



MINISTRY OF JUSTICE

MINISTRY OF CITIZENS'
SERVICES AND OPEN
GOVERNMENT

Request for Qualifications

Okanagan Correctional Centre Project

RFQ # 5234

December 12, 2012

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – Okanagan Correctional Centre Project Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Catherine Silman Email: catherine.silman@partnershipsbc.ca Please direct all enquiries, by email, to the above named Contact Person. <u>No telephone enquiries please.</u>
ENQUIRIES	Respondents are encouraged to submit enquiries at an early date to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any enquiry received after 15:00 Pacific Time on the day that is 15 Business Days before the Submission Time.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: 11:00 Pacific Time on February 5, 2013
SUBMISSION LOCATION	Responses are to be submitted to: 2320 – 1111 West Georgia Street Vancouver BC V6E 4M3 Attention: Catherine Silman

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this request for qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Project. Based on these Responses, the Ministry of Justice and the Ministry of Citizens’ Services and Open Government (collectively the “**Authority**”) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the request for proposals (“**RFP**”) stage.

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

Under the Competitive Selection Process, the Authority is seeking to enter into a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build, finance and maintain the Okanagan Correctional Centre (the “**Facility**”).

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

1.2 ADMINISTRATION OF THIS RFQ

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

1.3 ELIGIBILITY

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

1.4 PROJECT BRIEF

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



2 THE PROJECT

2.1 OKANAGAN CORRECTIONAL CENTRE

The Corrections Branch of the Ministry of Justice manages nine remand and sentenced facilities in the province of British Columbia. Correctional facilities are at capacity and there are insufficient cells available to adequately accommodate projected inmate populations. Government has approved the Project to provide much-needed capacity through development of a correctional centre in the Okanagan Valley.

The Project will add 378 high-security inmate cells to the provincial correctional capacity. Adult males will be accommodated within ten living units, each containing 36 cells. The Facility is anticipated to consist of two pods of four living units, and a third pod of two living units grouped with a segregation unit and a health care area. Adult females will be accommodated in a separate 18-cell living unit.

Additional necessary supporting facility components will consist of:

- Admissions and Discharge;
- Program Services;
- Food Services;
- Health Services;
- Reception and Visiting;
- Laundry;
- Security and Control;
- Staff Services;
- Sheriff Services; and
- Administration.

The Project site (the “**Site**”) is a 36-acre site located seven kilometres north of Oliver, British Columbia on Highway 97 in the southern end of the Senkulmen Business Park, which is owned by the Osoyoos Indian Band.

The capital cost of the Project is estimated to be in the range of \$200 million.



2.2 PROJECT TEAM

2.2.1 Ministry of Justice

The Ministry of Justice (“**MOJ**”) has a mission to lead law reform in British Columbia, see that public affairs are administered in accordance with the law, and ensure that British Columbia is a province where people are safe. MOJ's portfolio includes the Corrections Branch which administers the Adult Custody Division, the Community Corrections Division, the Strategic Operations Division and the Capital Division. Adult Custody operates correctional centres with various levels of security and control for individuals awaiting trial or serving a provincial custody sentence.

Additional information about MOJ is available at: www.pssg.gov.bc.ca/corrections.

2.2.2 Ministry of Citizens' Services and Open Government

The Ministry of Citizens' Services and Open Government includes Shared Services BC (“**SSBC**”). SSBC provides accommodation and real estate services to ministries and the broader public sector, and also manages the Province's real estate portfolio of leased and government-owned properties.

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

2.2.3 Partnerships BC

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

The Authority has engaged Partnerships BC to manage the competitive selection process for the Okanagan Correctional Centre Project.

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

2.3 ADVANCE WORK BY THE AUTHORITY

The following sections provide an overview of the work undertaken on the Project to-date and work planned to be undertaken prior to Financial Close.

2.3.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia. Further Authority and provincial approvals are expected to be required prior to issuance of the RFP and Financial Close.



2.3.2 Site

The Authority has acquired a leasehold interest in land located within the Senkulmen Business Park on Osoyoos Indian Reserve No. 1.

2.3.3 Programming

The Authority is in the process of completing its programming, indicative design and drafting of performance specifications (the “**Performance Specifications**”).

2.4 GENERAL SCOPE OF PROJECT CO'S RESPONSIBILITY

2.4.1 Project Agreement

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

- (a) Performance Specifications for the design, construction and maintenance of the Facility;
- (b) the scope of services to be provided by the successful Proponent; and
- (c) proposed commercial terms.

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

2.4.2 General Scope of Responsibility

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

(a) Design

Project Co will be responsible for all aspects of the design for the Facility including the integration of the various building components. The final design will comply with the Performance Specifications that will be included in the Project Agreement and all applicable laws. The Performance Specifications will directly incorporate certain elements of the Senkulmen Business Park's design guidelines (<http://senkulmenenterprise.ca/pdf/Senkulmen-Guidelines.pdf>). The Project, as a whole, will require LEED® Gold certification. The RFP will request Proposals that include representative schematic designs.

(b) Construction

Project Co will be completely responsible for:



- (1) obtaining all permits and approvals necessary for construction of the Facility, including any permitting works required from Public Works Canada and excluding zoning approvals already in place;
- (2) provision of utilities and other site services required to support the Facility; and
- (3) substantial completion of the Facility by summer 2016.

(c) Equipment

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

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement. The Project Agreement may also include the management of contracts for specified equipment.

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

(d) Finance

It is anticipated that the Authority will make progress payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 35 to 40 per cent of Project capital costs). Project Co will be required to provide all other required funding for design, construction, finance costs and maintenance, by way of equity and/or debt financing. It is anticipated that the successful Proponent's Proposal cost will not exceed an Affordability Ceiling to be set out in the RFP.

(e) Facility Services

During the term of the Project Agreement after occupation of the Facility by the Authority, Project Co will be required to provide facility management services, in close consultation with BC Corrections Branch staff. These services include:

- (1) general management services;
- (2) facility maintenance services;

- (3) environmental services;
 - (4) roads and grounds maintenance and landscaping services;
 - (5) help desk services;
 - (6) utility management services;
 - (7) waste management and recycling services; and
 - (8) pest control services.
- (f) Life Cycle Maintenance

Project Co will be responsible for the life cycle maintenance of the Facility. In addition, Project Co will be required to maintain the Facility to the agreed physical and performance standards during the term of the Project Agreement, and to return the Facility to the Authority in the specified condition at the end of the term.

- (g) Wood First

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

- (h) Communication and Consultation

The Authority and Project Co will work together on all aspects of public communication and consultation as set out in the Project Agreement.

2.5 COMMERCIAL TERMS

2.5.1 Key Commercial Terms

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

- (a) Term: the term of the Project Agreement will commence on signing, and a 30-year maintenance term will commence from the anticipated substantial completion of the Facility. It is anticipated that construction will commence in early 2014 with the Facility substantially complete and available for use in summer 2016;
- (b) Payment: it is anticipated that the Authority will make monthly progress payments during construction, followed by service payments to Project Co commencing on the month when the



Facility is available for use by the Authority in accordance with a move-in schedule to be established under the Project Agreement;

- (c) Payment Deductions: the Project Agreement will permit the Authority to make deductions from the service payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) End of Term: the Project Agreement will describe the hand-back requirements for the Facility at the end of the term and describe the provisions to enforce those requirements.



3 COMPETITIVE SELECTION PROCESS

This section describes the process that the Authority expects to use in the selection of a Preferred Proponent and the execution of the Project Agreement. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Financial Close.

3.1 RFQ STAGE

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

3.2 RFP STAGE

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement, and to award the Project Agreement. The Project will involve security sensitive work requirements that will restrict the individuals and corporations that may be involved. The RFP will specify the details of this process.

3.2.1 Collaborative Meetings

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

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

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

3.2.2 RFP Submission

The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission.

The technical submission will not require pricing, but is anticipated to be well-developed and to include the following:

- (a) a conceptual layout identifying key elements of the Proponent's technical submission; and
- (b) plans outlining the Proponent's approach to items such as quality assurance, construction management, operations, asset preservation, communications, and environmental management.

It is anticipated that the financial submission during the RFP stage will occur shortly after the technical submission. The financial submission is expected to include the following:

- (a) fully committed equity and debt financing, including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Project Agreement;
- (b) a commitment to enter into the Project Agreement by Project Co; and
- (c) committed pricing for the Project.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

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

If the Competitive Selection Process is successfully completed, partial compensation in the amount of \$250,000 will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the RFP and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a bona fide and responsive Proposal, the transfer of all intellectual property rights to the Authority, and the execution and delivery of a full release of any and all claims and a waiver of liability in favour of the Authority.

3.4 COMPETITIVE SELECTION TIMELINE

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



Activity	Timeline
RFQ issue date	December 12, 2012
Introductory Project Meeting	January 16, 2013
RFQ Submission Time	February 5, 2013
Announce Shortlisted Respondents	March 2013
Issue RFP and Draft Project Agreement to Proponents	March 2013
Collaborative Meetings	April – July 2013
Issue Final Draft Project Agreement	August 2013
Submission Time for Technical Submissions	September 2013
Submission Time for Financial Submissions	December 2013
Selection of Preferred Proponent	January 2014
Financial Close	March 2014
Construction commences	March 2014
Substantial Completion	August 2016

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

3.5 INTRODUCTORY PROJECT MEETING

The Authority intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. The date of this meeting will be January 16, 2013 in Osoyoos, British Columbia and will include a site tour. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.



4 SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY SUBMISSION REQUIREMENTS

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

4.2 RESPONSE FORM AND CONTENT

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

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

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

4.4 NO FAX OR EMAIL SUBMISSION

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

4.5 RECEIPT OF COMPLETE RFQ

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

4.6 RECEIPT CONFIRMATION FORM

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

4.7 ENQUIRIES

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



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

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

4.8 UNOFFICIAL INFORMATION

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

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

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

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

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

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



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

4.10 ADDENDA

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

4.11 DEFINITIVE RECORD

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

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

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

4.13 RESPONSE DECLARATION FORM

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

4.14 RELATIONSHIP DISCLOSURE FORM

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



5 EVALUATION

5.1 EVALUATION

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

5.2 EVALUATION CRITERIA

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

5.3 EVALUATION AND SELECTION PROCEDURES

To assist in the evaluation of the Responses, the Authority may, in its discretion, but is not required to:

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

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

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



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

5.4 INTERVIEWS/PRESENTATIONS

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

5.5 CHANGES TO PROPONENT TEAMS

The Authority intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP process. If for any reason after the Submission Time a Respondent wishes to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority will consider the objective of achieving a competitive procurement process that is not unfair to the other Respondents. For clarity:

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

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



6 RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

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

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

6.3 CONFIDENTIALITY OF AUTHORITY INFORMATION

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

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

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



6.4 COST OF PREPARING THE RESPONSE

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

6.5 NO REPRESENTATION OR WARRANTY

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

6.6 RESERVATION OF RIGHTS

The Authority reserves the right, in its discretion, to exercise any or all of the following rights:

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;
- (c) disqualify a Response that fails to meet the stated Mandatory Submission Requirements under Section 4.1 of this RFQ, or for any of the reasons set out in Section 2.2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) not accept any or all Responses;



- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 LIMITATION OF DAMAGES

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

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

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

6.8 OWNERSHIP OF RESPONSES

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



6.9 DISCLOSURE AND TRANSPARENCY

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

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

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

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

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

6.10 NO COMMUNICATION OR COLLUSION

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

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

6.11 NO LOBBYING

Respondents and their respective Respondent Teams, the members of their Respondent Teams (including Key Individuals), 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 RFQ, 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 RFQ) will attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or any Members of the Legislative Assembly), Partnerships BC, 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 Authority in its discretion may at any time, but will not be required to, reject any and all Responses 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 3.3.

6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

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

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

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

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

The Authority and the Conflict of Interest Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage, and any other matter that is identified in this RFQ as being subject to a decision of the COI Adjudicator.



6.12.1 Use or Inclusion of Restricted Parties

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

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

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

6.12.2 Current Restricted Parties

At this RFQ stage, and without limiting the definition of Restricted Parties, the Authority has identified the following persons as Restricted Parties.

- Borden Ladner Gervais LLP;
- Boughton Law Corporation;
- IBI Group and sub-consultants including:
 - Acumen Engineering;
 - Carter Goble Lee;
 - Daniel Lyzun & Associates;
 - Focus Corporation;
 - Golder Associates Ltd.;
 - MCW Consultants Ltd; and
 - Read Jones Christoffersen Consulting Engineers.
- PricewaterhouseCoopers LLP;
- Singleton Urquhart LLP;
- Spiegel, Skillen + Associates Ltd.; and



- The Authority and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

6.12.3 Shared Use

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

6.12.4 Conflict of Interest Adjudicator

The Authority has appointed Douglas Hopkins of Boughton Law Corporation as the COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

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

The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be re-considered.

There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.5 Request for Advance Decision

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

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

- (a) names and contact information of the Respondent 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 Authority may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Authority refers the request to the COI Adjudicator, the Authority may provide input regarding the issues raised to the COI Adjudicator.

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

6.12.6 The Authority May Request Advance Decision

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

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

6.12.7 Decisions Final and Binding

Subject to re-consideration referred to in Section 6.12.3, the decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and the Authority.

6.12.8 Exclusivity

Unless permitted by the Authority in its discretion or permitted as a Shared Use Person, each Respondent will ensure that no member of its Respondent Team, any firm or employer of any of its Key

Individuals, or any Affiliated Person of any member of its Respondent Team or any firm or employer of any of its Key Individuals participates as a member of any other Respondent Team.

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

A Respondent or a prospective Respondent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than ten (10) calendar days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or prospective Respondent Team Member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse effect or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (d) copies of any relevant documentation.

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

6.12.9 Exclusivity - The Authority May Request Advance Decisions

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



The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under Section 6.12.8.

6.12.10 Exclusivity - Decisions Final and Binding

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

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

6.13 FAIRNESS ADVISOR

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

The Fairness Advisor will be:

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

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



7 INTERPRETATION

7.1 DEFINITIONS

In this RFQ:

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

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

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

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

“Affordability Ceiling” means the maximum value of the net present cost (NPC) of a notional loan in the amount of the construction period progress payments and all annual service payments (inclusive of allowable escalations and all taxes except GST) discounted using a prescribed discount rate.

“Authority” means Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Citizens’ Services and Open Government and the Minister of Justice.

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

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

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 6.12.4.

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

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



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

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

“Design-Builder” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have the direct responsibility to design and build the Project, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

“Design-Builder’s Design Firm” means the firm engaged by the Design-Builder to design the Project.

“Design-Builder’s Design Lead” means the individual employed or engaged by the Design-Builder’s Design Firm who is responsible for leading the design of the Project.

“Design-Builder’s Technology Lead” means the individual employed or engaged by the Design-Builder who will coordinate the design, construction and integration of the electronic security communications systems, information management and information technology systems, and structured cabling for the Facility that fall within Project Co’s accountability.

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

“Equity Provider” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have an ownership or equity interest in the Project, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

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

“Facility” means the Okanagan Correctional Centre.

“Fairness Advisor” has the meaning set out in Section 6.13.

“Final Draft Project Agreement” has the meaning set out in Section 2.4.1.

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

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



“Key Individuals” of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual.

- Project Co’s Lead;
- Project Co’s Corrections Advisor;
- Design-Builder’s Project Lead;
- Design-Builder’s Design Lead;
- Design-Builder’s Construction Lead;
- Design-Builder’s Technology Lead; and
- Service Provider Lead.

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

“Minimum Requirements” has the meaning set out in Appendix A of this RFQ.

“MOJ” means the Ministry of Justice.

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

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

“Partnerships BC” means Partnerships British Columbia Inc.

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

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

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

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



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

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

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

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

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

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

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

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

“Respondent Team” means a Respondent and its Design-Builder, its Design-Builder’s Design Firm, its Service Provider, its Equity Provider(s) and its Key Individuals.

“Respondent Team Lead” means the entity responsible for creating and leading the Respondent Team throughout the Competitive Selection Process for the Project.

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

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

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

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



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

“**Service Provider**” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have direct responsibility to provide maintenance and/or life cycle services to the Project during the operating term of the Project Agreement, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

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

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

“**SSBC**” means Shared Services BC.

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

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

7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in the Authority’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Authority;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) a reference to a person includes an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or governmental authority;
- (f) the word “including” when used in this RFQ is not to be read as limiting; and



- (g) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.



APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format

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

Part 1. Response Guidelines

Responses should:

- (a) be clearly marked with the words “**Response to RFQ – Okanagan Correctional Centre Project**” and addressed to the Submission Location;
- (b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A will not be evaluated;
- (c) be limited to 125 double-sided sheets (250 pages) including the Key Individuals résumés but excluding the Form A-1 Nominated Project forms, Package 3 (Financial Capacity) and the appendices. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Authority.
- (d) Appendices should not include lenders’ letters of support or other items not requested in this Appendix A;
- (e) be on 8.5” x 11” paper size with a minimum font size of 11 point; and
- (f) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter; 2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent including the Respondent Team member firm names and individuals; and 3) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent.	One printed master - bound copy
Package 2	Response (see Part 3 of this Appendix A – Sections 1 through 4)	One printed master - bound copy
Package 3	Response (see Part 3 of this Appendix A – Section 5)	One printed master - bound copy

Electronic Copy:

One electronic copy in PDF format included on a USB Flash Drive.

The electronic copy should be organized as follows:

- 1) A consolidated file containing the entire Response;
- 2) An individual file for each of Packages 1, 2 and 3.
- 3) Individual files within Packages 2 and 3 for each major section described in Part 3 of this Appendix A.



Part 2. Evaluation

2.1 Evaluation Criteria

The Authority will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the Minimum Requirements set out in Table 1. Should any Respondent Team fail to adequately meet the Minimum Requirements, the Authority may discontinue the evaluation of that Respondent Team's Response in accordance with Section 6.6 of this RFQ.

Table 1: Minimum Requirements

Financial Capacity
<p>Sufficient financial capacity of each of the following Respondent Team members to undertake the Project:</p> <ul style="list-style-type: none"> a) Equity Provider(s) b) Design-Builder c) Service Provider <p>See Section 5 of Response Format (Part 3 of Appendix A).</p>

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

Table 2: Evaluation Criteria and Weighting

Section	Evaluation Criteria	Weighting
<p>Section 1 Introduction and Nominated Projects</p>	<p>With reference to the response content requirements in Part 3, Section 1, each Response will contain the following information:</p> <ul style="list-style-type: none"> 1.1 Proposed Respondent Team 1.2 Contact Information 1.3 Nominated Projects 	<p>Not Evaluated</p>
<p>Section 2 Respondent Team Lead</p>	<p>With reference to the response content requirements in Part 3, Section 2, strength and relevance of demonstrated experience and capability of the Respondent Team Lead to undertake the complete Project with respect to the following:</p> <ul style="list-style-type: none"> 2.1 Project Development and Management Experience 2.2 Project Financing Experience 2.3 Respondent Team Lead's Key Individuals 	<p>35 points</p>

Section	Evaluation Criteria	Weighting
Section 3 Design-Builder	With reference to the response content requirements in Part 3, Section 3, strength and relevance of demonstrated experience and capability of the Design-Builder to undertake the management of the Project's design and construction phase with respect to the following: 3.1 Project Management 3.2 Design Qualifications and Experience 3.3 Construction Qualifications and Experience 3.4 Design-Builder's Key Individuals	35 points
Section 4 Service Provider	With reference to the response content requirements in Part 3, Section 4, strength and relevance of demonstrated experience and capability of the Service Provider to undertake the facility management (including life cycle requirements) of the completed Facility with respect to the following: 4.1 Service Provider Qualifications and Experience 4.2 Service Provider's Key Individual	30 points
Total		100 points

2.2 Disqualification of Responses

Without limitation, the Authority may, in its discretion, disqualify a Response if:

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

Part 3. Response Format

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

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
	Package 2	
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	<p>a) Provide the legal name of the entity for each of the following members of the Respondent team:</p> <ul style="list-style-type: none"> i. Respondent Team Lead ii. Equity Provider(s) iii. Design-Builder iv. Service Provider <p>b) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following stages, indicating the changes contemplated between stages:</p> <ul style="list-style-type: none"> i. RFP stage: from shortlisting under the RFQ to selection as Preferred Proponent under the RFP; ii. Project Agreement stage: from selection of Preferred Proponent to Financial Close; iii. Design and Construction stage: from preliminary design through to commencement of operating payments; iv. Operations stage: from commencement of operating payments through to end of the Term; v. For all of the charts, include a reference to the reporting relationship with the Authority. <p>c) Provide a project organization chart, at the Key Individual level, showing reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the four stages listed above, with references in each to the reporting relationship with the Authority. <u>Note: Names are required only for Key Individuals at this time.</u></p> <p>d) Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).</p>

Section	Title	Response Content Requirements
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <ul style="list-style-type: none"> i. name i. employer ii. mailing/courier addresses iii. telephone number iv. email address v. website address
1.3	Nominated Projects	<ul style="list-style-type: none"> a) Submit a maximum of 12 Nominated Projects using Form A-1 of this Appendix A. <ul style="list-style-type: none"> i. Nominated Projects should be correctional facilities (or projects of similar complexity) and similar in size to the Project. ii. Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority. References should be limited to Nominated Projects completed within the last five years.

Section	Title	Response Content Requirements
2.	Respondent Team Lead	
2.1	Project Development and Management Experience	<p>a) Based on up to four of the Nominated Projects that are demonstrated to be relevant to this sub-section, describe the Respondent Team Lead's experience and capability with the following:</p> <ul style="list-style-type: none"> i. Developing and managing projects similar in scope and size to the Project; ii. Assembling and managing multi-disciplinary teams during all project phases; iii. Working with other Respondent Team members on projects; iv. Innovative techniques that deliver economic, quality and/or schedule benefits to the end user; v. Managing public private partnership (PPP) arrangements including: <ul style="list-style-type: none"> a. Managing project risks over the life of the Nominated Project; b. Managing contractors in the delivery of complex design-build contracts; c. Managing contractors in the delivery of facility management contracts; d. Working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise; e. Stakeholder relations, specifically in regard to government relations, First Nations relations, community relations, and media relations. vi. Meeting performance specifications, including the response to any default situation experienced.
2.2	Project Financing Experience	<p>Based on up to four of the Nominated Projects that reached financial close within the last five years and are demonstrated to be relevant to this sub-section, describe the experience and ability of the Respondent Team Lead and/or Equity Provider(s) to structure and raise competitively priced financing. This description should include the following:</p> <ul style="list-style-type: none"> a) Type of project (e.g., correctional facility, justice facility) and jurisdiction (preference for North American transactions); b) Project structure (e.g., design build finance maintain, design build finance, availability payment); c) Amount of financing (preference for transactions \$100 million in debt or greater); d) Term of financing; e) Type of financing (e.g., amortizing bond, bullet bond, corporate bond, mini perms, real return bond); f) Funding source (e.g., private placement, widely marketed public offering, bank loan); and g) Roles and responsibilities with respect to financing.

Section	Title	Response Content Requirements
2.3	<p>Respondent Team Lead's Key Individuals:</p> <ul style="list-style-type: none"> ▪ Project Co's Lead ▪ Project Co's Corrections Advisor 	<p>a) Provide a comprehensive résumé for each of Project Co's Lead and Project Co's Corrections Advisor as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ol style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience and capability in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years. <p>b) Project Co's Corrections Advisor should be employed or engaged by Project Co. Demonstrate, with up to four projects, how they have an understanding of, and have recent experience with:</p> <ol style="list-style-type: none"> i. The development of a correctional facility design, including the electronic security system; and ii. Incorporating correctional centre operating requirements into the design and construction process. <p>While experience working inside a correctional centre would be considered valuable, it is not a requirement. For example, an individual who has been involved in the design of multiple correctional facilities and has an in-depth understanding of correctional centre operating requirements would be considered suitable. Project Co's Corrections Advisor's experience does not have to be tied to the Nominated Projects.</p> <p>c) Describe the approximate percentage availability for each Key Individual at each Project phase (i.e., procurement, design and construction, and operations) in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p> <p>d) Based on up to four projects that are demonstrated to be relevant to the Project and this sub-section, in particular items listed in 2.1(a) as applicable, describe the Project Co's Lead's relevant experience and capability focusing on:</p> <ol style="list-style-type: none"> i. Role and responsibility for each project, highlighting experience in large, complex projects, particularly design-build or PPP projects; and ii. As applicable, managing the various project phases in consultation with a corrections client. <p>Project Co's Lead's experience does not have to be tied to the Nominated Projects.</p>

Section	Title	Response Content Requirements
3.	Design-Builder	
3.1	Project Management	a) Based on up to four of the Nominated Projects that are demonstrated to be relevant to this sub-section, describe the Design-Builder's project management experience and capability with the following: <ul style="list-style-type: none"> i. Managing and delivering large, complex projects through a design-build or PPP contract structure; ii. Effectively managing and coordinating the work of contractors and subcontractors; iii. Coordinating the work to achieve integration between designers and constructors; iv. Schedule management; v. Integrating facility management into the design and construction of the facility; and vi. Meeting performance specifications, including the response to any default situation experienced.
3.2	Design Qualifications and Experience	a) Based on up to four of the Nominated Projects that are demonstrated to be relevant to this sub-section, describe the Design-Builder's Design Firm's design experience and capability with the following: <ul style="list-style-type: none"> i. Designing large, complex projects through a design-build or PPP contract structure; ii. Managing the design process in consultation with a corrections client; iii. Innovative use of design techniques that deliver economic, quality and/or schedule benefits to the end user; iv. Designing network and electronic security systems for correctional facilities; v. Integrating design with construction; and vi. Incorporating a full life cycle view on design and construction, including sustainability and energy conservation.

Section	Title	Response Content Requirements
3.3	Construction Qualifications and Experience	<p>a) Based on up to four of the Nominated Projects that are demonstrated to be relevant to this sub-section, describe the Design-Builder's construction experience and capability with the following:</p> <ul style="list-style-type: none"> i. Constructing large, complex projects delivered through a design-build or PPP contract structure; ii. Delivering projects on time and on budget; iii. Innovative use of construction techniques that deliver economic, quality and/or schedule benefits to the end user; iv. Integrating design with construction, including working effectively with the design team and subcontractors; v. Constructing sustainable and energy efficient projects; and vi. Quality assurance and health and safety programs. <p>b) If any of the Nominated Projects referenced in section 3.3(a) involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties.</p>

Section	Title	Response Content Requirements
3.4	<p>Design-Builder's Key Individuals:</p> <ul style="list-style-type: none"> ▪ Design-Builder's Project Lead ▪ Design-Builder's Design Lead ▪ Design-Builder's Construction Lead ▪ Design-Builder's Technology Lead 	<p>a) Provide résumés for the Key Individuals identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ol style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience and capability in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years. <p>b) Briefly demonstrate, with up to four projects, how the Design-Builder's Technology Lead has an understanding of, and recent experience with:</p> <ol style="list-style-type: none"> i. Correctional facility security systems (e.g., access control, CCTV/digital video management and distribution, door control, intrusion detection); and ii. Areas such as: PLC/HMI control and GUI design, LAN/WLAN architecture and design, network security (e.g., Network threat assessment, intrusion prevention system/intrusion detection system), virtualization (server and desktop), mass storage architecture, communications systems (wired and RF), audio-visual systems design (AV presentation, video/teleconference, command and control) and data centre and cable plant design. <p>The Design-Builder's Technology Lead's experience does not have to be tied to the Nominated Projects.</p> <p>c) Describe the approximate percentage availability at each phase of the Project for the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p> <p>d) Based on up to four projects that are demonstrated to be relevant to this sub-section, in particular items listed in 3.1(a), 3.2(a) or 3.3(a) as applicable, for each Design-Builder's Key Individual (except the Design-Builder's Technology Lead) describe the relevant experience and capability focusing on their role and responsibility for each project. The Design-Builder's Key Individual experience does not have to be tied to the Nominated Projects.</p>

Section	Title	Response Content Requirements
4.	Service Provider	
4.1	Service Provider Qualifications and Experience	<p>a) Based on up to four Nominated Projects that are demonstrated to be relevant this sub-section, describe the Service Provider's experience and capability with the following:</p> <ul style="list-style-type: none"> i. Planning, developing and implementing facility management services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements over the long term; ii. Success at integrating facility management considerations with design and construction considerations over a long-term relationship; iii. Planning multi-year rehabilitation and service plans in consultation with the user/client, taking into account end of term considerations as they relate to overall asset condition and hand back requirements; iv. Tracking energy performance to minimize energy consumption; and v. Meeting performance specifications, including the response to any default situation experienced.
4.2	Service Provider's Key Individual: <ul style="list-style-type: none"> ▪ Service Provider Lead 	<p>a) Provide a résumé for the Service Provider Lead identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience and capability in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years. <p>b) Describe the approximate percentage availability at each stage of the Project for the Service Provider Lead in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p> <p>c) Based on up to four projects that are demonstrated to be relevant this sub-section, in particular items listed in 4.1(a) as applicable, describe the Service Provider Lead's relevant experience and capability focusing on their role and responsibility for each project. The Service Provider Lead's experience does not have to be tied to the Nominated Projects.</p>

Section	Title	Response Content Requirements
	Package 3	
5.	Financial Capacity	

Section	Title	Response Content Requirements
5.1	Financial Capacity	<p>To address the Minimum Requirements stated in Table 1 of Appendix A:</p> <p>a) Provide the following information for each of the Equity Providers, the Design-Builder and the Service Provider:</p> <ul style="list-style-type: none"> i. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided); ii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; iii. Details of any material off-balance sheet financing arrangements currently in place; iv. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; v. Details of any credit rating, including any downgrades of credit rating in last five years; vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and vii. For entities where financial statements are provided for a parent company, rather than the entity listed in section 5.1a), provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in section 5.1a). <p>b) With reference to the information provided in a), briefly describe in the context of the entity's proposed role and project obligations:</p> <ul style="list-style-type: none"> i. Each Equity Provider's capacity to fund the Project (e.g., discuss credit rating, net assets, liquid assets, letters of commitment); ii. The Design-Builder's capacity to undertake its project obligations (e.g., discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and iii. The Service Provider's capacity to undertake its project obligations (e.g., discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).

Form A-1 Nominated Project Details



(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 12)

Respondent Team member(s) involved in the Project _____

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state, highway/road/facility, site or project extent.</i>
Owner	<i>Organization name.</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. The reference should ideally be the project owner's Chief Project Officer or equivalent. An additional reference can also be provided where appropriate.</i> <i>By providing this information you are confirming that the reference is aware that their name has been given for this purpose and that they are willing and able to provide a reference to the Authority. Further, you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date.</i>
Relevance	<i>Describe the relevance of the Nominated Project.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Contract model	<i>Contract structure i.e., public private partnership, design-build.</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
Performance	<i>Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Okanagan Correctional Centre Project

To receive any further distributed information

about this **Request for Qualifications**,

please execute and email both pages of this

Receipt Confirmation Form as soon as possible to:

Partnerships BC

Email: catherine.silman@partnershipsbc.ca

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____



ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent's Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date



APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

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



- (d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
- (f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7 of this RFQ.

2. Confidentiality

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

3. Ownership of Confidential Information

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

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal as applicable and on the condition that all such Confidential Information be retained by each of



those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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



APPENDIX D RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: Partnerships BC, 2320 – 1111 West Georgia Street, Vancouver BC, V6E 4M3
Attention: Catherine Silman
Re: Request for Qualifications entitled Okanagan Correctional Centre Project

[Insert Respondent Name] Response

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

(a) Response

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



(b) Acknowledgements with Respect to this RFQ

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

(c) Evaluation of Responses

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

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

Name of Respondent Team Member - Firm	Address	Role on Team	Equity Provider (Y/N)



--	--	--	--

Name of Respondent Team Member – Individual	Address	Role on Team	Key Individual (Y/N)

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

RESPONDENT

RESPONDENT'S REPRESENTATIVE

 Name of Firm

 Address

 Address

 Name of Authorized Signatory

 Signature

 Name

 Email Address

 Telephone

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



APPENDIX E RELATIONSHIP DISCLOSURE FORM

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

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

- (a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.2.
- (c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
 - (1) the Authority;
 - (2) any listed Restricted Party;
 - (3) any current shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;
 - (4) any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
 - (5) any other person who, on behalf of the Authority or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project.



Name of Respondent Team member	Name of Party with Relationship (e.g., list Authority, Restricted Party, etc.)	Details of the Nature of the Relationship with the Listed Restricted Party/person (e.g., Respondent Team member was an advisor to the Restricted Party from _____ to _____)
<i>e.g. Firm Name Ltd.</i>	<i>Partnerships BC</i>	<i>Firm Name Ltd. is working with Partnerships BC on Project X.</i>
<i>e.g. John Smith</i>	<i>Authority Name</i>	<i>Employee from 19XX-20XX</i>

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature



APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

The Authority
c/o Partnerships British Columbia
300 – 707 Fort Street
Victoria, BC V8W 3G3
Attention: Catherine Silman, Contact Person

Dear Sirs/Mesdames:

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

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

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- 2. Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are



bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:

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

5. Amendments. The Proponent acknowledges and agrees that:

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

6. General.

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

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

(b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the



RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

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

Yours truly,

Name of Proponent

Name of Equity Provider

Authorized Signatory

Authorized Signatory

Name of Equity Provider

Authorized Signatory



SCHEDULE 1

Confidentiality Conditions

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

(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:

- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

(b) **Disclosing Party** means the Authority or any of its Representatives;



- (c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
 - (d) **Receiving Party** means the Recipient or any of its Representatives;
 - (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Respondent Team member, Equity Provider, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

- 5. Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.
- 6. Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.
- 7. Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.