p>Email: catherine.silman@partnershipsbc.ca</p> <p><u>No telephone enquiries please.</u></p> <p>Please direct all enquiries, by email, to the above named Contact Person.</p>
RECEIPT CONFIRMATION FORM	<p>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.</p>
CLOSING TIME	<p>The Closing Time is: 2:00 P.M. local Vancouver time on June 22, 2010</p>
DELIVERY ADDRESS	<p>Responses are to be submitted to:</p> <p>2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3 Attention: Catherine Silman</p>

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1. INTRODUCTION

1.1 Purpose of 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 Authority intends to select, in accordance with the terms of this RFQ, a shortlist of up to three 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 Authority to make an offer by issuing this RFQ.

Under the Competitive Selection Process, the Authority is seeking to enter into a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build, finance and maintain a 180-cell addition to the Surrey Pretrial Services Centre, together with associated renovations to the existing facility (the “**Project**” or the “**Facility**”).

If a capitalized term used in this RFQ is not defined in Section 7 it will be defined in the section of the RFQ in which it is first used.

1.2 Administration of RFQ

Partnerships British Columbia Inc. (“**Partnerships BC**” or “**PBC**”) is managing this RFQ and the Competitive Selection Process on behalf of the building owner, Shared Services BC (the “**Authority**”), and program provider, the Ministry of Public Safety and Solicitor General (“**PSSG**”).

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 Authority has issued a “Project Brief” (Volume 1 of this RFQ) for the purpose of providing an informal and convenient summary of aspects of the Project. **The Project Brief is not included in any way as part of this RFQ, either expressly or by inference or by reference, and is not intended to be referred to in any way in interpreting this RFQ.**

2. THE PROJECT

2.1 Project Objectives

The purpose of the Project is to design, build, finance and maintain a 180-cell addition to the Surrey Pretrial Services Centre, together with associated renovations to the existing facility.

The Project Agreement will require the successful Proponent to provide site-wide facility maintenance services; lifecycle rehabilitation to the new Facility; and lifecycle rehabilitation of the existing facility on a demand, or required basis, at the discretion of the Authority; for a concession period of 30 years commencing from the anticipated date of occupation of the Facility.

2.2 Project Team

2.2.1 Shared Services BC

Shared Services BC, a division within the Ministry of Citizens' Services ("SSBC" or the "Authority") works with its clients (government ministries and broader public sector customers) to develop an understanding of their needs, and to manage delivery of appropriate accommodation solutions. As well, SSBC provides responsible stewardship of the portfolio of owned and leased properties entrusted to its management.

SSBC will own and manage the Facility on behalf of the Ministry of Public Safety and Solicitor General.

Additional information about SSBC is available at: www.accommodationandrealstate.gov.bc.ca/

2.2.2 Ministry of Public Safety and Solicitor General

The Ministry of Public Safety and Solicitor General ("PSSG") is responsible to maintain and enhance public safety in every community across the Province of British Columbia. The portfolio of the Ministry includes adult custody and community corrections facilities.

The Corrections Branch of PSSG provides supervision of offenders in the community and of those persons on bail supervision while awaiting trial, and custodial accommodation for offenders sentenced to custody, and for persons remanded to custody awaiting trial. The Corrections Branch also supervises offenders awaiting transfer to federal prison, federally sentenced offenders transferred to provincial jurisdiction, and individuals detained under the Federal Immigration Act. The provincial correctional system is responsible for accommodating offenders serving sentences of up to two years less a day. Longer sentences are served in federal facilities.

PSSG is responsible for all programming related to operating the correctional program within the Facility, including employing all of the correctional services staff.

Additional information about PSSG is available at:

www.pssg.gov.bc.ca/corrections/index.htm.

2.2.3 Partnerships BC

Partnerships BC was established by the Government of British Columbia to structure and implement partnership solutions which serve the public interest.

The Authority has engaged Partnerships BC to manage the procurement of the Surrey Pretrial Services Centre Expansion Project.

Additional information about PBC is available at www.partnershipsbc.ca.

2.3 Advance Work by the Authority

An overview of the work undertaken on the Project to-date, and work planned to be undertaken by the Authority prior to Financial Close, is set out below:

- 2.3.1 Approval. The Project has been approved to proceed to procurement by the government of British Columbia. Further Authority and Province approvals will be required prior to issuance of the RFP and Financial Close.
- 2.3.2 Site. SSBC has acquired a parcel of land from the City of Surrey of sufficient size, and with the appropriate zoning, to accommodate the addition.
- 2.3.3 Programming. The Authority is in the process of completing its programming, schematic design and performance specification preparation.

2.4 General Scope of Project Co's Responsibility

2.4.1 Project Agreement

The Project will be managed under one Project Agreement. The Authority intends to attach a draft Project Agreement to the RFP which will include:

- i. performance-based output specifications for the design, construction and maintenance of the Facility;
- ii. the scope of services to be provided by the successful Proponent; and
- iii. proposed commercial terms.

The Final Draft Project Agreement will be the basis upon which proposals must be prepared in response to the RFP.

A schematic design for the addition and all renovations will be provided in the electronic data room for Proponents.

2.4.2 General Scope of Responsibility

The Authority anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

(a) Design

Project Co 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 must comply with the performance specifications that will be included in the Project Agreement, and all applicable laws,

including City of Surrey zoning. The 180-cell addition will require LEED® Gold certification. The RFP will request proposals that include representative schematic designs.

(b) Construction

Project Co will be completely responsible for:

- i. obtaining all permits and approvals necessary for construction of the Facility, excluding zoning approvals which are in place;
- ii. 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 of Surrey infrastructure; and
- iii. Occupancy of the Facility by November 2013.

(c) Equipment

Project Co will be responsible to design the Facility and to supply, procure, install and maintain items of equipment as identified in the Project Agreement. Typically, this will be equipment that needs to be integrated into the design, such as building security and control systems, or equipment that is needed to operate the physical infrastructure, such as elevators and mechanical equipment.

The Project may also include procurement of, or management of, contracts for specified equipment on behalf of the Authority.

Other equipment may be purchased by the Authority and will have to be integrated into the design, and in some cases installed by Project Co.

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

It is anticipated that the Authority will make progress/milestone payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 40-50 per cent of Project capital costs). Project Co will be required to provide all other required funding for design, construction, finance costs and maintenance, by way of equity and/or debt financing.

It is anticipated that there will be an affordability or other financial threshold in the RFP stipulating a maximum net present cost of the payments over the term of the Project Agreement and that it will be mandatory to comply with this requirement.

(e) Maintenance Services

During the term of the Project Agreement after occupation of the Facility by the Authority, Project Co will be required to provide facility maintenance services in the addition, renovated components and existing facility, which may include:

- i. General Management Services;
- ii. Plant Services;
- iii. Environmental Services;
- iv. Grounds Maintenance and Landscaping Services;
- v. Help Desk Services;
- vi. Utility Management Services;
- vii. Waste Management and Recycling Services; and
- viii. Pest Control Services

(f) Lifecycle Maintenance

Project Co will be responsible for the lifecycle rehabilitation of the new Facility, and will be required to maintain the addition to the agreed physical and performance standards during the term of the Project Agreement, and return the Facility to the Authority in the specified condition at the end of the term. Project Co will also provide lifecycle rehabilitation in the existing Surrey Pretrial Services Centre facility on a demand, or required, basis at the discretion of the Authority.

(g) Wood First

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

(h) Communication and Consultation

The Authority will provide day-to-day oversight and administration of the Project Agreement including audit of management processes and liaison with other parties.

The Authority and Project Co will work together on all aspects of public communication and consultation.

2.5 Commercial Terms

2.5.1 Committed Financing

It is anticipated that the RFP will require that a proposal identify the source of financing for the required equity and debt financing, and that such financing sources confirm acceptance of the terms of the Final Draft Project Agreement with limited required amendments.

2.5.2 Key Commercial Terms

The following are some of the key commercial terms that the Authority anticipates will be included in the Project Agreement:

- (a) Term: The term of the Project Agreement will commence on signing, and a 30-year maintenance term will commence from the anticipated Substantial Completion of the Facility. It is anticipated that construction will commence in 2011 and the Facility will be substantially complete and available for use by November 2013;
- (b) Payment: The Authority will pay service payments to Project Co monthly commencing on the month when the Facility is available for use by the Authority in accordance with a move-in schedule to be established under the Project Agreement. At this time the Authority does not anticipate starting payments earlier than the date the Facility is completed. The Authority anticipates making payments in advance on a monthly payment cycle;
- (c) Payment Deductions: The Project Agreement will permit the Authority to make deductions from the service payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) End of Term: The Project Agreement will describe the handback requirements for the Facility at the end of the term and describe the provisions to enforce those requirements.

2.5.3 Fundamental Commercial Terms

The Authority anticipates the following Project Agreement commercial terms will be defined as mandatory under the RFP, and may not be varied in a compliant proposal:

- (a) Title to the Lands and Facility: Title to the Facility will at all times be held by the Authority. The Project Agreement will set out all of Project Co's rights with respect to the Facility.

3. **COMPETITIVE SELECTION PROCESS**

This section describes the process that the Authority expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ stage; and the RFP stage.

3.1 **RFQ Stage**

The objective of the RFQ stage, in the absolute discretion of the Authority, is to create a shortlist of up to three (3) Proponents. A Respondent's eligibility to be shortlisted is conditional upon the Respondent:

- (a) having successfully demonstrated to the satisfaction of the Authority, in the Authority's absolute discretion, that the Respondent is one of the best qualified, applying the criteria set out in Appendix A; and
- (b) having executed and delivered the Participation Agreement to the Authority in accordance with the terms of this RFQ.

The Authority will give notice in writing to those Respondents whose Response is under consideration by the Authority, in the absolute discretion of the Authority, as one of the potential highest ranking Responses. The Authority will, as part of such notice, invite such Respondents to deliver a duly executed Participation Agreement to the Authority.

Only Respondents who have received the above-referenced notice in writing from the Authority and who have delivered the duly executed Participation Agreement to the Authority will be eligible to be shortlisted and proceed to the next stage of the Competitive Selection Process.

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 Project Agreement. The RFP stage will include interactive discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Project Agreement, to allow Proponents to provide comments on Project-specific issues raised through the process.

3.2.1 Collaborative Discussions

The Authority anticipates that the RFP stage will allow Proponents to provide input on the draft Project Agreement as follows:

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

3.2.2 RFP Submission

The Proposal will address both the technical and financial aspects of the Project.

The RFP submission is expected to include the following:

- (a) a conceptual layout identifying key elements of the Proponent's preliminary design;

- (b) plans outlining the Proponent's approach to items such as quality assurance, construction management, operations, asset preservation, communications, traffic and environmental management;
- (c) fully committed equity and debt financing including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Project Agreement;
- (d) a commitment to enter into the Project Agreement by Project Co; and
- (e) committed pricing for the Project.

3.3 Compensation for Participation in Competitive Selection Process

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

If the RFP stage of the Competitive Selection Process is successfully completed, then after execution and delivery of the Project Agreement, Partial Compensation in the amount of \$250,000 will be paid to each Proponent that is not selected as the Preferred Proponent, 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 Proposal, the transfer of all intellectual property rights to the Authority, and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of the Authority.

If the RFP stage of the Competitive Selection Process is terminated by the Authority prior to entering into the Project Agreement with a Proponent, the Authority will, subject to the terms of the RFP, pay to each Proponent an amount equal to the substantiated out-of-pocket costs reasonably incurred by the Proponent to prepare its Proposal, but subject to a maximum of \$250,000.

3.4 Competitive Selection Timeline

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

Activity	Timeline
Introductory Project Meeting	May 18, 2010
RFQ Closing Time	June 22, 2010
Respondent interviews/presentations (optional)	July 12, 2010
Announce Shortlist	July 2010
Issue RFP and Draft Project Agreement to Proponents	July 2010
Issue Final Draft Project Agreement	October 2010
Closing Date for Proposals	January 2011

Activity	Timeline
Selection of Preferred Proponent	February 2011
Financial Close	March 2011
Construction Commences	April 2011
Occupancy	November 2013

All dates in the above timeline are subject to change at the sole discretion of the Authority.

3.5 Introductory Project Meeting

The Authority intends to hold an introductory 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. The date of this meeting will be May 18, 2010 in Vancouver, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

4. SUBMISSION INSTRUCTIONS

4.1 Mandatory Submission Requirements

Responses to this RFQ (“**Responses**”) must be received at the Delivery Address before the Closing Time as stated on the cover of this RFQ:

- (a) Responses received after the Closing Time will not be considered and will be returned unopened; and
- (b) 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 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 RFQ issued prior to the Closing Time. The Authority 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 must be completed, executed and delivered to the Contact Person via e-mail.

4.7 Enquiries

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 to enquiries 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 Authority decides that an enquiry should be distributed to all Respondents, then the Authority 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 Authority's discretion, be distributed to all Respondents, if the Authority 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, or the Authority may keep either or both the enquiry and response confidential if in the judgment of the Authority 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 communication

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

The following provisions will 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 Authority 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 Authority 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 Authority or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFQ; and

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 Authority may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Closing 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 in any way amend, 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 Authority is authorized to amend or clarify this RFQ. The Authority will send a copy of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.11 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Authority to Respondents and the digital, electronic or other computer readable form, the paper form of the document prevails.

4.12 Revisions Prior to the Closing Time

A Respondent may amend or withdraw its Response at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing 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 Authority in the Authority's discretion, and include the completed form as part of its Response. The Response Declaration Form must 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 and the Respondent Team are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the Authority in the Authority's discretion.

5. EVALUATION

5.1 Evaluation

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

5.2 Evaluation Criteria

The Authority 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 Authority 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, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Responses;
- (b) seek clarification of a Response or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Responses; and
- (c) 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 consider any clarifications and supplementary information from interviews/presentations in the evaluation of Responses.

The Authority 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 Authority judges is not in contention to be shortlisted.

The Authority will notify Respondents of the results of the Competitive Selection Process by sending a written notice to the Respondent's Representative.

The Authority 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 Authority will discuss the relative strengths and weaknesses of that Respondent's Response, but the Authority will not disclose or discuss any confidential information of another Respondent.

5.4 Interviews/Presentations

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

5.5 Changes to Proponent Teams

The Authority intends to issue the RFP only to the entities that have been shortlisted under this RFQ. 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 must submit a written application (with such information as the Authority may require) to the Authority for approval. The Authority, in its absolute discretion, may grant, or refuse to grant, permission for a change to a Proponent's team list, considering the Authority's objective of achieving a Competitive Selection Process that is not unfair to other Respondents, and without limiting the above:

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

- a) the change would, in the Authority'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.

The Authority'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 Proponent 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.

6. RFQ TERMS AND CONDITIONS

6.1 No Obligation to Proceed

This RFQ does not commit the Authority in any way to proceed to an RFP stage or award a contract, and the Authority 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 Authority may decide in its absolute discretion.

6.2 Freedom of Information and Protection of Privacy Act

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

6.3 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 Authority, attending meetings and conducting due diligence.

6.4 Confidentiality of Information

All non-public information pertaining to Partnerships BC or the Authority obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or the Authority (as applicable). By submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix C to this RFQ.

Proponents will also be required to sign a “Participation Agreement” (attached as Appendix F to this RFQ) as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions.

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 Authority, the Contact Person or any advisor to the Authority, 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 Authority accepts no responsibility for any Respondent lacking any information.

6.6 Reservation of Rights

The Authority 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 Authority;
- (c) disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 4 of the RFQ, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) waive a defect or irregularity in a Response or any non-conformity in form or content of a Response, except for Mandatory Submission Requirements, and accept that Response;
- (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 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) extend, 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 Authority 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 Authority or any of its employees, advisors or representatives if the Authority 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 the RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondents; or
- (d) under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team,

or for any breach or fundamental breach of contract or legal duty of the Authority, whether express or implied, and 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 for any other reason whatsoever.

6.8 Ownership of Response

All Responses submitted to the Authority become the property of the Authority. They will be received and held in confidence by the Authority, subject to the provisions of FOIPPA and this RFQ.

6.9 Disclosure and Transparency

The Authority is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist the Authority in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

The Authority expects to disclose the following information during this stage of the Competitive Selection Process: the 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, must be coordinated with, and is subject to prior approval of, the Authority.

Respondents will notify the Authority 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 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, represents and confirms to the Authority, with the knowledge and intention that the Authority 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.

6.11 No Lobbying

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

6.12 Relationship Disclosure and Review Process

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

Respondents must submit the form attached as Appendix E with their Response and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual members of a Respondent, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Authority, Partnerships BC or any members of the Authority or others providing advice or services to the Authority 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 Authority and 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 Authority may, in its sole and absolute discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority, 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 Authority has identified the following persons, firms or organizations as Restricted Parties:

- CEI Architecture Planning Interiors and sub-consultants including:

- Bogdonov Pao Associates Ltd.;
 - AME Group;
 - Acumen Consulting Engineers;
 - Aplin & Martin Consultants Ltd.;
 - Kaizen Foodservice Planning & Design Inc.;
 - Recollective; and
 - John Sampson.
- Carter Goble Lee
 - PricewaterhouseCoopers LLP
 - Borden Ladner Gervais LLP
 - Boughton Law Corporation
 - Jane S. Shackell, QC
 - Miller Thomson LLP
 - Lawrence LaCompte
 - Edward Moniz (doing business as “REI”)
 - Hanscomb Limited
 - the Authority, PSSG and Partnerships BC, including their former and current employees who fall within the definition of “Restricted Party”.

A former employee of the Authority or PSSG who has personally participated in the development of the RFP and related materials, and may hold confidential information in respect of the Project that may not be made available to all Respondents, will be considered to be a Restricted Party. Respondents should seek an advanced ruling by the Authority where necessary.

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.

(a) Current Service Provider

The Authority does not intend to restrict the current service provider, Workplace Solutions Inc., or any other service provider or contractor to the Facility (or their respective affiliates), from participating in this Competitive Selection Process and will adopt measures during the RFQ and the RFP stages to ensure that no Respondent or Proponent obtains an unfair competitive advantage in the Competitive Selection Process.

6.12.3 Conflict of Interest Adjudicator

The Authority has appointed Douglas Hopkins of Boughton Law Corporation as the conflict of interest adjudicator (the “**COI Adjudicator**”) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party. There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.4 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent 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 through the following process:

- (a) To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor 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 and the person or firm for which the advance opinion is requested;
 - (2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - (3) 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
 - (4) Copies of any relevant documentation.

The Authority may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Authority refers the request to the COI Adjudicator, the Authority 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.

6.12.5 Authority May Request Advance Decisions

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority

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 Authority may require that the Respondent make an application under section 6.12.4.

6.12.6 Decisions Final and Binding

The decision of the Authority 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 Authority. The Authority 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.

6.12.7 Exclusivity

Unless permitted by the Authority in its sole discretion or permitted as a Shared Use Person, a Key Individual or an Equity Provider may only participate as a member of one Respondent Team.

6.12.8 Shared Use

A “**Shared Use Person**” is a person identified by the Authority 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.

6.13 **Fairness Advisor**

The Authority has appointed Jane S. Shackell, QC as fairness advisor (the “**Fairness Advisor**”) to 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 be kept fully informed by the Authority of all activities associated with the implementation of the Competitive Selection Process, and will have full access to all documents, meetings and information related to the process. The Fairness Advisor will report to the Project Executive Board as to the fairness of the implementation of the process. The reports of the Fairness Advisor will include a report on the process followed leading to the selection of the shortlist under this RFQ, and the Authority will make such report public.

Proponents may contact the Fairness Advisor directly with regard to the Competitive Selection Process.

7. **DEFINITIONS**

In this RFQ:

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

Affordability Ceiling means the maximum value of the net present cost ("NPC") of all Service Payments (inclusive of allowable escalations and all taxes except GST) discounted using the Maximum Project IRR.

Authority means Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Citizens' Services (the "Province").

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.

Closing Time means the time and date indicated as such on the RFQ cover page.

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, the 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 on the RFQ cover page, or such other person as may be appointed by the Authority for that purpose.

Delivery Address means the delivery address identified as such on the RFQ cover page.

Equity Provider means an entity providing equity for the Project pursuant to the Project Agreement.

Evaluation Criteria means the criteria referred to in Part 2 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 6.13.

Final Draft Project Agreement has the meaning set out in section 2.4.1.

Financial Close means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied.

FOIPPA has the meaning set out in section 6.2.

Key Individuals means the Project Director and the key individuals on the Respondent's design team, construction team, facilities management team, Communications Director, and Corrections Advisor, as identified in Respondent's Response.

Mandatory Submission Requirements has the meaning set out in section 4.1.

Output Specifications means the specifications for the design, construction and maintenance of the Facility as set out in the Project Agreement, including Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications];

Partial Compensation has the meaning set out in section 3.3.

Participation Agreement means the form attached as Appendix F to this RFQ.

Partnerships BC or PBC means Partnerships British Columbia Inc.

PPP means Public Private Partnerships.

PSSG means the Ministry of Public Safety and Solicitor General.

Preferred Proponent means the company, firm, consortium or other legal entity selected by the Authority during the RFP process to negotiate the Project Agreement.

Project means the design, construction, financing, testing, commissioning and maintenance of the Facility and all other works ancillary to the Facility in accordance with the Project Agreement.

Project Agreement has the meaning set out in section 1.1.

Project Co means the entity proposed by the Respondent to enter into the Project Agreement with the Authority.

Proponent means a person who has been shortlisted under the 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 attached as Appendix B to this RFQ.

Relationship Disclosure Form means the form 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 as described in the Respondent's Response that will prepare the Respondent's proposal under the RFP and will perform the obligations of Project Co under the Project Agreement. For clarity, the Respondent Team includes both firms and individuals.

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

Response Declaration Form means the form 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 Authority as a stage of the Competitive Selection Process.

RFQ means this request for qualifications including the Appendices issued by the Authority as the first stage of the Competitive Selection Process.

SSBC means Shared Services BC, a division within the Ministry of Citizens' Services.

Shared Use Person means those persons or firms, if any, who are specifically named in Section 6.12.8.

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

Substantial Completion has the meaning set out in section 2.5.2.

Termination Option has the meaning set out in Appendix F.

APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation Criteria

Part 3. Response Format

Attached Sample Forms

Form A-1: Nominated Projects

Part 1. Response Guidelines

Responses should:

- (a) include all of the information requested in this Appendix A;
- (b) be submitted as follows:

<u>Package</u>	<u>Contents</u>	<u>Number of Copies</u>
Package 1	1. Transmittal Letter; 2. A table containing the names and company names for each of the Key Individuals; 2. Response Declaration Form (see Appendix D of the RFQ) signed by the Respondent; and 3. Relationship Disclosure Form (see Appendix E of the RFQ) signed by the Respondent and each member of the Respondent Team.	One One One One
Package 2	Response (See sections 1, 2, 4, 5 and 6 of Part 3 of this Appendix A) excluding the Financial Information provided in Package 3.	One unbound copy marked "Master", and 10 bound copies and 10 electronic copies.
Package 3	Financial information (See section 3 of Part 3 of this Appendix A).	One unbound copy marked "Master", and 5 bound copies and 5 electronic copies.

- (c) be delivered in an envelope/box, clearly marked with the words, "**Surrey Pretrial Services Centre Expansion Project, Response to Request for Qualifications**", to the Delivery Address.

Part 2. Evaluation Criteria

2.1 Evaluation Criteria

The Authority will evaluate Responses by applying the Evaluation Criteria and weighting in Table 1 in accordance with each section of the Response content requirements outlined in Table 2.

Without limiting in any way the Authority's rights and discretions, including in section 6.6 of this RFQ, in respect of any of the requirements referenced in Table 2 of this Appendix A, the Authority may in its absolute discretion, after reviewing the contents of the Response in accordance with section 3.1 of Table 2 of this Appendix A, discontinue the evaluation of any Response if the Respondent is determined to be unable to demonstrate its ability to raise sufficient capital to fund the estimated equity requirement or its financial viability.

Table 1: Evaluation Criteria and Weighting

Expertise	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	Each Response will contain the following information: (a) Proposed Respondent Team; (b) Contact Information; and (c) Nominated Projects. See s.1 of Response Format (next section of Appendix A).	Not Evaluated
Section 2 Respondent Team	Strength and demonstrated ability to undertake the complete Project, including: (a) experience and capacity to assemble and manage a consortium team that will integrate required expertise for the overall benefit of the Project and the Authority; (b) ability to effectively integrate the consortium teams and advisors; (c) experience and capacity of the Key Individuals; and (d) ability to provide value-added, innovative solutions. See s.2 of Response Format (next section of Appendix A).	20

Expertise	Evaluation Criteria	Weighting
<p>Section 3 Financial Capacity and Experience</p>	<p>Strength and relevance of demonstrated experience, track record and capability relating to:</p> <ul style="list-style-type: none"> (a) financial capacity; (b) project financing experience; and (c) project financing approach. <p>See s.3 of Response Format (next section of Appendix A).</p>	<p style="text-align: center;">10</p>
<p>Section 4 Corrections Experience</p>	<p>Strength and demonstrated ability relating to the integrated design of correctional or similar facilities, including:</p> <ul style="list-style-type: none"> (a) proposed approach to integrating correctional philosophy in the project design and development process; and (b) demonstrated understanding of the Authority's corrections philosophy. <p>See s.4 of Response Format (next section of Appendix A).</p>	<p style="text-align: center;">20</p>
<p>Section 5 Design and Construction</p>	<p>Strength and demonstrated ability to undertake the design and construction of the Project, including:</p> <ul style="list-style-type: none"> (a) experience and capacity to assemble and manage a design team with applicable experience and expertise, and an approach to the design, including innovation, that will achieve optimal efficiency and integrated workflow in a corrections facility; (b) experience of the design team in the development of sustainable projects, specifically LEED® Gold development projects; (c) experience and capacity to assemble and manage a construction team with applicable experience and expertise; and (d) experience and capacity of the Key Individuals on the design and construction teams. <p>See s.5 of Response Format (next section of Appendix A).</p>	<p style="text-align: center;">25</p>

Expertise	Evaluation Criteria	Weighting
Section 6 Facilities Management / Rehabilitation	<p>Strength and demonstrated ability to undertake the facilities management of the completed Facility, including:</p> <p>(a) experience and capacity to assemble and manage the facilities management team that will provide facilities maintenance and rehabilitation services over the term of the Project Agreement;</p> <p>(b) experience and capability in the integration of design and construction with ongoing facilities management and operations; and</p> <p>(c) experience and capacity of identified Key Individuals for facilities management.</p> <p>See s.6 of Response Format (next section of Appendix A).</p>	25
Total		100

2.2 Disqualification of Responses

Without limitation, the Authority may, in its sole 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 Authority, 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.

2.3 References

For all references identified, Respondents should provide sufficiently detailed information as indicated in Form A-1 to allow the Authority to contact those references. By providing this information, Respondents are authorizing the Authority, or the Authority's representatives, to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.

At their discretion, Respondents may request, and use, references from the Authority and PSSG based on past work. These references will only be provided by the Authority based on the following principles:

- (a) The Authority and PSSG will provide a corporate, or organizational, response;
- (b) Projects on which the reference is based must have occurred within the past five years;
- (c) References will be based only on objective criteria, including scope, schedule, budget and key performance indicators (where they exist); and
- (d) References will be provided to Respondents in writing only, and it is up to the Respondent to use the reference or not, at its discretion.

Part 3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 2 below.

Table 2: Response Content Requirements

Section No.	Title	Contents
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	<p>(a) Provide the legal name of the entity for each of the following:</p> <ol style="list-style-type: none"> 1. Respondent Team/lead 2. Equity Providers 3. Design team 4. Construction team 5. Facility management team 6. Corrections advisor <p>(b) Provide organization charts, at the corporate level, showing the relationship between Respondent Team members, for each of the following phases, indicating if changes are contemplated between phases:</p> <ol style="list-style-type: none"> 1. RFP stage: from shortlisting under RFQ to selection as Preferred Proponent under the RFP; 2. Project Agreement stage: from selection of Preferred Proponent to Financial Close; 3. Design and Construction stage: from preliminary design through to commencement of operating payments; and 4. Operations stage: from commencement of operating payments through to end of the Term. <p>(c) Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the four phases listed in (b) above. Note: names are only required for Key Individuals at this time.</p> <p>(d) Provide a short description of the Respondent and significant team members (for publication of the teams shortlisted for the RFP stage).</p>
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 only person to receive communication from the Contact Person regarding the RFQ.</p> <p>Respondent's Representative:</p> <ol style="list-style-type: none"> 1. Name

Section No.	Title	Contents
		2. Employer 3. Mailing/courier addresses 4. Telephone number 5. Facsimile number 6. E-mail address 7. Website address
1.3	Nominated Projects	Submit a maximum of 15 Nominated Projects using Form A-1.
2.	Respondent Team	
2.1	Project Development Experience	(a) Describe the Respondent Team Lead's experience and capability with the following, based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project: <ul style="list-style-type: none"> • Developing and managing projects that are similar in scope and size to the Project; • Assembling and managing multi-disciplinary teams; • Providing value-added innovative solutions to design, construction and operations, including, but not limited to, design principles, healthy buildings, LEED® new construction and major renovations; and • Managing contractors in the delivery of complex design build contracts. (b) For each of the Nominated Projects referenced in (a), specifically discuss experience and capability with the following, with reference to a primary agreement (e.g., Project Agreement): <ul style="list-style-type: none"> • The Respondent Team's performance in meeting its obligations; and • The level of achievement of performance specifications, including any cured and uncured contractual details. (c) Describe the Respondent Team's experience with PPP arrangements that demonstrates a successful approach to the delivery of projects through partnerships, including corrections facility projects.
2.2	Strategic Management	Describe the Respondent Team's experience and capability with the following, based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project: <ul style="list-style-type: none"> • Managing cost risks and operations over the life of the Nominated Project; • Managing major contracts during operations; • Stewardship of the facility; and • Working with the Authority, local authorities and third parties to address issues as they arise.

Section No.	Title	Contents
2.3	Key Individuals' Experience	<p>Provide comprehensive résumés for the following Key Individuals identified in the Project organization chart(s):</p> <ul style="list-style-type: none"> • Respondent Team Lead; • Project Director, Design and Construction; and • Communications Director or a professional firm that delivers communications services for the Respondent. <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 2. Role and responsibility for the Project 3. Summary of education/qualifications 4. Relevant corrections and other experience
2.4	Availability	Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
3.	Financial Capacity and Experience	
3.1	Financial Capacity	<p>Demonstrate the financial capacity of each Equity Provider by providing the following;</p> <ol style="list-style-type: none"> 1. Estimated level of equity participation in the Project, in percentage and dollar terms, for each Equity Provider, and demonstration of how that equity will be funded; and 2. Description of credit lines, cash or other liquid investments available to support the estimated level of equity participation required. <p>Provide the following information for each of the Equity Providers, the lead construction firm, lead facilities management firm, and guarantors:</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1, please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p>

Section No.	Title	Contents
3.2	Project Financing Experience	<p>Describe the Respondent's experience and ability to structure and raise financing based on up to five Nominated Projects that reached financial close within the last five years, which are demonstrated to be relevant to the Project. This description should include the following:</p> <ol style="list-style-type: none"> 1. Type of project (e.g., corrections facility, university, hospital); 2. Project structure (e.g., design build finance maintain, design build finance, availability payment); 3. Amount of financing; 4. Term of financing; 5. Type of financing; 6. Funding sources; 7. Financial innovations used; and 8. Roles and responsibilities with respect to financing.
3.3	Project Financing Approach	<p>Provide descriptions and rationale for the proposed financing plan, making reference to approaches adopted in up to five Nominated Projects, that demonstrate the Respondent's relevant experience, capability and approach with respect to the following:</p> <ol style="list-style-type: none"> 1. Potential financing issues, including reference to current market financial conditions; 2. Potential capital structure; 3. Potential funding sources; 4. Potential pricing and terms; and 5. Potential Innovations.
4.	Corrections Experience	
4.1	Overall Strength	Describe skills and experience of the proposed Respondent Team that will lead to a successful long-term Project and value-added partnership.
4.2	Integration of Corrections Operating Philosophy	<p>Provide the following:</p> <ol style="list-style-type: none"> 1. Demonstrate the Respondent's ability, based on up to five Nominated Projects, to successfully integrate corrections philosophy into the development and design of Canadian and/or global correctional facility projects. Also provide a sample floor plan from one or more of the Nominated Projects that demonstrates principles of a successful design. Provide credits for the consulting team, contractors and operator; and 2. Describe the Respondent's understanding of, and proposed approach to specifically integrating, the B.C. Corrections Branch's correctional philosophy into the Project.

Section No.	Title	Contents
4.3	Key Individual's Experience	Provide a résumé including, at a minimum, the following information for the Corrections Advisor: <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant corrections or related experience
5.	Design and Construction	
5.1	Project Management	Describe the Contractor's project management experience and capability, based on up to five Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Managing large fast-tracked, complex projects, particularly design build or public private partnership projects; 2. Working with contractors and sub-contractors; and 3. Coordinating the work of the various specialists to achieve integration between designers and contractors, in accordance with the Project schedule.
5.2	Sustainability and Environmental Stewardship	Describe the Respondent's sustainable development, design, construction and maintenance philosophy. Include examples of previous experience with sustainable projects, and specifically LEED® Gold certification, to achieve integration between designers and contractors, in accordance with the Project schedule.
5.3	Design	Describe the Design Consultant's experience and capability with the following, based on up to five Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Design experience in large multi-disciplinary, fast-tracked, complex projects, particularly design build or public private partnership projects; 2. Developing designs in consultation with a corrections client; 3. Integrating design with construction and facilities management over a long-term relationship; 4. Integrating complex security and building systems; 5. Familiarity with Canadian codes and standards, or equivalent; and 6. Introducing innovation and best practice concepts into design to deal with issues such as LEED® Gold certification, integration of process improvement concepts (such as workflow redesign, process efficiency tools, etc.) into facility design, with specific reference to corrections environments.

Section No.	Title	Contents
5.4	Construction	Describe the Contractor's experience and capability with the following, based on up to five Nominated Projects that are demonstrated to be relevant to the Project focusing primarily on the following: <ol style="list-style-type: none"> 1. Construction experience in large, multi-disciplinary, fast-tracked, complex projects, particularly design build or public private partnership projects.
5.5	Key Individuals' Experience	Provide comprehensive résumés for the lead design individual and the lead construction individual including, at a minimum, the following information: <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant corrections or related experience
6.	Facilities Management/Rehabilitation	
6.1	Facilities Management Approach	Describe the Respondent's proposed approach to organizing and managing facilities maintenance services to ensure the overall Facility condition requirements are met while within the context of the services provided, based on up to five Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Planning, developing and implementing facilities maintenance services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements; 2. Preserving project assets, including how the approach achieved the required levels of services, provided input into design and construction, and specifically addressed scope, quality and asset management practices; and 3. Multi-year rehabilitation planning and end of term considerations as they relate to overall asset condition and handback requirements.
6.2	Design and Construction Integration	Describe the Respondent's experience and capability with the following, based on up to five Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Developing designs in consultation with a corrections user/client; 2. Integrating facility management considerations into design and construction considerations over a long-term relationship; and 3. Introducing innovation and best practice concepts in facility management and integrating these concepts with design and construction to provide an optimal long-term solution.

Section No.	Title	Contents
6.3	Key Individual's Experience	Provide a comprehensive résumé for the Manager of Facilities Management including, at a minimum, the following information: <ol style="list-style-type: none"><li data-bbox="715 334 862 358">1. Name<li data-bbox="715 375 1231 399">2. Professional qualification/designation<li data-bbox="715 415 1231 440">3. Role and responsibility for the Project<li data-bbox="715 456 1220 480">4. Summary of education/qualifications<li data-bbox="715 496 1292 521">5. Relevant corrections or related experience

Form A-1: Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____

Respondent Member(s) _____

Project number _____ (sequentially numbered 1 to 15)

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 extents.</i>
Client organization	<i>Organization name.</i>
Reference contact details	<i>Key client contacts (individuals), name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.</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.</i>
Description of project	<i>Capital value, scope and complexity.</i>
Current status of project	<i>Describe the current status of project relative to key milestone events.</i>
Contract Model	<i>Contract structure i.e. public private partnership, design-build, etc.</i>
Role(s) on project	<i>Role, duties and responsibilities.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria, other parties to the project etc.</i>

APPENDIX B - RECEIPT CONFIRMATION FORM

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

**Request for Qualifications
Surrey Pretrial Services Centre Expansion Project
Submission Date: June 22, 2010**

To receive any further distributed information
about this Request for Qualifications,
please return both pages of this form as soon as possible to:

**Partnerships British Columbia
Fax: (250) 356-2222 or
E-Mail: catherine.silman@partnershipsbcc.ca**

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX: (____) _____ **TELEPHONE:** (____) _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

- COURIER COLLECT** COURIER Name and Account No.: _____
- MAIL** (default if neither box checked)

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 the 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 the 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 the RFQ.

Respondent 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 Authority 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, the 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 which:
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) 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 adviser, subcontractor, Equity Provider, 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 Authority 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 7 of the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, 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 Authority 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 Authority, 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 which 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority and Partnerships BC and binds the Recipient and its successors.

APPENDIX D - RESPONSE DECLARATION FORM

- 1. This Response Declaration must be executed by the Respondent.**
- 2. By executing this Response Declaration, the Respondent agrees to the provisions of the RFQ and this Response Declaration.**
- 3. Capitalized terms in this Response Declaration are defined in section 7 of the RFQ.**

[RFQ Respondent's Letterhead]

To: Partnerships BC, 2320 – 1111 West Georgia Street, Vancouver BC, V6E 4M3

Attention: Catherine Silman

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

1. Response

- a. This Response Declaration Form has been duly authorized and validly executed;
- b. The Respondent is bound by all statements and representations in its Response;
- c. Its Response is in all respects a fair Response made without collusion or fraud; and
- d. The Authority 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 Authority.

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. 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 the RFQ "Table of Contents", and any and all Addenda;
- c. 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 the RFQ;

- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

- a. The RFQ is not an offer, a tender, or a request for proposals, it is a request for qualifications and the responsibility of the Authority is limited to consider Responses in accordance with the RFQ.

4. Consent of Respondent Team

- a. 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.

5. The Respondent Team consists of:

Name	Address	Key Individual or Equity Provider

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number

APPENDIX E - RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent and by each member of the Respondent Team (including firms and individuals)

[RFQ Respondent's Letterhead]

To: Partnerships BC, 2320 – 1111 West Georgia Street, Vancouver BC, V6E 4M3

Attention: Catherine Silman

Re: Request for Qualifications for "Surrey Pretrial Services Centre Expansion Project"

[insert Respondent Name] Response

The Respondent hereby declares, on its own behalf and on behalf of each member of the Respondent team, that:

1. the Respondent has undertaken the necessary and due searches and inquiries;
2. the Respondent and each member of the Respondent Team have reviewed the list of Restricted Parties set out in the RFQ and that as of the date of this Relationship Disclosure Form, neither any member of the Respondent Team nor the Respondent has any current or former relationship with:
 - (a) any former or current officials, employees, representatives, elected officials of the Authority; or
 - (b) any former or current officers, directors, employees or representatives of any individual, corporation, partnership, or other entity, or the entity itself,

that have been involved in the Competitive Selection Process or the design, planning or implementation of the Project, or

- (c) any Restricted Party or their current or former employees, shareholders, directors or officers

other than as identified in the table below.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Authority will rely upon and, despite any prior or subsequent investigation by the Authority, will be deemed to have relied upon, these declarations in connection with the Response, including any consideration and evaluation of the Response, pursuant to the RFQ.

Name of Restricted Party / Person	Details of the Nature of the Respondent's/Key Individual's relationship with the listed Restricted Party/Person <i>(e.g. Respondent/Key Individual was an advisor to the Restricted Party from 1999-2000)</i>

(Add additional pages as may be required)

NAME OF RESPONDENT:

Name of Firm – Respondent/Key Individual:

Address:

E-mail Address:

Telephone:

Fax:

Name of Authorized Signatory for Respondent/Key Individual:

Signature:

APPENDIX F - PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT made as of the _____ day of _____, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the "**Authority**")

And:

<> having a place of business at <> (the "**Proponent**")

WHEREAS

- A.** The Authority has implemented a Competitive Selection Process for the Surrey Pretrial Services Centre Expansion Project.
- B.** The Competitive Selection Process includes a Request for Qualifications (RFQ) stage as described in the Request for Qualifications, and a Request for Proposals (RFP) stage that will, among other things, enable Proponent input and consultations, facilitate development of high quality, competitive Proponent submissions, and have as an objective the achievement of the Surrey Pretrial Services Centre Expansion Project objectives.
- C.** The Authority has shortlisted the Proponent under the RFQ and invited the Proponent to continue in the Competitive Selection Process by proceeding to, and participating in, the Request for Proposals stage subject to, and in accordance with, the terms of this Agreement.
- D.** The Proponent wishes to continue in the Competitive Selection Process by proceeding to, and participating in, the Request for Proposals stage subject to, and in accordance with, the terms of this Agreement.

This Agreement sets out the terms and conditions between the Authority and [Proponent] ("**you**", "**your**" or the "**Proponent**"), pursuant to which you agree with the Authority as follows:

1. Capitalized terms not otherwise defined in this letter agreement (this "**Agreement**") have the meanings given to them in the RFP.
2. The Proponent agrees that as a condition of receiving this RFP, and as a Mandatory Requirement, you must sign and deliver the Participation Agreement and any amendments, and you must comply with the Participation Agreement.

3. Option to Terminate

- a) The Proponent may, within 5 business days after the date the RFP is issued, as notified by the Contact Person, provide written notice to the Contact Person exercising an option to terminate the Participation Agreement, and the Proponent's participation in the Competitive Selection Process (the "**Termination Option**") and the Proponent will

promptly return to the Authority all copies of the RFP and any Confidential Information. Sections 4, 5, 6, 7 and 8 will survive any such termination.

- b) By exercising the Termination Option, the Proponent agrees that it will no longer participate in the Competitive Selection Process, waives any and all Claims against the Authority, including any Claim it may have had to Partial Compensation or other payment from the Authority for the Proponent's participation in the Competitive Selection Process.
 - c) If the Proponent does not exercise the Termination Option in the manner set out in this Section, the Proponent will be deemed not to have exercised such option, and to have irrevocably accepted the terms and conditions set out in this Agreement as of the date of this Agreement.
4. **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 provisions of the Confidentiality Conditions attached as Schedule 1 of this Appendix F, all of which conditions are expressly included as part of this Agreement. This Section 4 will not limit any other obligations under any Data Room Agreement.
 5. **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. Without limiting the foregoing, the Proponent acknowledges that the terms of this Agreement will not limit the Proponent's obligations and requirements under the RFP, any Data Room Agreement, and any other document or requirement of the Authority.
 6. **Limitation.** Without limiting Section 5, the Proponent accepts and agrees to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation) of Volume 2 of the RFP. In no event shall the liability of the Authority exceed the amount calculated pursuant to **section X.X (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP.**
 7. **Partial Compensation.** The Authority and the Proponent agree that the Authority's and the Proponent's obligations in respect of payments of Partial Compensation or other similar payment are as set out in **section X.X (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP.**
 8. **Preferred Proponent Security Deposit.** The Authority and the Proponent agree that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in **section X.X (Preferred Proponent Security Deposit) of Volume 2 of RFP.**
 9. **Amendments.** The Proponent acknowledges and agrees that the Authority may, in its sole discretion, amend the RFP at any time, and from time to time, and acknowledges that by submitting a Proposal it accepts, and agrees to comply with, all such amendments. In the event the Proponent does not agree to any such amendment, it agrees that its sole recourse is to not submit a Proposal.

10. General.

- a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
- (i) it has the requisite power, authority and capacity to execute and deliver this Agreement;
 - (ii) this Agreement has been duly and validly executed by it or on its behalf by its duly authorized representatives; and
 - (iii) this 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 Agreement, if the Authority, 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, Sections 4, 5, 6, 7 and 8.
- c) *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.
- d) *Enurement.* This Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- e) *Applicable Law.* This Agreement will be 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 Agreement.
- g) *Gender and Number.* 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 Agreement and the attached Schedule is not to be read as limiting.

Please confirm your agreement to this Participation Agreement by signing and returning a copy of this letter by email or personal delivery to the Contact Person by X:XX pm local time on XXXXXX, 20XX .

Agreed to this _____ day of _____, 20XX .

(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 this Agreement, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the 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 which:
- (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party;
 - (ii) 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;
 - (iii) 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;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law,
- b) “**Disclosing Party**” means the Authority or any of its Representatives,
- c) “**Permitted Purposes**” means evaluating the Project, preparing a Proposal, and any other use permitted by this 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 adviser, subcontractor, Prime Member, Equity Member, 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 Authority 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 Authority, 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 act in accordance with the terms contained herein.

- a) **Ownership of Confidential Information.** The Authority 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 Authority, 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.
- b) **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.
- c) **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 shall 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 which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- d) **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority 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 Authority 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 Authority may be entitled at law or in equity.

3. Waiver.

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

DRAFT