

Royal BC Museum Modernization

Request for Proposals

Royal BC Museum Modernization

Collections and Research Building Project

CONFORMED – April 25, 2021



SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: RFP - RBCM Collections and Research Building Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Julien Bahain Email : julien.bahain@infrastructurebc.com Please direct all Enquiries, in writing, to the above-named Contact Person. No telephone or fax enquiries please.
ENQUIRIES	Proponents are encouraged to submit Enquiries at an early date and: <ul style="list-style-type: none"> ▪ for Enquiries of a technical nature: prior to 11:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions ▪ for Enquiries of a financial nature: prior to 11:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any Enquiry.
The following submissions are to be delivered at the times and location indicated below:	
SUBMISSION TIME FOR TECHNICAL SUBMISSIONS	March 21, 2022 at 11:00 Pacific Time
SUBMISSION TIME FOR FINANCIAL SUBMISSIONS	May 26, 2022 at 11:00 Pacific Time
SUBMISSION LOCATION	By electronic upload to the Contact Person in accordance with Section 6.1.1
The following submissions are to be delivered at the times and location indicated below:	
SUBMISSION TIME FOR COLLABORATIVE MEETING 1	November 30, 2021 at 16:00 Pacific Time

SUBMISSION TIME FOR COLLABORATIVE MEETING 2	January 11, 2022 at 16:00 Pacific Time
SUBMISSION TIME FOR INTERIM FINANCIAL REVIEW SUBMISSIONS	February 15, 2022 at 16:00 Pacific Time
SUBMISSION TIME FOR COLLABORATIVE MEETING 3	February 15, 2022 at 16:00 Pacific Time
SUBMISSION LOCATION	By email to the Contact Person: Julien.bahain@infrastructurebc.com

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The purpose of this request for proposals (“**RFP**”) is to invite eligible Proponents to prepare and submit Proposals to design and build the Royal British Columbia Museum’s Collections and Research Building Project (the “**Project**”) under a design-build agreement (the “**Design-Build Agreement**”).

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through a request for qualifications (“**RFQ**”) issued June 24, 2021 by the Royal British Columbia Museum (the “**Owner**”), the following design-builders are qualified to participate in this RFP:

- Kinetic Construction Ltd., Smith & Bros Wilson (B.C.) Ltd. and Wright Holdings Inc. joint venture;
- Ledcor Design-Build (B.C.) Inc. and Knappett Projects Inc. joint venture; and
- Maple Reinders Constructors Ltd.

Only these three Proponents, subject to changes in Proponent Team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

2 RFP PROCUREMENT PROCESS

2.1 ESTIMATED TIMELINE

The following is the Owner's estimated timeline for the Project:

Activity	Timeline
Issue RFP and Initial Draft Design-Build Agreement to Proponents	October 26, 2021
All Proponents Kick-Off Meeting	November 16, 2021
First Collaborative Meeting	Week of December 6, 2021
Business-to-Business Networking Session	Week of January 17, 2022
Second Collaborative Meeting	Week of January 17, 2022
Interim Financial Submittal	16:00 Pacific Time February 15, 2022
Third Collaborative Meeting	Week of February 21, 2022
Issue Final Draft Design-Build Agreement	Week of March 7, 2022
Submission Time for Technical Submissions	11:00 Pacific Time on March 21, 2022
Invitation to Submit Financial Submission	May 2, 2022
Submission Time for Financial Submissions	11:00 Pacific Time on May 26, 2022
Selection of Preferred Proponent	June 6, 2022
Contract Execution	June 2022
Design and Construction Commences	June 2022
Substantial Completion	No later than December 20, 2024

This estimated timeline is subject to change at the discretion of the Owner.

2.2 COLLABORATIVE MEETINGS

The Owner will make available certain of its personnel, consultants and advisors (the “**Owner Representatives**”) to participate in collaborative discussions with the Proponents (the “**Collaborative Meetings**”). The Owner expects the Collaborative Meetings to take place as follows:

- (a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Project while minimizing the risk that a Proponent's solution is unresponsive to the Owner's requirements, and in particular:
 - (1) to permit the Proponent's representatives to provide the Owner Representatives with comments and feedback on material issues such as affordability or provisions of the Initial Draft Design-Build Agreement; and

- (2) to permit a Proponent to discuss with the Owner potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal;
- (b) the Owner anticipates holding three Collaborative Meetings with each Proponent prior to the Submission Time for Technical Submissions. Following the release of the RFP, the Owner will consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Owner considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Owner may, in its discretion, amend the anticipated schedule;
- (c) it is expected that Collaborative Meetings will be held in person in Victoria or via videoconference with screen sharing capabilities unless otherwise permitted at the discretion of the Owner.
- (d) in advance of each Collaborative Meeting, and no later than the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, each Proponent is strongly encouraged to provide the Owner with:
- (1) a proposed meeting agenda (including any consultants and advisors a Proponent would like in attendance from the Owner Representatives); and
- (2) a list of prioritized issues the Proponent would like to discuss, and any materials relevant to such issues;

Materials not submitted by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, may not be reviewed by the Owner.

The Owner may provide Proponents with comments on the agenda and a list of any prioritized issues the Owner would like to discuss.

An example of the structure of the Collaborative Meetings is included in Appendix L;

- (e) the Owner will determine which Owner Representatives will be present at any Collaborative Meeting;
- (f) except as may be expressly stated otherwise in this RFP, including Section 10.5, the Owner will retain all information received from a Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to the other Proponents or any third party. The Owner may disclose such information to its consultants and advisors who are assisting or advising the Owner with respect to the Project;
- (g) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants, and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Owner and to fulfill the objectives of the Collaborative Meeting, provided that the Owner may, in its discretion, limit the number of participants at any one meeting;

- (h) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Owner during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Owner during the Collaborative Meetings to anything said or provided by Proponents, will not in any way bind the Owner and will not be deemed or considered to be an indication of a preference by the Owner even if adopted by the Proponent;
- (i) if for the purposes of the preparation of its Proposal, a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Owner provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Design-Build Agreement, request an Addendum to this RFP clarifying and amending the provision in question;
- (j) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the procurement process as described in this RFP and are in the interests of all parties;
- (k) for convenience, the Owner may, as part of or in conjunction with, a Collaborative Meeting, invite other persons to meet with Proponents. Proponents are advised that the confidentiality of the Collaborative Meetings is not expected to apply to such other persons; and
- (l) Proponents may request that the Owner schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed.

2.3 BUSINESS-TO-BUSINESS NETWORKING SESSION

The Owner intends to coordinate a session with Proponent Teams, local companies, contractors, suppliers and businesses, including Indigenous owned businesses (“**Business-to-Business Networking Session**”) to provide an opportunity for:

- (a) Local companies, contractors, suppliers, businesses including Indigenous owned businesses, and potential employees who might be interested in working with, or providing products and services to the Design-Builder, to meet the Proponent Teams; and
- (b) Proponent Teams to enhance their knowledge, understanding and awareness of local goods, labour pool and services and to build relationships with local companies, contractors, suppliers, and businesses including Indigenous owned businesses.

2.4 COMMENTS ON THE DESIGN-BUILD AGREEMENT

Each Proponent should review the Initial Draft Design-Build Agreement for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) the Owner will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement, including with respect to commercial, legal, and design and construction aspects of the Project;
- (b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, provide the Owner with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in this Section 2.4; and
- (c) the Owner will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all of the comments received and will amend the Initial Draft Design-Build Agreement as the Owner may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Owner intends to issue by Addendum one or more revised drafts of the Design-Build Agreement, including one that will be identified as the final draft design-build agreement (the “**Final Draft Design-Build Agreement**”). The Owner may further modify the Final Draft Design-Build Agreement by Addendum prior to the Submission Time for Financial Submissions. Changes or additions to the Statement of Requirements shall only be as provided for in Section 4.3 and Section 8.2.

2.5 DATA ROOM

The Owner has established a website to be used as an electronic data room (the “**Data Room**”) in which it has placed documents in the possession of the Owner that the Owner has identified as relevant to the Project, and that may be useful to Proponents. The Owner does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Owner may advise in writing with respect to a specific document. The Owner will grant Proponents access to the Data Room and will require Proponents to execute an agreement to keep information contained in the Data Room confidential.

The information in the Data Room may be supplemented or updated from time to time. Although the Owner will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

2.6 INTERIM FINANCIAL REVIEW SUBMISSION

It is in the interests of the Owner and all Proponents to identify at an early stage of the procurement whether the Project, as defined in this RFP, is affordable within the limits set out in Section 4.

Accordingly, as part of the Collaborative Meetings, Proponents and the Owner will conduct an interim financial review as follows:

- (a) the purpose of the interim financial review is to give early warning of any difficulty in staying within the Design-Build Price Ceiling, and to permit the Owner and the Proponents to consider and implement steps so that the Competitive Selection Process can proceed with confidence that Proposals will be within the Design-Build Price Ceiling;
- (b) prior to the Submission Time for Interim Financial Review Submissions, each Proponent should submit to the Owner its best estimate of the anticipated Nominal Cost of the Proposal (the **“Nominal Cost of the Proposal”**), as calculated in accordance with Form A1 of Appendix B. While not prescribing the form of the submission, the Owner is expecting it to be no more than 10 pages in length and to include cost and input assumptions in sufficient detail to allow the Owner to understand the Proponent’s cost base (with at least all major cost headings included);
- (c) the Owner will retain the Interim Financial Review Submission as strictly confidential, and will invite each Proponent, as part of Collaborative Meeting 3, to discuss any aspect of its Interim Financial Review Submission, including any recommendations for amendment of the Project requirements if a Proponent determines that the Project as described will exceed the Design-Build Price Ceiling; and
- (d) unless expressly referred to or included by reference in its Proposal, a Proponent’s Interim Financial Review Submission will not be considered part of its Proposal and the Owner will not consider or evaluate it as to adequacy, quality, content or otherwise.

The Owner understands that the values indicated in a Proponent’s Interim Financial Review Submission are not a commitment and that all aspects could change in the final Proposal.

2.7 PROPONENT’S CONTACT REPRESENTATIVE

The Owner intends to communicate solely with the Proponent’s Contact Representative and may disregard communications from other persons on behalf of the Proponent during the Competitive Selection Process.

Although the Owner may rely on the Proponent’s Contact Representative’s authority to bind the Proponent, execution of documents by the Proponent’s Contact Representative is not required. The Owner may rely on the authority to bind the Proponent by any person or persons representing the Proponent.

3 KEY PROJECT ELEMENTS

Any description or overview of the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement in this RFP is provided for convenience only and does not replace, supersede, supplement, or alter the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement. If there are any inconsistencies between the terms of the Final Draft Design-Build Agreement and the description or overview of those terms set out in this RFP or the Initial Draft Design-Build Agreement, the terms of the Final Draft Design-Build Agreement will prevail.

3.1 DESIGN-BUILDER

The Design-Builder will be responsible for all aspects of the Project in accordance with the Design-Build Agreement. This includes design, construction and commissioning of the new Collections and Research Building and adjacent grounds primarily including the parking lot and demonstration landscapes located on the traditional territories of the Lekwungen people, in Colwood, British Columbia.

3.2 MUNICIPAL APPROVALS

In accordance with the Design-Build Agreement, the Design-Builder will be responsible for obtaining all permits and approvals required for the design and construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning and related City of Colwood (the “City”) requirements.

The Owner has initiated preliminary discussions with respect to City requirements for the Project and the Competitive Selection Process as follows:

- (a) Off-Site servicing
- (b) Planning Department requirements;
- (c) Fire Department requirements;
- (d) Design guidelines; and
- (e) Permitting.

Pursuant to the Design-Build Agreement, the Design-Builder will be responsible for obtaining the City’s approval for utility connections, code equivalencies, and other matters. The Design-Builder may, at its risk, seek zoning variances for the benefit of its design and Proposal.

At the All Proponents Kick Off Meeting, the City will be invited to present its permitting process and meet separately and confidentially afterwards with individual Proponents on the date indicated in Section 2.1. Proponents may request other meetings with the City prior to the Submission Time for Technical Submissions to allow Proponents to obtain information they may require for the preparation of Proposals. All Proponent meetings with the City must be setup through the Contact Person and will include an

Owner representative. The information shared in these meetings is non-binding and for information purposes only.

3.3 SITE REPORTS

The following reports have been completed to date, and are available to Proponents in the Data Room as Site Reports:

- (a) the report entitled “Geotechnical_Report_Review of Site Preparation Works_2021-08-06” dated August 6, 2021, prepared by Geopacific Consultants Ltd.;
- (b) the report entitled “Archaeological Report CRB_AOA_2021-05-21” dated May 21, 2021, prepared by Terra Archaeology Ltd.; and
- (c) the report entitled “Groundwater Supply Report_WWAL 21-018-01VC _2021_09_24” dated September 24, 2021, prepared by Western Water Associates Ltd.

Only the objective geotechnical data set out in the Site Reports can be relied upon by the Design-Builder for accuracy (subject to any qualifications or conditions set out in such information or the Design-Build Agreement) but such data cannot be relied upon for sufficiency, relevancy or interpretation.

3.4 SCHEDULE

The Proponents are to bid and propose their optimal design and construction schedules. As outlined in Section 2.1, Substantial Completion is to be achieved no later than December 20, 2024, to meet the decanting timelines on the downtown museum site.

3.5 CANADIAN CONSERVATION INSTITUTE – CATEGORY A DESIGNATION AND INDEMNIFICATION PROGRAM

The Canadian Conservation Institute (“CCI”), within the Government of Canada’s Department of Canadian Heritage, provides facility designation and insurance programs for museum programs within Canada. Certain requirements that will need to be met by the Facility are referenced in the Design-Build Agreement as the “CCI Designation Requirements”, which include the requirements of CCI for a Category A designation for a new heritage collection facility and the requirements of the Canadian government for the Indemnification Program.

The Design-Builder will be required to design and construct the Facility in accordance with the CCI Designation Requirements.

The Design-Builder will be required to deliver to the Owner:

- (a) confirmation that the CCI Designation Requirements are met by the “issued for construction review” drawings and specifications; and

- (b) as a condition of Substantial Completion, confirmation that the Facility has been constructed in accordance with the CCI Designation Requirements and that the CCI Designation will not be refused based on any element of the design or the construction.

The Owner will apply for the CCI Designation after Substantial Completion as set forth in the Design-Build Agreement.

The Owner has engaged an individual who has experience applying, evaluating, and/or interpreting the CCI Designation Requirements by or on behalf of the Department of Canadian Heritage (the “**CCI Consultant**”). The CCI Consultant will attend Collaborative Meetings to provide feedback to the Proponents, and support the Owner and the Design-Builder during implementation.

3.6 SPACE REQUIREMENTS AND INDICATIVE DESIGN

The Design-Builder will be required to design and construct the Facility to accommodate the spaces, activities, functions, design features, and adjacencies described in the Initial Draft Design-Build Agreement.

The Indicative Design reflects program areas and general intent for the design. Functionality has been reviewed with Facility users who have provided input on the general layout, adjacencies, collections, and staff flows. The Indicative Design should not be relied on by Proponents. It is for illustrative and general guidance purposes only and does not relieve the Design-Builder in any way of all responsibility for the design of the Facility

3.7 EQUIPMENT

The Design-Builder will complete the Facility to accommodate equipment and collections storage systems, including all required electrical and plumbing connections, structural support, seismic restraints and space for efficient access, all to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the equipment, and in accordance with the Design-Build Agreement.

An equipment list is provided as Appendix 1B-2 [Item Schedule] of the Design-Build Agreement. The Design-Builder is required to coordinate equipment installation with the building construction schedule while allowing delivery/installation as close to Substantial Completion as possible. All equipment that is Design-Builder installed is expected to be completed prior to Substantial Completion unless otherwise noted in the equipment list.

3.8 SUSTAINABILITY INITIATIVES

The Facility will meet environmental performance criteria and sustainability initiatives which are described in the following sections.

3.8.1 LEED® Certification

The Design-Builder will be required to obtain LEED® Gold Certification for the Facility. The Design-Builder will be required to register the Project with the current version of the US Green Building Council (USGBC) LEED® for Building Design and Construction.

3.8.2 Wood First and Mass Timber use

In support of the Province's commitment to an expansion of the use of mass timber in B.C., the primary structural system of the building will be mass timber. The Facility will comply with the requirements of the *Wood First Act*. Proponents are encouraged to optimize wood use wherever suitable.

3.8.3 Energy

An all-electric building solution is a requirement of the Project. The all-electric building components are described in the Statement of Requirements of the Design-Build Agreement. Details of the energy target are provided in Schedule 8 to the Design-Build Agreement.

3.8.4 Embodied Carbon

A target baseline for Embodied Carbon has been established and is a requirement for the design of the Project. The Embodied Carbon calculation details are provided in Schedule 8 to the Design-Build Agreement.

3.8.5 Water Conservation

The Facility will contain demonstration landscapes (outdoor garden program) as part of future learning programs and will be irrigated using non-potable water. A site well has been drilled and flow tests indicate there is sufficient capacity to meet the irrigation needs of the program. As a sustainability measure, the Design-Builder will be required to use this source for irrigation rather than potable water from the Capital Regional District.

3.9 GENDER BASED ANALYSIS PLUS

Gender-Based Analysis Plus (“GBA+”) is an analytical tool used to assess how diverse groups of people may experience policies, programs, and initiatives. GBA+ principles have been considered during development of the Statement of Requirements. The Proponents are to address GBA+ as part of the Technical Submission.

More information on GBA+ is available at: <https://www2.gov.bc.ca/gov/content/gender-equity>.

3.10 ACCESSIBILITY

The Design-Builder will be required to obtain Rick Hansen Foundation Accessibility Certified Gold for the Facility. More information on the Rick Hansen Foundation Accessibility Certification™ is available at: www.rickhansen.com.

3.11 RESPECT IN THE WORKPLACE

The Design-Builder will develop and implement appropriate policies and training to support the Owner's objectives of having a construction site that is free of racism and discrimination and that is culturally safe and respectful. Approval of suitable policies and a training plan will be a requirement of the Design-Build Agreement and a pre-requisite for construction to commence.

3.12 APPRENTICESHIP AND TRAINING

The Design-Builder will comply with the Province's "Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines" (the "Apprenticeship Policy") in providing apprenticeships and skills training opportunities.

The Apprenticeship Policy is available at https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy_and_procedure_guidelines.pdf.

4 AFFORDABILITY

A key objective of the Competitive Selection Process is to achieve the Project scope while meeting the Project’s Design-Build Price Ceiling requirements.

4.1 DESIGN-BUILD PRICE CEILING

The Owner has identified a mandatory Design-Build Price Ceiling of \$169.4 million, for the Nominal Cost of the Proposal. Project approvals by the Owner have been based on this Design-Build Price Ceiling.

4.2 NOMINAL COST CALCULATION

Each Proponent should calculate the Nominal Cost of the Proposal and should use the Form A1 - Breakdown of Contract Price, provided by the Owner. The completed Breakdown of Contract Price and the Nominal Cost of the Proposal calculation should be submitted with the Proponent’s Proposal. This Nominal Cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

4.3 SCOPE LADDER

If not all of the elements of the Statement of Requirements are achievable within the Design-Build Price Ceiling, a Proponent may propose to reduce the scope of the Project by one or more of the scope items set out in the list below (the “Scope Ladder”). The Scope Ladder includes five items. Proponents proposing reductions to the scope of the Project should limit their proposed reductions to items identified by the Owner in the Scope Ladder. Reductions can only be made in sequential order (i.e., Item 1 first, then Item 2, etc.)

Item	Summary Description	Changes to Statement of Requirements
1	Replace Mass Timber with metal decking as part of the roofing construction assembly for the Collections Storage Area. All supporting structures (beams/columns/walls) to remain mass timber.	Refer to Schedule 1 [Statement of Requirements], section 2.2.4. Add clause 2.2.4.1: <i>“Metal deck roofing construction assembly is permitted in the Collections Storage Areas.”</i> In Schedule 8 1.1 Definitions, The Embodied Carbon Intensity Target shall be increased to a maximum of 294 kgCO2eq/m2.
2	Replace Mass Timber with metal decking as part of the roofing construction assembly for the Lab Area. All supporting structures	Refer to Schedule 1 [Statement of Requirements], section 2.2.4. Add clause 2.2.4.2:

Item	Summary Description	Changes to Statement of Requirements
	(beams/columns/walls) to remain mass timber.	<p><i>“Metal deck roofing construction assembly is permitted in the Lab Area.”</i></p> <p>In Schedule 8 1.1 Definitions, The Embodied Carbon Intensity Target shall be increased to a maximum of 306 kgCO₂eq/m².</p>
3	Reduce the quantities of collections cabinets as identified in the Items Schedule entitled <i>APPENDIX 1B-2 – Items Schedule (Scope Ladder 3)</i>	Refer to Schedule 1 [Statement of Requirements] Replace APPENDIX 1B-2 – Items Schedule with APPENDIX 1B-2 – Items Schedule (Scope Ladder 3)
4	Further to Scope Ladder Item 3, reduce collections cabinets as identified in the Items Schedule entitled <i>APPENDIX 1B-2 – Items Schedule (Scope Ladder 4)</i> Note that the quantities provided in <i>APPENDIX 1B-2 – Items Schedule (Scope Ladder 4)</i> are inclusive of the reduction of Scope Ladder Item #3	Refer to Schedule 1 [Statement of Requirements] Replace APPENDIX 1B-2 – Items Schedule with APPENDIX 1B-2 – Items Schedule (Scope Ladder 4)
5	Further to Scope Ladder Item 4, reduce collections cabinets as identified in the Items Schedule entitled <i>APPENDIX 1B-2 – Items Schedule (Scope Ladder 5)</i> Note that the quantities provided in <i>APPENDIX 1B-2 – Items Schedule (Scope Ladder 5)</i> are inclusive of the reduction of Scope Ladder Item #4	Refer to Schedule 1 [Statement of Requirements] Replace APPENDIX 1B-2 – Items Schedule with APPENDIX 1B-2 – Items Schedule (Scope Ladder 5)

Pricing for Scope Ladder items used in the Proposal are to be submitted in a password protected file as part of the Financial Submission per the criteria set out in Appendix B. Proponents are to submit the password directly to the Fairness Reviewer where it will be held in confidence until the determination of a Preferred Proponent. The pricing of Scope Ladder items is for information purposes only and will not be evaluated. Only the Scope Ladder items pricing of the Preferred Proponent will be accessed and the Scope Ladder files for the unsuccessful Proponents will be returned without being accessed.

5 PROPOSAL REQUIREMENTS

5.1 PARTICIPATION AGREEMENT

As a condition of participating in this RFP each Proponent must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix F or otherwise acceptable to the Owner in its discretion. Proponents will not be permitted to participate in Collaborative Meetings or participate further in the Competitive Selection Process unless and until they have signed and delivered a Participation Agreement as required by this Section.

5.2 PROPOSAL FORM AND CONTENT

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and, if invited to do so, one Financial Submission.

6 SUBMISSION INSTRUCTIONS

6.1 SUBMISSION TIMES AND SUBMISSION LOCATION

With respect to the delivery of Proposals:

- (a) **Technical Submission:** Proponents must submit the Technical Submission to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the following:
- (1) the cover letter (and all attachments) to the Technical Submission as described in the Technical Submission Section of Appendix B; and
 - (2) the portion of the Proposal Requirements described in the Technical Submission Section of Appendix B.
- (b) **Financial Submission:** If invited to do so pursuant to Section 7.1, Proponents must submit the Financial Submission to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the following:
- (1) a completed Proposal Declaration Form in the form attached as Appendix C;
 - (2) the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission Section of Appendix B;
 - (3) the portion of the Proposal Requirements described in the Financial Submission section of Appendix B;
 - (4) if and to the extent required in order to keep the Nominal Cost of the Proposal from exceeding the Design-Build Price Ceiling, written descriptions of:
 - i. proposed amendments to the scope of the Project, made in accordance with Section 4.3; and
 - ii. amendments to its Technical Submission if reasonably required as a direct result of such scope changes.

6.1.1 Electronic Submission

For each of its Technical Submission and Financial Submission, the Proponent should submit one electronic copy of each file described in Section 6.2.1 (as applicable to each of the Technical Submission and Financial Submission) by upload to a secure web-based platform of the Proponent's choosing as confirmed with the Contact Person in advance. Proponents are responsible to arrange a test of the secure web-based platform with the Contact Person at least five Business Days in advance of the Submission Time.

6.2 NUMBER OF COPIES

6.2.1 Electronic Copies

To facilitate the Owner's evaluation, Proponents should provide the electronic copies of their Technical Submission and Financial Submission in a number of separate files. As a minimum breakdown, and with reference to Appendix B, Proponents should provide individual files for the following Proposal Requirement sections:

Technical Submission

- (a) Package 1: Transmittal Package (Technical)
- (b) Package 2: Technical Submission
 - (1) Proponent Team
 - (2) Project Approach, Management and Construction
 - (3) Design and Construction

- (c) Package 3: Scored Elements

Financial Submission

- (d) Package 4: Transmittal Package (Financial)
- (e) Package 5: Financial Submission

Package 2 will be organized as individual PDF files containing all pertinent information by each respective discipline (e.g., architectural, structural, electrical, mechanical).

6.3 NO FAX OR EMAIL SUBMISSION

Proposals submitted in hard copy or by fax or email will not be accepted, except as specifically permitted in this RFP.

6.4 LANGUAGE OF PROPOSALS

Proposals should be in English. Any portion of a Proposal not in English may not be evaluated.

6.5 RECEIPT OF COMPLETE RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time for Technical Submissions or the Submission Time for Financial Submissions, as the case may be. The Owner accepts no responsibility for any Proponent lacking any portion of this RFP.

6.6 ENQUIRIES

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by email (each an “**Enquiry**”).

Proponents are encouraged to submit Enquiries by email to the Contact Person at an early date to permit consideration by the Owner:

- for Enquiries of a technical nature: 10 Business Days before the Submission Time for Technical Submissions; and
- for Enquiries of a financial nature: 5 Business Days before the Submission Time for Financial Submissions.

The Owner may, in its discretion, decide not to respond to any Enquiry.

All Enquiries regarding any aspect of this RFP should be directed to the Contact Person by email, and the following applies to any Enquiry:

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Owner;
- (c) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (d) if the Owner decides that an Enquiry marked “Commercial in Confidence”, or the Owner’s response to such an Enquiry, must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Owner may provide its response to all Proponents;
- (e) notwithstanding Sections 6.6 (c) and (d):
 - (1) if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such Enquiry to all Proponents; and
 - (2) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, for any purpose.

6.7 ELECTRONIC COMMUNICATION

Proponents should only communicate with the Contact Person by email. Other methods of communication, including telephone or fax, are discouraged. The Contact Person will not respond to any communications sent by fax.

The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or deliveries are permitted by the terms of this RFP:

- (a) the Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - (1) for ensuring that any electronic email system being operated for the Owner or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - (2) if a permitted email communication or delivery is not received by the Owner or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email 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.

6.8 ADDENDA

The Owner may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 6.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. The Owner will provide a copy of all Addenda to all Proponents.

6.9 INTELLECTUAL PROPERTY RIGHTS

- (a) Grant of Licence

Subject to Section (b) below, by submitting a Proposal, each Proponent will, and will be deemed to have:

- (1) granted to the Owner a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the "**Intellectual Property Rights**") contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Owner; and

(2) in favour of the Owner, waived or obtained, a waiver of all moral rights contained in the Proposal.

Proponents will not be responsible or liable for any use by the Owner or any sub-licensee or assignee of the Owner of any Intellectual Property Rights contained in a Proposal.

(b) Exceptions to Licence

The licence granted under Section (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Owner that it owns or has, and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Owner and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section (a).

6.10 DEFINITIVE RECORD

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

6.11 AMENDMENTS TO PROPOSALS

A Proponent may:

- (a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions;
- (b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions; and
- (c) in its Financial Submission, amend its Technical Submission only as contemplated in Section 6.1(b).

A Proponent may not amend any aspect of its Proposal except as set out above.

6.12 CHANGES TO PROPONENT TEAMS

If for any reason a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after it was shortlisted by the Owner under the RFQ, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must submit a written application to the Owner for approval, including supporting information that may

assist the Owner in evaluating the change. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Owner will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponents. For clarity:

- (a) the Owner may refuse to permit a change to the membership of a Proponent Team if the change would, in the Owner's judgment, result in a weaker team than was originally shortlisted; or
- (b) the Owner may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

The Owner's approval may include such terms and conditions as the Owner may consider appropriate.

6.13 VALIDITY OF PROPOSALS

By submitting a Proposal, each Proponent agrees that:

- (a) its Proposal, including all prices and input costs, will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 120th day following the Submission Time for Financial Submissions (the "**Proposal Validity Period**"); and
- (b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposal may not be adjusted unless the Proponent provides notice to the Owner of any proposed adjustment and demonstrates to the satisfaction of the Owner that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
 - (1) are external to the Proponent and the Proponent Team members;
 - (2) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
 - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 120 days.

6.14 MATERIAL CHANGE AFTER SUBMISSION TIME FOR FINANCIAL SUBMISSIONS

A Proponent will give immediate notice to the Owner of any material change that occurs to a Proponent Team after the Submission Time for Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

6.15 ACCEPTABLE EQUIVALENTS

The Statement of Requirements is intended to generally be performance-based but include in some instances specific requirements related to design and construction, such as room types and sizes, adjacencies, access requirements, products, materials, equipment and building systems (including structural, foundation, mechanical (HVAC), information technology and electrical) that the Owner considers are important to meet the Owner's objectives. However, the Owner wishes to provide some flexibility for Proponents to propose equivalent alternatives that when considered by the Owner in its discretion, continue to meet the Owner's objectives (each an "**Acceptable Equivalent**").

A Proponent may submit an Enquiry marked "Commercial in Confidence – Acceptable Equivalent" that identifies the applicable section(s) in the Statement of Requirements that contains the requirement(s) and the Proponent's proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Owner's objectives, along with supporting materials. The Owner may, in its discretion, request clarification, further information or additional supporting materials for the proposed equivalent.

The Owner may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent's compliance with any conditions identified by the Owner;
- (c) respond to indicate that the Owner does not consider the proposed equivalent to be acceptable;
- (d) request clarification, further information or additional material;
- (e) not respond to the Enquiry; or
- (f) provide any other response in accordance with Section 6.6.

The provisions of Section 6.6 relating to "Commercial in Confidence" Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Owner's determination if there is a matter which should be brought to the attention of all Proponents.

If the Owner responds to a "Commercial in Confidence – Acceptable Equivalent" Enquiry, or responds to any Enquiry that is not "Commercial in Confidence", regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, a Proponent may make its Technical Submission on the basis of the response, and the use of the Acceptable Equivalent will not in and of itself be a failure to meet the requirements set out in Appendix A.

Unless the Owner responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix A and that the Owner may not invite the Proponent to provide a Financial Submission.

The Owner will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to any other Proponent.

Despite any indication by the Owner of the acceptability of an equivalent, the Design-Builder remains responsible for fulfilling all of its obligations and responsibilities under the Design-Build Agreement.

Following selection of the Preferred Proponent, the Design-Build Agreement will, in accordance with Section 8.2, be amended to include all Acceptable Equivalent(s) used by that Preferred Proponent, or negotiated by the Owner and the Preferred Proponent, whether or not proposed by any other Proponent.

7 EVALUATION

7.1 MANDATORY REQUIREMENTS

The Owner has determined that the following are the Mandatory Requirements:

- (a) the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 5.1;
- (b) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions and the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions;
- (c) the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Design-Build Price Ceiling; and
- (d) Proponents proposing reductions to the scope of the Statement of Requirements must do so in accordance with Section 4.3.

Subject to Section 7.2, the Owner reserves the right to evaluate any Proposal where the Scope Ladder has been exhausted and the Design-Build Price Ceiling requirements have not been met, but will do so only in the event that the Proposals received from all the Proponents do not meet the Design-Build Price Ceiling requirement as per Section (c) above.

7.2 EVALUATION OF PROPOSALS

The Owner will evaluate Proposals in the manner set out in Appendix A. The Owner will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The Owner may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the Owner considers that any Proposal, including the Technical Submission or the Financial Submission, or any part of a Proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the Owner that the Proposal meets any requirements of this RFP at any time, or for any other reason the Owner in its discretion deems appropriate and in the interests of the Owner and this RFP, or either of them:

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;

- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, 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 Proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, including any Technical Submission or Financial Submission, and disqualify the Proponent from this RFP; and
- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal, including with any Technical Submission or Financial Submission or any part of their component packages.

Without limiting the foregoing or Appendix A, the Owner may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Design-Build Agreement, other than as provided for in Sections 4.3 or 8.2) not acceptable to, or material to, the Owner, (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the scoring and ranking, of any Proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, information or documentation in respect of the Technical Submission after the Submission Time for Technical Submissions and in respect of the Financial Submission after the Submission Time for Financial Submissions, without the prior written approval of the Owner or without an invitation or request by the Owner.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the Owner's satisfaction, the Owner may, in its discretion, not consider such cited experience, capacity or other information.

The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proposal, or any part of any Proposal, including any Technical Submission or Financial Submission.

As part of the evaluation of a Technical Submission, the Owner may identify that the Owner is not satisfied that the Technical Submission meets one or more requirements of the Final Draft Design-Build Agreement. The Owner may, but is not required to, reject that Proposal in accordance with the terms of this RFP. If the Owner does not exercise its discretion to reject the Proposal, the Owner may provide to the Proponent a list of the items that the Owner is not satisfied meet the requirements of the Final Draft Design-Build Agreement. The Proponent will, if selected as Preferred Proponent, be required to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submission, a Proponent that has received such a list will be deemed to have agreed to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

If the Owner identifies that the Proponent's energy model and/or Embodied Carbon model does not reflect the Technical Submission, or does not meet the requirements of the RFP, including the Final Draft Design-Build Agreement, the Owner may, prior to the Financial Submission, require a Proponent to re-submit the energy model with supporting documentation acceptable to the Owner. The Owner may, in its discretion, exchange written documentation with the Proponent regarding the evaluation of the Proponent's energy model, or may require a meeting with the Proponent. The process will be repeated until the energy model is acceptable to the Owner.

The Owner is not responsible for identifying all areas in which a Technical Submission does not meet the requirements of the Final Draft Design-Build Agreement. Irrespective of whether the Owner has identified or has failed to identify any such areas, a Proponent is not relieved in any way from meeting the requirements of this RFP, and if selected as Preferred Proponent will not be relieved from meeting all requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Owner will, subject to the provisions of this RFP, invite each Proponent that has delivered a Technical Submission that has not been rejected to submit a Financial Submission.

8 SELECTION OF PREFERRED PROPONENT AND AWARD

8.1 SELECTION AND AWARD

If the Owner selects a Preferred Proponent, the Proponent with the highest ranked Proposal will be selected as the Preferred Proponent, and the Owner will invite the Preferred Proponent to enter into final discussions to settle all terms of the Design-Build Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If for any reason the Owner determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Owner may terminate the discussions with the Preferred Proponent and proceed in any manner that the Owner may decide, in consideration of its own best interests, including:

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- (b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

Any final approvals required by the Owner, such as from the Province, will be conditions precedent to the final execution or commencement of the Design-Build Agreement.

8.2 FINAL DRAFT DESIGN-BUILD AGREEMENT

It is the intention of the Owner that:

- (a) any issues with respect to the Initial Draft Design-Build Agreement will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Design-Build Agreement; and
- (b) once issued, the Final Draft Design-Build Agreement will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
 - (1) relating to the determination by the Owner, in its discretion, of which:
 - i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Design-Build Agreement or otherwise pursuant to express provisions of the Design-Build Agreement; or
 - ii. modifications, changes or additions, if any, requested by a Proponent pursuant to Section 4.3 that are acceptable to the Owner;

- (2) to those provisions or parts of the Final Draft Design-Build Agreement that are indicated as being subject to completion or finalization, or which the Owner determines in its discretion require completion or finalization, including provisions that require:
 - i. modification or the insertion or addition of information relating to the Design-Builder's formation (e.g., corporate, partnership or trust structure) and funding structure; and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors;
- (3) required by the Owner to complete, based on the Proposal, any provision of the Final Draft Design-Build Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design-Build Agreement;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 6.15.

The Owner also reserves the right, in its discretion, to negotiate changes to the Final Draft Design-Build Agreement and to the Preferred Proponent's Proposal.

Upon Contract Execution, the Design-Build Agreement, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the RFP and the Proposal submitted in respect of the Design-Builder.

8.3 PREFERRED PROPONENT SECURITY DEPOSIT

Subject to the terms of this RFP:

- (a) the Owner will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Owner, such date not to be earlier than 5 Business Days after notification of the appointment of the Preferred Proponent; and
- (b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Owner on or before the date and time specified by the Owner.

8.4 RETURN OF SECURITY DEPOSIT

Subject to Section 8.5, the Owner will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 Business Days after receipt by the Owner of notice of demand from the Preferred Proponent, if:
 - (1) the Owner exercises its right under Section 10.1 to terminate this RFP prior to entering into the Design-Build Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - (2) the Owner fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Owner in accordance with Section 8.2, provided that such failure is not the result of:
 - iii. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Design-Build Agreement; or
 - iv. any extensions to the Proposal Validity Period arising from any agreement by the Owner to negotiate changes to the Final Draft Design-Build Agreement pursuant to Section 8.2; or
- (b) within 10 Business Days after Contract Execution with such Preferred Proponent.

8.5 RETENTION OF SECURITY DEPOSIT

Notwithstanding any receipt by the Owner of the notice described in Section 8.4, the Owner may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Owner's own use as liquidated damages, if:

- (a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- (b) after receipt of written notice from the Owner:
 - (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Owner in accordance with Section 8.2; or
 - (2) Contract Execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Owner,unless:
 - (3) any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
 - (4) the Preferred Proponent demonstrates to the Owner's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Design-Build Agreement for a continuous period of 180 days as if the Design-Build Agreement was in force and effect.

8.6 PARTIAL COMPENSATION FOR PARTICIPATION IN THIS RFP

Upon execution of the Design-Build Agreement, the Owner will pay \$1,000,000 (inclusive of any GST or other tax payable) to each unsuccessful Proponent that:

- (a) complied with the Mandatory Requirements in Section 7.1 (a), (b) and (d) of this RFP;
- (b) received an invitation to submit a Financial Submission;
- (c) has not withdrawn from the Competitive Selection Process or been disqualified by the Owner in accordance with the terms of this RFP; and
- (d) provides to the Owner written acknowledgment of:
 - (1) the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 10.13 and
 - (2) the grant of Intellectual Property Rights to the Owner and waiver of moral rights pursuant to Section 6.9.

If the Owner exercises its right under Section 10.1 to terminate the RFP process prior to entering into the Design-Build Agreement with a Proponent, the Owner will pay to each Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above, the lesser of:

- (a) \$1,000,000 (inclusive of any GST or other tax payable); and
- (b) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Owner exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 8.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 8.6, the Owner considered the potential value of obtaining the licence to the Owner of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 6.9. Accordingly, the Owner may, in its discretion, offer to pay up to \$1,000,000 (inclusive of any GST or other tax payable) to a Proponent that is not otherwise entitled to payment under this Section 8.6 on conditions established by the Owner in its discretion. The conditions may include the Owner reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Owner granting licence rights to the Owner. Such offer and resulting arrangements will not be governed by this RFP.

8.7 DEBRIEFS

The Owner will, following Contract Execution, upon request from a Proponent within 60 days of Contract Execution, conduct a debriefing for that Proponent.

9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

9.1 RESERVATION OF RIGHTS TO DISQUALIFY

The Owner reserves the right to disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

9.2 RELATIONSHIP DISCLOSURE

Each Proponent, including each member of the Proponent Team, should fully disclose all relationships they may have with the Owner, any Restricted Party, or any other person providing advice or services to the Owner with respect to the Project or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage:

- (a) by submission of completed Relationship Disclosure Forms with its Proposal; and
- (b) at any time during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner or the Conflict of Interest Adjudicator (the "**COI Adjudicator**") may require in its discretion in connection with the consideration of the disclosed relationship and proposed measures.

9.3 USE OR INCLUSION OF RESTRICTED PARTIES

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

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

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party, or includes any Restricted Party in the Proponent Team.

9.4 CURRENT RESTRICTED PARTIES

At this RFP stage, and without limiting the definition of Restricted Parties, the Owner has identified the following persons as Restricted Parties:

- BTY Group Inc.
- Deloitte LLP;
- Devencore Realty Victoria Ltd.;
- HDR Architecture Associates Inc. and its sub-consultants, including;
 - Kerr Wood Leidal Associates Ltd.;
 - AME Consulting Group Ltd.;
 - Connect Landscape Architecture Inc.;
 - Bogdonov Pao Associates Ltd.;
 - AES Engineering Ltd; and
 - Evolution Building Science Ltd.;
 - Heritage Protection Group;
- R Steele Consulting Inc.;
- Terra Archaeology Limited;
- Walt Crimm Associates;
- DLA Piper (Canada) LLP;
- Singleton Urquhart Reynolds Vogel LLP
- Boughton Law Corporation (Conflict of Interest Adjudicator)
- Long View Systems Corporation
- GeoPacific Consultants Ltd.
- Western Water Associates Ltd.
- the Owner, Ministry of Tourism, Arts, Culture and Sport, Transportation Investment Corporation (“TI Corp”) and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

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

9.5 CONFLICT OF INTEREST ADJUDICATOR

The Owner has appointed a COI Adjudicator to provide decisions on conflicts of interest, unfair advantage or exclusivity issues, including whether any person is a Restricted Party. The Owner may, at its discretion, refer matters to the COI Adjudicator.

9.6 REQUEST FOR ADVANCE DECISION

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent 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 by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions, by email, the following information:

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

The Owner may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Owner refers the request to the COI Adjudicator, the Owner may make its own submission to the COI Adjudicator.

If a Proponent 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.

9.7 THE OWNER MAY REQUEST ADVANCE DECISIONS

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 9.6.

9.8 DECISIONS FINAL AND BINDING

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

The Owner may provide any decision by the Owner or the COI Adjudicator regarding conflicts of interest to all Proponents if the Owner, in its discretion, determines that the decision is of general application.

9.9 SHARED USE

A Shared Use Person is a person identified by the Owner as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Owner considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent.

No Shared Use Persons have been identified for this Project.

9.10 EXCLUSIVITY

Unless permitted by the Owner in its discretion or permitted as a Shared Use Person, each Proponent will ensure that no member of its Proponent Team, or any Affiliated Person of any member of its Proponent Team, participates as a member of any other Proponent Team.

If a Proponent contravenes the foregoing, the Owner reserves the right to disqualify the Proponent or may permit the Proponent to continue and impose such conditions as may be required by the Owner. Each Proponent is responsible, and bears the onus, to ensure that the Proponent, its Proponent Team members and their respective Affiliated Persons do not contravene the foregoing.

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:

- (a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions by email, the following information:
 - (1) names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
 - (2) a description of the relationship that raises the possibility of non-exclusivity;

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

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

9.10.1 Exclusivity – the Owner May Request Advance Decisions

The Owner may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Owner identifies a matter related to exclusivity. The Owner will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 9.10.

9.10.2 Exclusivity – Decisions Final and Binding

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

The Owner may provide any decision by the Owner or the COI Adjudicator regarding matters related to exclusivity to all Proponents if the Owner, in its discretion, determines that the decision is of general application.

10 RFP TERMS AND CONDITIONS

10.1 NO OBLIGATION TO PROCEED

This RFP does not commit the Owner to select a Preferred Proponent or enter into a Design-Build Agreement, and the Owner reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

10.2 NO CONTRACT

Other than to the extent provided in the Participation Agreement, this RFP is not a contract between the Owner and any Proponent, nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of a Proposal, unless the Owner and the Preferred Proponent execute and deliver the Design-Build Agreement, and then only to the extent expressly set out in the Design-Build Agreement.

10.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

By submitting a Proposal, the Proponent represents and warrants to the Owner that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

10.4 COST OF PREPARING THE PROPOSAL

Subject to Section 8.6, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Owner, attending meetings and conducting due diligence.

10.5 CONFIDENTIALITY OF INFORMATION

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Owner. Except as expressly stated in this RFP, and subject to FOIPPA or

other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Owner has engaged Infrastructure BC. Infrastructure BC has been, and continues to be, involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 2.2 and Section 6.6, the Owner may, in its discretion, disclose information that is available from the Project to Infrastructure BC, TI Corp and other projects, and may obtain information from other projects.

10.6 GENERAL RESERVATION OF RIGHTS

The Owner reserves the right, in its discretion, to:

- (a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Owner’s evaluation of the Proposals in accordance with Appendix A, and in particular the Owner is not obliged to select the Proposal with the lowest Nominal Cost of the Proposal;
- (c) reject a Proposal that fails to meet the Mandatory Requirements;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements (but subject to the Owner’s right with respect to the Design-Build Price Ceiling requirement as set out in Section 7.1), and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members subject to any payment required pursuant to Section 8.6;
- (f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this RFP;
- (h) negotiate any aspects of a Preferred Proponent’s Proposal; and
- (i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

10.7 NO COLLUSION

Proponents and Proponent Team members, their employees and representatives involved with the Proposal, will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team member of such other Proponent) regarding the preparation, content or representation of their Proposals.

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

10.8 NO LOBBYING

Proponents, Proponent Team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Owner (including any member of the Royal British Columbia Museum's board of directors), the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, the Owner in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 8.6.

10.9 OWNERSHIP OF PROPOSALS

All Proposals submitted to the Owner become the property of the Owner and will be received and held in confidence by the Owner, subject to the provisions of FOIPPA and this RFP.

10.10 DISCLOSURE AND TRANSPARENCY

The Owner is committed to an open and transparent procurement process. To assist the Owner in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

The Owner expects to publicly disclose the following information during this stage of the Competitive Selection Process:

- (a) the RFP;
- (b) the number of Proponents; and
- (c) the name of Proponents.

Following Contract Execution, the Owner expects to publicly disclose:

- (a) the Fairness Reviewer's report; and
- (b) the final Design-Build Agreement excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

- (a) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP 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 written approval of, the Owner;
- (b) it will notify the Owner of any and all requests for information or interviews received from the media; and
- (c) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP.

10.11 FAIRNESS REVIEWER

The Owner has appointed John Singleton, Q.C. (the "**Fairness Reviewer**") to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Owner that the Owner will make public.

The Fairness Reviewer will be:

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

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

10.12 LEGAL ADVISOR

DLA Piper (Canada) LLP is a Restricted Party. By submitting a Proposal, the Proponent, and each member of a Proponent Team, expressly consents to DLA Piper (Canada) LLP continuing to represent the Owner for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent, or any member of a Proponent Team or any of their respective related parties, despite any information of the Proponent, or any member of a Proponent Team or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any member of a Proponent Team or any of their respective related parties, may have had, or may have, with DLA Piper (Canada) LLP in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent's, or relevant member of a Proponent Team's, rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

10.13 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- (a) agrees not to bring any Claim against the Owner, Infrastructure BC, TI Corp or any of their employees, advisors, or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
 - (1) if the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
 - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
- (b) waives any and all Claims against the Owner, Infrastructure BC, TI Corp or any of their employees, advisors, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
 - (1) if the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
 - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP.

This Section does not limit the Owner's obligation to make payment under Section 8.6, but in no event will the Owner's liability exceed the amount calculated pursuant to Section 8.6.

11 DEFINITIONS AND INTERPRETATION

11.1 DEFINITIONS

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Design-Build Agreement.

In this RFP:

“Acceptable Equivalent” has the meaning set out in Section 6.15.

“Addenda” or **“Addendum”** means an addendum to this RFP issued by the Contact Person as described in Section 6.8.

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

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

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

“Breakdown of Contract Price” means the form in which Proponents are to provide the Owner costing of the Project and the calculation of the Nominal Cost of the Proposal as set out in Section 4 and Appendix B.

“Business Day(s)” means a standard day for conducting business, excluding government holidays and weekends.

“Business-to-Business Networking Session” has the meaning set out in Section 2.3.

“CCI” has the meaning set out in Section 3.5.

“City” means the City of Colwood, British Columbia.

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

“Collaborative Meetings” has the meaning set out in Section 2.2.

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** means the person described in Section 9.5.

“Contact Person” means the person identified as such in the Summary of Key Information.

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

“Data Room” has the meaning set out in Section 2.5

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

“Design-Build Construction Manager” means the individual responsible for leading the construction of the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Design-Build Director” means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Design-Builder” means the entity that enters into the Design-Build Agreement with the Owner and who has direct responsibility to design and build the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Design-Build Price Ceiling” has the meaning set out in Section 4.1.

“Design Firm(s)” means the firm(s) engaged by the Design-Builder to design the Project, as described in the Proponent’s Response and as may be changed pursuant to this RFP.

“Embodied Carbon” has the meaning set out in Section 3.8.

“Enquiry” has the meaning set out in Section 6.6.

“Facility” means the buildings, related structures, utility connections, landscaping and other improvements to be constructed by the Design-Builder.

“Fairness Reviewer” has the meaning set out in Section 10.11.

“Final Draft Design-Build Agreement” has the meaning set out in Section 2.4.

“Financial Submission” has the meaning set out in Appendix B.

“Freedom of Information and Protection of Privacy Act” or **“FOIPPA”** has the meaning set out in Section 10.3.

“GST” means Goods and Services Tax.

“Guarantor” means an entity providing financial and/or performance support to the Design-Builder by way of a guarantee or a commitment to provide a parent company guarantee or other proposed credit support

in relation to the Project, as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

"Indicative Design" has the meaning as stated in Section 2.6 of the Statement of Requirements.

"Infrastructure BC" means Infrastructure BC Inc. formerly known as Partnerships British Columbia Inc.

"Initial Draft Design-Build Agreement" means the draft Design-Build Agreement labeled "Initial Draft Design-Build Agreement" and posted in the Data Room.

"Intellectual Property Rights" has the meaning set out in Section 6.9.

"Interim Financial Review Submission" has the meaning set out in Section 2.6.

"Key Individual(s)" of a Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent), as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

- Design-Build Director;
- Mass Timber Specialist;
- Lead Architect; and
- Design-Build Construction Manager.

A Key Individual role will only be filled by one individual.

"Lead Architect" means the individual responsible for leading the design of the Project, as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

"Mandatory Requirements" means the requirements described in Section 7.1.

"Mass Timber Specialist" means the individual with mass timber expertise as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

"Nominal Cost of the Proposal" means the nominal sum of the values in the Breakdown of Contract Price.

"Owner" has the meaning set out in Section 1.2.

"Owner Representatives" has the meaning set out in Section 2.2.

"Participation Agreement" has the meaning set out in Section 5.1.

“Preferred Proponent” means the Proponent selected by the Owner pursuant to this RFP to finalize the Design-Build Agreement.

“Preferred Proponent Security Deposit” means an irrevocable letter of credit in the amount of \$150,000 in the form set out in Appendix G or in such other form acceptable to the Owner in its discretion.

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

“Proponent” means one of the design-builders identified in Section 1.2.

“Proponent Team” means the proposed Design-Builder, its Design Firm(s), Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Proponent’s Contact Representative” means, for a Proponent, the person who under the RFQ for such Proponent was the “Respondent’s Representative” (as such term is used in the RFQ), as such person may be changed from time to time by the Proponent by written notice to the Owner, and who is fully authorized to represent the Proponent in any and all matters related to this RFP.

“Proposal” means a proposal submitted in response to this RFP.

“Proposal Declaration Form” means a form substantially as set out in Appendix C, or as otherwise acceptable to the Owner.

“Proposal Requirements” means the requirements described in Appendix B.

“Proposal Validity Period” has the meaning set out in Section 6.13.

“Province” means Her Majesty the Queen in Right of the Government of British Columbia.

“Relationship Disclosure Form” means a form substantially as set out in Appendix D or as otherwise acceptable to the Owner.

“Request for Proposals” or **“RFP”** means this request for proposals including all appendices, as may be amended by Addenda.

“Request for Qualifications” or **“RFQ”** has the meaning set out in Section 1.2.

“Restricted Party” means those persons (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

“Scope Ladder” has the meaning set out in Section 4.3.

“Scored Elements Adjustment” has the meaning set out in Appendix A.

“Shared Use Person” has the meaning set out in Section 9.9.

“Site” means the site located at 3608 Ryder Hesjedal Way in Colwood, B.C., upon which the Facility is to be constructed.

“Statement of Requirements” means the functional requirements and specifications for the design and construction of the Facility as set out in Schedule 1 [Statement of Requirements] to the Design-Build Agreement.

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

“Submission Time for Collaborative Meeting 1” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 2” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 3” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Financial Submissions” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Interim Financial Review Submissions” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Technical Submissions” means the date and time identified as such in the Summary of Key Information.

“Technical Submission” has the meaning set out in Appendix B.

“Third Party Intellectual Property Rights” means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

“TI Corp” means Transportation Investment Corporation.

11.2 INTERPRETATION

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like

effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner;

- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFP is not to be read as limiting;
- (f) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (g) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

This RFP may be subject to the terms of one or more trade agreements.

APPENDIX A EVALUATION OF PROPOSALS

The Owner will evaluate the Proposals in accordance with this Appendix A.

1. TECHNICAL SUBMISSIONS

Subject to the terms of this RFP, including Section 7.1 Mandatory Requirements and Section 7.2 Evaluation of Proposals, the Owner will evaluate each Technical Submission to determine whether the Owner is satisfied that the Technical Submission substantially meets the following requirements:

- (a) the provisions of this RFP, including the requirements set out in:
 - (1) Appendix B of this RFP; and
 - (2) the Final Draft Design-Build Agreement;
- (b) demonstration that the Proponent has a good understanding of the Project and the obligations of the Design-Builder under the Design-Build Agreement; and
- (c) demonstration that the Proponent is capable of:
 - (1) performing the obligations and responsibilities of the Design-Builder; and
 - (2) delivering the Project in accordance with the Design-Build Agreement.

If the Owner is not satisfied that the Technical Submission substantially meets the above requirements, the Owner may reject the Proposal and not evaluate it further.

The Owner will also evaluate and score each Technical Submission against the criteria described in Table 1 of this Appendix A. Table 1 describes these criteria and indicates the maximum points available for each criterion and the weighting of each sub-criterion of the criterion where applicable. Where weightings are not indicated, sub-criterion will be weighted equally.

Points will be awarded for how effectively the Proposal responds to the design requirements set out in Statement of Requirements in a manner consistent with the evaluation considerations described in Table 1.

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
4.1	<p><u>Creating an Exceptional Collections and Research Building</u></p> <p>The Owner will consider how effectively the design responds to:</p> <ul style="list-style-type: none"> ▪ Use and Integration of Mass Timber ▪ Staff Working Environment ▪ Impactful Interior Public Spaces 	25

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
	In evaluating, the following will be considered:	
4.1.1	<p>Use and Integration of Mass Timber</p> <ul style="list-style-type: none"> The design optimizes the use of Mass Timber for structural and functional applications – Max 4 points The design showcases substantive exterior and interior Mass Timber aesthetic features – Max 3 points 	7
4.1.2	<p>Staff Working Environment</p> <ul style="list-style-type: none"> The integration of materials, colour and natural light serve to create an exemplary workplace – Max 10 points 	10
4.1.3	<p>Impactful Interior Public Spaces</p> <ul style="list-style-type: none"> A broad range of imaginative display opportunities and impactful educational features are provided for visiting groups– Max 4 points The building demonstrates the ability to host a wide variety of public events without compromising security– Max 4 points 	8
4.2	<p>Urban Design & Community Integration</p> <p>The Owner will consider how effectively the design responds to:</p> <ul style="list-style-type: none"> Public Presence/Visual Impact Impactful Exterior Grounds and Public Spaces <p>In evaluating, the following will be considered:</p>	20
4.2.1	<p>Public Presence/Visual Impact</p> <p>The extent to which:</p> <ul style="list-style-type: none"> The design expression reflects an appropriate image for a Collections and Research Building – Max 5 points The building positively contributes to the neighbourhood, enhancing civic and cultural awareness/pride – Max 5 points 	10
4.2.2	<p>Impactful Exterior Grounds and Public Spaces</p> <ul style="list-style-type: none"> Numerous display/activity zones are thoughtfully organized and are capable of hosting a wide variety of public activities – Max 5 points Pedestrian access routes and associated exterior gathering areas provide a high level of public safety – Max 5 points 	10
4.3	<p>Local First Nations Cultural Integration</p> <p>The Owner will consider how effectively the design responds to and demonstrates:</p> <ul style="list-style-type: none"> Program Requirements Culturally Reflective Features 	25

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
	In evaluating, the following will be considered:	
4.3.1	Program Requirements <ul style="list-style-type: none"> ▪ The building entry has a clear and direct orientation to the water that establishes a positive sense of welcome – Max 7 points ▪ Multiple opportunities are present for impactful art displays and hosting of ceremonial events. – Max 8 points 	15
4.3.2	Culturally Reflective Features <ul style="list-style-type: none"> ▪ The Facility incorporates features that respect and relay the importance of local First Nations awareness, inclusiveness and sharing of knowledge – Max 10 points 	10
4.4	Facility Effectiveness and Efficiency <p>The Owner will consider how effectively the design responds to:</p> <ul style="list-style-type: none"> ▪ Organization/connectivity of Functional Program elements ▪ Interior & Exterior Circulation <p>In evaluating, the following will be considered:</p>	30
4.4.1	Organization/connectivity of Functional Program elements <ul style="list-style-type: none"> ▪ Locations and adjacencies of all program elements are highly effective – Max 14 points ▪ Inter-departmental relationships are highly effective – Max 6 points 	20
4.4.2	Interior & Exterior Circulation <ul style="list-style-type: none"> ▪ Staff and visitor internal access routes meet all operational requirements – Max 5 points ▪ Facility wayfinding is highly intuitive and requires minimal signage – Max 5 points 	10
	Total Points	100

2. FINANCIAL SUBMISSION

Subject to the terms of this RFP, including Section 7.1 Mandatory Requirements and Section 7.2 Evaluation of Proposals, the Owner will evaluate each of the Financial Submissions to determine whether the Owner is satisfied that the Financial Submission substantially meets the following requirements:

- (a) in accordance with Section 7.1, the Nominal Cost of the Proposal at the Submission Time for Financial Submissions does not exceed the Design-Build Price Ceiling;
- (b) that any Scope Ladder items used to allow the Nominal Cost of the Proposal to be below the Design-Build Price Ceiling were applied in accordance with this RFP.
- (c) the Proponent has the financial capacity to meet the obligations of the Project;
- (d) the Proponent has confirmation of a bonding undertaking for a performance bond and a labour and materials payment bond, each in the amount of 50 per cent of the Nominal Cost of the Proposal; and
- (e) the provisions of this RFP, including the requirements set out in:
 - (1) Appendix B of this RFP; and
 - (2) the Final Draft Design-Build Agreement.

If the Owner is not satisfied that the Financial Submission substantially meets the above requirements, the Owner may reject the Proposal and not evaluate it further.

3. RANKING PROCESS

Proposals that have not been rejected will be ranked according to the following process:

Step 1: Highest on Scope Ladder

Each Proposal will be examined to identify the extent to which, if at all, Scope Ladder items, as described in Section 4.3 of this RFP, have been used to achieve the affordability requirements set out in Section 4. The Proposals will then be ranked in accordance with the Proponent's use of Scope Ladder items, with the Proposal using the least Scope Ladder items being ranked the highest, and the Proposal using the most Scope Ladder items being ranked the lowest.

If a Proponent has made use of Scope Ladder items out of the order described in Section 4.3 the Proponent will be deemed to be using all Scope Ladder items preceding it as well, even if these items are otherwise included in the Proponent's Proposal. For example, if a Proponent has used a Scope Ladder item 3 without using Scope Ladder item 1 and 2, then Scope Ladder items 1 and 2 will be considered to have been used in the Proponent's Proposal. The Proposals will then be ranked based on their use of Scope Ladder items, with the Proposal using (or deemed to be using) the least number of Scope Ladder items ranked the highest, and the Proposal using (or deemed to be using) the most Scope Ladder items ranked the lowest.

If as a result of the foregoing ranking, two or more Proposals are ranked highest, those Proposals (and only those Proposals) will be ranked in accordance with Step 2.

Step 2: Lowest Adjusted Nominal Cost of the Proposal

The Owner will calculate the Adjusted Nominal Cost of the Proposal by doing the following:

(a) Scored Elements Adjustment

For the purposes of evaluation and ranking only, the Nominal Cost of the Proposal will be adjusted based on:

- (1) with reference to Table 1 above, calculating the number of points achieved by the Proponent's Proposal to a maximum of 100 points,
- (2) multiplying that calculated number of points by \$170,000 (the value of a point allocated by the Owner for this purpose); and
- (3) subtracting the product from the Nominal Cost of the Proposal.

The Proposal which offers the lowest Adjusted Nominal Cost of the Proposal as determined by the Owner will receive the highest ranking and be designated the highest-ranked Proposal.

Step 3: Most Advantageous to the Owner

If the Adjusted Nominal Cost of the Proposal of one or more of the other Proposals is not more than \$100,000 higher than the Proposal with the lowest Adjusted Nominal Cost of the Proposal, then the Owner will select from among the Proposal with the lowest Adjusted Nominal Cost of the Proposal and the other Proposals with an Adjusted Nominal Cost of the Proposal not more than \$100,000 higher than the Proposal that, in the Owner's discretion, is the most advantageous to the Owner, and such Proposal will be designated as the highest ranked Proposal. The Owner expects that it will have to conclude that there are compelling advantages as compared to the Proposal with the lowest Adjusted Nominal Cost of the Proposal before a Proposal with a higher Adjusted Nominal Cost of the Proposal will be selected.

APPENDIX B PROPOSAL REQUIREMENTS

Proposals are to be presented in two submissions: a Technical Submission and a Financial Submission, each of which consists of the following packages:

TECHNICAL SUBMISSION

Package 1: Transmittal Package for Technical Submission

Package 2: Technical Submission (Technical Review)

Package 3: Technical Submission (Scored Elements)

FINANCIAL SUBMISSION

Package 4: Transmittal Package for Financial Submission

Package 5: Financial Submission (Financial Review)

Note:

The tables below describe the requirements for the Technical Submission and Transmittal Package, and the Financial Submission and Transmittal Package. For ease of reference, Proposals should be written using the section numbers and titles as indicated with variations, if any, clearly identified. Any deviation in a Proposal from the requirements of the RFP or the Final Draft Design-Build Agreement should be clearly noted. Where the Proponent believes there is a redundant request in the requirements of the RFP, the Proponent can prepare the information in one location and clearly refer the evaluators to this location as applicable.

Where a narrative explanation is required, Proponents should limit their narrative to 1,000 words in each case.

In addition to PDF file versions, all drawings and diagrams should be at a scale suitable to demonstrate the extent of their required detail when printed in an Architectural D sized format.

Defined terms have the meaning set out in the RFP or the Final Draft Design-Build Agreement as the context may require. References to schedules and appendices are to the schedules and appendices to the Final Draft Design-Build Agreement unless otherwise specified.

Table 1: Transmittal Package for Technical Submission

Package 1: Transmittal Package for Technical Submission

The transmittal package is to contain the following information and documents:

- a) Name and contact details for the Proponent's Representative.
Please note: The Proponent's Representative will be the only person to receive communications from the Contact Person regarding the RFP.
 - i. Name;
 - ii. Employer;
 - iii. Mailing/courier addresses;
 - iv. Telephone number; and
 - v. Email address.
- b) Confirmation of the Company/Firm name and Key Individuals, and if there have been any changes to Key Individuals from those specified in the Proponent's RFQ response, then any such changes should be approved by the Authority in accordance with Section 6.12 of the RFP.
- c) Fill out the table below for the Key Individuals.

Key Individual's Name	Company Name	Role

- d) Relationship Disclosure Form(s).
- e) Overview table of contents for all parts of the Proposal.

Package 2: Technical Submission (Technical Review)

The Technical Submission should address the requirements set out in the tables below. Proponents should use the section numbers and corresponding titles shown in these tables in their Technical Submission to allow the Owner to evaluate their Technical Submission in accordance with Appendix A.

Table 2: Technical Submission (Technical Review)

Section No.	Title	Contents (Package 2, Technical Review)
1.	PROPONENT TEAM	Proposal Requirements
1.1	Team Organization	<ul style="list-style-type: none"> a) Provide an organization chart(s) at the corporate level showing reporting relationships between Proponent Team members (including Key Individuals, collection storage system supplier and installer, major sub-trades and consultants). b) Provide a brief narrative of the business relationships amongst the Proponent Team members (e.g., corporation, joint venture, partnership, subcontractor agreement, and consultant service agreement).
2.	PROJECT APPROACH, MANAGEMENT AND CONSTRUCTION	Proposal Requirements
2.1	Approach	<ul style="list-style-type: none"> a) Confirm the Proposal substantially meets the provisions of the RFP, including the requirements set out in Appendix B of the RFP and the Final Draft Design-Build Agreement. Note: Qualifications to this confirmation are not permitted and may result in the disqualification of the Proponent. b) Confirm use of any Acceptable Equivalents, to the extent they have been previously accepted by the Owner as described in Section 6.15 of the RFP.
2.2	Project Schedule	<ul style="list-style-type: none"> a) Provide a detailed Time Schedule in the form of a Gantt chart, which shall be a fully integrated schedule developed using Critical Path Method, following good industry practice with each activity having the relevant predecessor and successor logic, traceable through plans and reports, design, permitting, procurement, contracts, construction and commissioning. The Time Schedule shall clearly differentiate critical path from non-critical path items, and identify: <ul style="list-style-type: none"> i. Substantial Completion of the Project and Total Completion; ii. Contractual milestones and key interim design, procurement and construction milestones; iii. Key interface milestones identifying external dependencies (City of Colwood, utility providers, etc.); iv. Procurement activities for long lead items including mass timber, collections storage racking and major equipment, showing target bid period, manufacture and delivery/mobilization dates; v. Development of plans and reports during the construction phase, including: <ul style="list-style-type: none"> i. Health and Safety Plan; ii. Project Management Plan; iii. Quality Management Plan

Section No.	Title	Contents (Package 2, Technical Review)
		<ul style="list-style-type: none"> iv. Respect in the Workplace Plan; and v. Commissioning Plan vi. Design period, including the User Consultation Group process and the Submittal Schedule identifying each Design Package and showing review durations; vii. Construction Period: <ul style="list-style-type: none"> i. Site establishment and mobilization; ii. Securing approvals, including permits; iii. Major construction stages; iv. Delivery and installation of the collections storage racking components; v. Testing, commissioning, integration, programming and training; and vi. Deficiency review and rectification period. viii. Warranty Period. b) Provide a basis of schedule narrative including: <ul style="list-style-type: none"> i. Description of all key milestones; ii. Explanation of how the design and construction will be implemented to achieve the milestone dates; iii. Critical path analysis, identifying and risks or concerns; iv. Discussion of key interfaces with external dependencies (City of Colwood, utility providers etc); v. Outline assumptions made including construction productivities; and vi. Outline of hours/days to be worked and non-work days such as statutory holidays.
2.3	Construction Approach	<p>Describe and provide details of the Proponent's construction approach including:</p> <ul style="list-style-type: none"> a) Coordination with the City of Colwood; b) Approach to Site access and egress, security, parking and construction traffic management; c) The procurement, supply and lead times for mass timber products; d) The procurement, supply and lead times for specialty or long lead materials order; and e) The construction approach to working with mass timber including any special provisions required for storage onsite, placement and weather protection.
2.4	Commissioning	<p>Describe the Proponent's process for planning and leading commissioning, including a description of the major elements of the Commissioning Plan as described in Section 35 of the Design-Build Agreement, who is responsible for those elements, and when the Owner's involvement is recommended.</p>
3	DESIGN AND CONSTRUCTION	Proposal Requirements
3.1	Facility Design	<p>Provide a narrative along with schematic drawings of the design to explain the Proponent's proposal including:</p> <ul style="list-style-type: none"> a) Exterior renderings demonstrating proposed 3-D massing, materials and image of the Facility, including landscaping, and the context of all buildings. Provide exterior renderings demonstrating: <ul style="list-style-type: none"> i. View from Ryder Hesjedal Way;

Section No.	Title	Contents (Package 2, Technical Review)
		<ul style="list-style-type: none"> ii. View from Metchosin Road iii. View of the Building's main entry b) Interior renderings illustrating the materials, character and design of the Building. Provide, at a minimum, interior renderings demonstrating: <ul style="list-style-type: none"> i. Lobby ii. Circulation Spine c) A two to three-minute animation video illustrating key exterior and interior features. d) A completed Schedule of Accommodation dated March 11, 2022 using the Excel file provided in the Data Room. The Proponent will not change the sequence and terminology in the template provided; and e) A narrative and supportive illustrations demonstrating the use of Mass Timber
3.2	Site Development & Design Strategy	<p>Provide a Site plan, together with narrative and information, sufficient to demonstrate the intent of the design and its conformance with the Design-Build Agreement, including:</p> <ul style="list-style-type: none"> a) A colour-coded Site circulation strategy illustrating travel routes for vehicles, cyclists, pedestrians; staff and visitor arrival; service delivery and waste removal; as well as emergency vehicle access; b) Finished grades, surface parking plan, shipping/receiving, garbage and recycling bins, and outdoor program areas; c) Utilities, storm water management and Site servicing connection points; and d) Landscape plan for the Site, including stormwater retention strategy. <p>Provide a written and graphic open space design rationale:</p> <ul style="list-style-type: none"> e) Outlining how the open spaces relate to one another, meet programmatic requirements, and form a cohesive network with the scale, form, finishes, and interior programming of the adjacent Building, clearly rationalizing a respectful relationship with the existing Site topography, views, and microclimate.
3.3	Architecture	<ul style="list-style-type: none"> a) Provide schematic level drawings, together with narrative and information, sufficient to demonstrate the intent of the design and its conformance with the Design-Build Agreement, including: <ul style="list-style-type: none"> i. Floor plans (1:250) consistent with the intent of the Functional Program; ii. Roof plan (1:250) showing rooftop equipment, screening strategy and rainwater management; iii. Building elevations (1:250) denoting materials; iv. One north-south and one east-west section of the Facility; and v. Schematic building envelope details; b) Provide a brief outline specification including a description of exterior building envelope (wall assemblies and roof, windows, doors). c) Provide a narrative describing daylighting strategies. d) Provide a code consultant's report outlining and supporting the proposed approach to Building Code compliance including where any "alternative solutions" are anticipated or proposed.

Section No.	Title	Contents (Package 2, Technical Review)
3.4	Sustainability (LEED, Energy and Embodied Carbon)	<ul style="list-style-type: none"> a) Provide narrative and summary of the Proponent’s LEED® Gold certification strategy; b) Provide a preliminary LEED® checklist identifying the credits targeted to achieve Gold certification; c) Provide an Energy modeling report (consistent with the requirements of Schedule 8) and a narrative to describe the approach to achieving the Energy Target; and d) Provide an Embodied Carbon modeling report including target value (consistent with the requirements of Schedule 8) and a narrative to describe the approach to achieving the Embodied Carbon Target. Identify any perceived challenges and how they will be managed.
3.5	Structure	<p>Provide a narrative and plan drawings describing the structural systems (floor and roof framing, foundations and lateral load resisting systems) and how they will meet the requirements in Schedule 1 [Statement of Requirements].</p> <p>If any of the above grade elements are not anticipated to be constructed from mass timber, provide rationale.</p>
3.6	Mechanical Systems	<ul style="list-style-type: none"> a) Provide descriptions of the mechanical systems demonstrating how the design will meet the requirements in Schedule 1 [Statement of Requirements], including maintainability, zoning, noise and acoustics requirements. At a minimum, the following systems are to be included: <ul style="list-style-type: none"> i. Cooling system; ii. Heating system; iii. Humidification; iv. Ventilation system; v. Building management system; and vi. Fire detection and protection systems. b) Provide drawings and details for the following: <ul style="list-style-type: none"> i. All major equipment including air handling units, heat pumps, cooling towers, boilers, or any other significant pieces of equipment. c) Provide schematic level drawings of the mechanical and plumbing distribution systems, demonstrating how the design will meet the requirements in Schedule 1 [Statement of Requirements].
3.7	Electrical & IMIT Systems	<ul style="list-style-type: none"> a) Provide a narrative describing the following systems and how they will meet the requirements in Schedule 1 [Statement of Requirements]: <ul style="list-style-type: none"> i. Electrical utilities and Site distribution ii. Base building electrical; iii. Information Management/Information Technology (IMIT); iv. Audio Visual and Communications; and v. Security Systems b) Provide schematic drawings describing: <ul style="list-style-type: none"> i. Origin of power supply(s); ii. Electrical utilities and Site distribution; and iii. Arrangements for service redundancy.
3.8	Quality Management	Provide a draft of the Proponent’s Quality Management Plan which

Section No.	Title	Contents (Package 2, Technical Review)
		addresses the requirements set out in the Final Draft Design-Build Agreement, including by outlining: <ul style="list-style-type: none"> a) Procedures to be implemented to ensure robust and thorough quality control and quality assurance by the Design-Builder and its subcontractors; b) Processes, testing, certification and auditing that will be performed to verify that all parts of the Work comply with the Design-Build Agreement; and c) Timing of the elements of the Quality Management Plan and the documentation to demonstrate compliance that will be obtained by the Design-Builder and its subcontractors and provided to the Owner.
3.9	Furniture and Equipment	Provide the following: <ul style="list-style-type: none"> a) A summary of the processes and activities that will be undertaken to ensure all Design-Builder supplied equipment, including collections storage items and lab furniture, are received, placed, installed and commissioned prior to Substantial Completion; and b) Outline of the roles and timing the Design-Builder would expect the Owner to provide in achieving the above.
3.10	Respect in the Workplace	Provide a draft of the Proponent's Respect in the Workplace Plan which addresses the requirements set out in the Final Draft Design-Build Agreement.
3.11	Gender Based Analysis + (GBA+)	Provide a narrative describing how GBA+: <ul style="list-style-type: none"> a) Was applied to inform development of Technical Submission, b) Will be incorporated into the Project throughout design and construction.
3.12	Rick Hansen Foundation Accessibility Certification	<ul style="list-style-type: none"> a) Provide a narrative of the Proponent's Gold certification strategy; and b) Provide a preliminary checklist identifying the credits targeted to achieve Gold certification.

Table 3: Technical Submission (Scored Elements)

Section No.	Title	Contents (Package 3, Scored Elements)
4.0	Scored Elements	
	<u>Overview</u>	
		The Technical Submission is to include appropriate materials (e.g., text, drawings, renderings, schedules) addressing the requested information as noted below. Floor plans, where provided, should be at a scale suitable

Section No.	Title	Contents (Package 3, Scored Elements)
<p>to demonstrate the extent of their required detail when printed in an Architectural D sized format to allow the Owner to evaluate.</p> <p>Where possible, Proponents may rely upon the Package 2 Content Requirements identified above in Table 2 rather than duplicating materials. Where the Package 2 Content Requirements are used, Proponents may re-use in Package 3, or identify the location of the material in Package 2 so the Owner can find the relevant material for evaluation of the Scored Elements.</p>		
4.1	Creating an Exceptional Collections and Research Building	<p>Provide materials that best demonstrate the strategy behind the design and intent of each of the following elements described in Appendix A:</p> <ul style="list-style-type: none"> a) Section 4.1.1 Use and Integration of Mass Timber; b) Section 4.1.2 Staff Working Environment; and c) Section 4.1.3 Impactful Interior Public Spaces. <p>Cross-reference Proposal response sections as necessary, and supplement Package 3 materials with schematic level drawings, diagrams, renderings or narratives as appropriate.</p>
4.2	Urban Design & Community Integration	<p>Provide materials that best demonstrate the strategy behind the design and intent of each of the following elements described in Appendix A:</p> <ul style="list-style-type: none"> a) Section 4.2.1 Public Presence/Visual Impact; and b) Section 4.2.2 Impactful Exterior Grounds and Public Spaces <p>Cross-reference Proposal response sections as necessary, and supplement Package 3 materials with schematic level drawings, diagrams, renderings or narratives as appropriate.</p>
4.3	Local First Nations Cultural Integration	<p>Provide materials that best demonstrate the approach and intent of each of the following elements described in Appendix A:</p> <ul style="list-style-type: none"> a) Section 4.3.1 Program Requirements; and b) Section 4.3.2 Culturally Reflective Features <p>Cross-reference Proposal response sections as necessary, and supplement Package 3 materials with schematic level drawings, diagrams, renderings or narratives as appropriate.</p>
4.4	Facility Effectiveness and Efficiency	<p>Provide materials that best demonstrate the approach and intent of each of the following elements described in Appendix A:</p> <ul style="list-style-type: none"> a) Section 4.4.1 Organization/Connectivity of Functional Program Elements; and b) Section 4.4.2 Interior & Exterior Circulation. <p>Cross-reference Proposal response sections as necessary, and supplement Package 3 materials with schematic level drawings, diagrams, renderings or narratives as appropriate.</p>

Package 4: Transmittal Package for Financial Submission

The transmittal package is to contain the following information and documents:

- A letter confirming that the Nominal Cost of the Proposal is within the Design-Build Price Ceiling and is valid for a period of 120 days beyond the date of this Financial Submission;
- Confirmation of the Scope Ladder items used, if any, to achieve the Design-Build Price Ceiling;
- Confirmation that there have been no changes to the Proponent Team other than those with respect to which the Proponent has complied with Section 6.12 of the RFP; and
- One fully executed copy of Appendix C – Proposal Declaration Form.

Package 5: Financial Submission

The Financial Submission should address the requirements set out in the tables below. Proponents should use the section numbers and corresponding titles shown in these tables in their Financial Submission to allow the Owner to evaluate their Financial Submission in accordance with Appendix A.

Proponents should provide a cover letter with their Financial Submission that includes or attaches:

- (a) Confirmation of bonding undertakings; and
- (b) Completed Form A1 – Breakdown of Contract Price and Monthly Progress Payments.

Section 7 is to be submitted as a separate file only and not combined with any other sections.

Table 4: Financial Submission

Section No.	Title	Contents (Package 5, Financial Submission)
5.	Basis of Financial Submission	
5.1	Proposal Authorization	a) Provide a certified copy of board resolutions or other legally binding evidence where applicable from the Proponent approving the Proposal and authorizing submission of the Proposal in response to this RFP.
5.2	Insurance and Bonding	a) Demonstrate the insurability of the Proponent Team by providing written confirmation from insurers that the insurance coverage required by the Final Draft Design-Build Agreement will be available for the Project if Proponent is awarded a contract. Note: Only the Preferred Proponent will be required to submit a completed Appendix H in advance of Contract Execution. b) Demonstrate the bondability of the Design-Builder by providing written confirmation, generally in the form of the bonding undertaking contained in

Section No.	Title	Contents (Package 5, Financial Submission)
		<p>Appendix K, from a surety company acceptable to the Owner and authorized to transact the business of suretyship in British Columbia, that the bonding requirements of the Final Draft Design-Build Agreement will be available for the Project if the Proponent is awarded a contract.</p> <p>The Proponent may alternatively provide the surety's standard form Consent of Surety or Agreement to Bond in respect of a commitment to provide the required performance bond and labour and material payment bond.</p>
5.3	Financial Capacity	<p>a) Demonstrate the financial capacity of the Design-Builder by providing a description of the company that will manage the cash flow and working capital including:</p> <ul style="list-style-type: none"> i. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years; and ii. Details of any credit rating(s). <p>b) Provide written authorization to permit the Owner to perform a credit check.</p>
6.	Proposal Price	
6.1	Price Validity	<p>Confirm all prices listed in the Proposal will remain valid for the period of at least 120 days after the Submission Time for Financial Submissions.</p>
6.2	Form A1 – Breakdown of Contract Price and Monthly Progress Payments	<p>Submit Form A1 – Breakdown of Contract Price and Monthly Progress Payments in electronic format. Form A1 will include:</p> <ul style="list-style-type: none"> a) The breakdown of the contract price adding up to the Nominal Cost of the Proposal; and b) Estimated monthly progress payments over the construction schedule: <ul style="list-style-type: none"> i. Estimated progress payments will coincide with work completed based on the Time Schedule. ii. Estimated progress payments will result in a cumulative not to exceed value <p>The Proponent's Form A1 should be consistent with the following:</p> <ul style="list-style-type: none"> i. Produced using the template supplied by the Owner with no changes or entries other than as indicated in the model; ii. Produced in Microsoft Excel version 2016 or newer; iii. Except where otherwise expressly indicated, include all taxes other than GST; iv. Be expressed in Canadian dollars; and v. Include no hidden or password-protected cells or sheets. <p>All sheets should be printable, clearly and legibly, on 8.5" x 11" paper including row and column references on each page with, a minimum font size of 10 point.</p>
7.	Scope Ladder Pricing	

Section No.	Title	Contents (Package 5, Financial Submission)
7.1	Form A2 – Scope Ladder Pricing	<p>Submit Form A2 – Scope Ladder Pricing in electronic format. Form A2 will include:</p> <p>a) The breakdown of the price for each of the Scope Ladder items used in the Proposal.</p> <p>The Proponent's Form A2 should be consistent with the following:</p> <ul style="list-style-type: none">i. Produced using the template supplied by the Owner with no changes or entries other than as indicated;ii. Except where otherwise expressly indicated, include all taxes other than GST;iii. Be expressed in Canadian dollars;iv. Be in PDF format; andv. Be password protected <p>All sheets should be printable, clearly and legibly, on 8.5" x 11" paper including row and column references on each page with, a minimum font size of 10 point.</p>

APPENDIX C PROPOSAL DECLARATION FORM

By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 11.1 of this RFP.

[RFP Proponent's Letterhead]

To: Royal British Columbia Museum
c/o Infrastructure BC Inc.
300 – 707 Fort Street
Victoria, BC V8W 3G3

Attention: Julien Bahain

In consideration of the Owner's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the Owner, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud; and
- (e) the Owner reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by the Owner.

2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (b) the Proponent has provided a Proposal that does not exceed the Design-Build Price Ceiling as defined in the RFP;
- (c) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (d) the Proponent’s representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (e) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (f) the Final Draft Design-Build Agreement is in a form acceptable to the Proponent and the Proponent will comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

3. Consent of Proponent Team

- (a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

4. The Proponent Team consists of:

Name	Address	Key Individual

**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

If the Proponent is a joint venture, consortium or special purpose entity – this form is to be executed by each of its joint venture or consortium members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Owner.

APPENDIX D RELATIONSHIP DISCLOSURE FORM

By executing this Relationship Disclosure Form, the Proponent is making the disclosure on its own behalf and on the behalf of each member of the Proponent Team.

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

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

Name of Proponent Team Member	Name of Party with Relationship (e.g., list Owner, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., Proponent Team member was an advisor to the Restricted Party from 2013-2014)
<i>e.g. Firm Name Ltd.</i>	<i>Infrastructure BC</i>	<i>Firm Name Ltd. is working with Infrastructure BC on Project X.</i>
<i>e.g. John Smith</i>	<i>Owner Name</i>	<i>Employee from 19XX – 20XX</i>

(Each Proponent Team to submit one Relationship Disclosure Form. Add additional pages as required).

NAME OF PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:

If the Proponent is a joint venture, consortium or special purpose entity – this form is to be executed by each of its joint venture or consortium members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Owner.

APPENDIX E PROPONENT COMMENTS FORM

(Collaborative Meetings – s. 2.5(b))

Collections and Research Building Project

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change

APPENDIX F PARTICIPATION AGREEMENT

[Insert Month, Day Year]

Royal British Columbia Museum
c/o Infrastructure BC Inc.
300 – 707 Fort Street
Victoria, BC V8W 3G3

Attention: Julien Bahain, Contact Person

Re: Collections and Research Building Project– Participation Agreement in respect of the Request for Proposals issued by Royal British Columbia Museum (the Owner) on [Insert Month, Day Year], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

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

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP
- (b) **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (1) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Owner;
 - (2) 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 Damages) of the RFP. In no event will the liability of the Owner exceed the amount calculated pursuant to Section 8.6 (Partial Compensation for Participation in the RFP) of the RFP;

- (3) that the Owner's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.6 (Partial Compensation for Participation in the RFP) of the RFP; and
 - (4) that the Owner's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.
- (e) **Amendments.** The Proponent acknowledges and agrees that:
- (1) the Owner may in its sole and absolute discretion amend the RFP at any time and from time to time; and
 - (2) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.
- (f) **General.**
- (1) *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 Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
 - (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Owner, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement.
 - (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
 - (4) *Enurement.* This Participation Agreement enures to the benefit of the Owner and binds the Proponent and its successors.
 - (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
 - (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.

- (7) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (8) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)

SCHEDULE 1 – Confidentiality Conditions

(a) Definitions. In these confidentiality conditions:

- (1) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, 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 by the Receiving Party of the terms of this Schedule 1;
 - 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 Schedule 1 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 the RFP 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;
- (2) **Disclosing Party** means the Owner or any of its Representatives;
- (3) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
- (4) **Receiving Party** means a Proponent or any of its Representatives;
- (5) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, Project team members 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 Receiving Party, the Owner, Transportation Investment Corporation or Infrastructure BC in connection with the Project.

- (b) **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- (c) **Ownership of Confidential Information.** The Owner owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Owner, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
- (d) **Limited Disclosure.** The Receiving Party 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 Receiving Party will notify Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- (e) **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- (f) **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any

provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Owner may be entitled at law or in equity.

- (g) **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Owner will be deemed to be a waiver of that right or remedy.

APPENDIX G PREFERRED PROPONENT SECURITY DEPOSIT

[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by, or confirmed by, a Canadian chartered bank acceptable to the Owner in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]

TO: Royal British Columbia Museum

<>

(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO: __

Dear Sirs:

At the request of our client, _____ (the Customer), we hereby issue in your favour our irrevocable letter of credit No. _____ (Letter of Credit) for a sum not exceeding in the aggregate one hundred and fifty thousand (CDN \$150,000) effective immediately.

This bank will immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$150,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, **[Note: insert address of Bank in Vancouver, British Columbia]**, Canada referencing this irrevocable Letter of Credit No.

_____ dated _____.

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
- (b) the Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We will honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.

All banking charges are for the account of the Customer.

This Letter of Credit will remain in full force and effect and, unless renewed, will expire at the close of business on **[Insert Date]**.

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 20 Business Days before the expiry date.

Authorized Signatory

Authorized Signatory

APPENDIX H CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

Posted in the Data Room.

NTD: Posted as a separate .pdf file on Firmex

APPENDIX I INITIAL DRAFT DESIGN-BUILD AGREEMENT

Posted in the Data Room.

APPENDIX J ENQUIRY FORM

ENQUIRIES

Collections and Research Building Project

Request Number: _____

Proponent Team: _____

Date: _____

Do you request this query to be Commercial in Confidence? Yes No

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:

APPENDIX K BONDING UNDERTAKING

Date: [Insert Month, Day Year]

No. _____

To: Royal British Columbia Museum

Re: Request for Proposals

Collections and Research Building

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

Our client wishes to submit a Proposal for the captioned Project, which we understand will require a Performance Bond of 50% of the Nominal Cost of the Proposal and a Labour and Materials Payment Bond of 50% of the Nominal Cost of the Proposal. Based on the information available at this time, and subject to our assessment of the Collections and Research Building Project, and our client's work program at the time of submission of its Proposal, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

(Seal)

Attorney-In-Fact

APPENDIX L COLLABORATIVE MEETING STRUCTURE

A suggested approach for each of the Collaborative Meetings is provided below:

(a) Collaborative Meeting 1:

- (1) architectural Site plan option(s) with major blocking elements (i.e., lobby, circulation spine, office area, labs, learning area and collection storage area) showing key circulation, access and adjacencies;
- (2) any unique features that might be equivalent to specified items but need approval;
- (3) high level engineering strategies (mechanical, electrical, structural, civil);
- (4) commentary on Initial Draft Design-Build Agreement;
- (5) commentary on schedule;
- (6) commentary on affordability or expensive/challenging specification items; and
- (7) GBA+ Strategies

(b) Collaborative Meeting 2:

- (1) resolution of any issues raised by the Owner in Collaborative Meeting 1;
- (2) architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces and key adjacencies;
- (3) civil works;
- (4) landscaping program;
- (5) any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 6.15 for further details);
- (6) commentary on Initial Draft Design-Build Agreement;
- (7) Proponent opinions on areas of the Statement of Requirements that may:
 - i. impact CCI requirements;
 - ii. drive unexpected outcomes and/or costs; or
 - iii. be achieved in a more efficient manner.

(c) Collaborative Meeting 3:

- (1) resolution of any issues raised by the Owner in Collaborative Meeting 2;
- (2) discussion of key elements of the Interim Financial Submission
- (3) architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces, travel flows and key adjacencies;

- (4) structural plans depicting the extent of mass timber implementation;
- (5) any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 6.15 for further details); and
- (6) commentary on Initial Draft Design-Build Agreement.
- (7) LEED Gold and Rick Hansen Foundation Accessibility Certification Strategies