



Request for Proposals
Coast Mountain College Student Housing
Project

RFP # 11225

FINAL as Issued February 27, 2020

SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: Coast Mountain College Student Housing Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Catherine Silman, Partnerships BC Email: catherine.silman@partnershipsbc.ca Please direct all Enquiries, in writing, to the above named Contact Person. No telephone or fax enquiries please.
PROPONENT REGISTRATION FORM AND CONFIDENTIALITY AGREEMENT	The Addenda, access to the Data Room, and any further information relating to this RFP will be directed only to parties who have completed, signed and delivered by email the Proponent Registration Form and Participation Agreement referenced as Appendix F.
ENQUIRIES	Proponents are encouraged to submit Enquiries at an early date, prior to 11:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.
SUBMISSION TIME	April 23, 2020 at 11:00 Pacific Time
SUBMISSION LOCATION	The Submission Location is: Partnerships BC 1220 – 800 West Pender Street Vancouver BC V6C 2V6
DELIVERY HOURS	Deliveries will be accepted at the Submission Location on weekdays (excluding statutory holidays) from 08:30 to 16:00 Pacific Time

TABLE OF CONTENTS

SUMMARY OF KEY INFORMATION.....	ii
1 INTRODUCTION.....	7
1.1 Purpose of this RFP.....	7
1.2 Eligibility to Participate in this RFP.....	7
2 THE PROJECT.....	8
2.1 Background.....	8
2.2 Project Objectives.....	9
2.3 Project Scope.....	10
2.4 Project Team.....	10
2.5 Advance Work by the Owner.....	10
3 RFP PROCUREMENT PROCESS.....	12
3.1 Estimated Timeline.....	12
3.2 Introductory Project Meeting and Proponent Site Visit.....	12
3.3 Collaborative Meetings.....	13
3.4 Business-to-Business Networking Session.....	14
3.5 Data Room.....	14
3.6 Comments on the Design-Build Agreement.....	15
3.7 Proponent’s Contact Representative.....	16
4 KEY PROJECT ELEMENTS.....	17
4.1 Design-Builder.....	17
4.2 Schedule.....	17
4.3 Municipal Approvals.....	17
4.4 Geotechnical, Environmental and hazardous materials.....	18
4.5 Site Considerations.....	19
4.6 Space Requirements and Indicative Design.....	19
4.7 LEED®/Energy.....	19
4.8 Wood First.....	19
4.9 Apprentices on Public Projects in British Columbia.....	19

5	AFFORDABILITY	21
5.1	Design-Build Price Ceiling	21
5.2	Scope Ladder.....	21
6	PROPOSAL REQUIREMENTS	23
6.1	Proponent Registration Form and Confidentiality Agreement	23
6.2	Proposal Form and Content.....	23
7	SUBMISSION INSTRUCTIONS	24
7.1	Submission Time and Submission Location	24
7.2	Number of Copies	24
7.3	No Fax or Email Submission	25
7.4	Language of Proposals.....	25
7.5	Receipt of Complete RFP	25
7.6	Enquiries	25
7.7	Electronic Communication	26
7.8	Addenda.....	26
7.9	Intellectual Property Rights.....	27
7.10	Definitive Record.....	27
7.11	Amendments to Proposals.....	28
7.12	Validity of Proposals	28
7.13	Material Change After Submission Time	28
7.14	Acceptable Equivalent.....	28
8	EVALUATION	31
8.1	Mandatory Requirements	31
8.2	Evaluation of Proposals	31
8.3	Changes to Proponent Teams.....	33
9	SELECTION OF PREFERRED PROPONENT AND AWARD.....	34
9.1	Selection and Award	34
9.2	Final Draft Design-Build Agreement	34
9.3	Preferred Proponent Security Deposit.....	35
9.4	Return of Security Deposit.....	36
9.5	Retention of Security Deposit	36
9.6	Partial Compensation for Participation in this RFP.....	37

9.7	Debriefs.....	38
10	CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE.....	39
10.1	Reservation of Rights to Disqualify.....	39
10.2	Relationship Disclosure	39
10.3	Use or Inclusion of Restricted Parties.....	39
10.4	Current Restricted Parties	40
10.5	Conflict of Interest Adjudicator.....	41
10.6	Request for Advance Decision	41
10.7	The Owner May Request Advance Decisions	42
10.8	Decisions Final and Binding	42
10.9	Shared Use	42
10.10	Exclusivity	43
11	RFP TERMS AND CONDITIONS	45
11.1	No Obligation to Proceed.....	45
11.2	No Contract.....	45
11.3	Freedom of Information and Protection of Privacy Act.....	45
11.4	Cost of Preparing the Proposal.....	45
11.5	Confidentiality of Information	45
11.6	General Reservation of Rights.....	46
11.7	No Collusion.....	47
11.8	No Lobbying.....	47
11.9	Ownership of Proposals.....	47
11.10	Disclosure and Transparency	48
11.11	Fairness Reviewer	48
11.12	Legal Advisor	49
11.13	Limitation of Damages	49
12	DEFINITIONS AND INTERPRETATION	51
12.1	Definitions	51
12.2	Interpretation.....	56
	APPENDIX A PROPOSAL GUIDELINES AND EVALUATION	58
	APPENDIX B PROPOSAL REQUIREMENTS.....	59

APPENDIX C PROPOSAL DECLARATION FORM.....	60
APPENDIX D RELATIONSHIP DISCLOSURE FORM.....	63
APPENDIX E PROPONENT COMMENTS FORM.....	66
APPENDIX F PROPONENT REGISTRATION FORM AND PARTICIPATION AGREEMENT	67
APPENDIX G PREFERRED PROPONENT SECURITY DEPOSIT.....	75
APPENDIX H CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE.....	77
APPENDIX I INITIAL DRAFT DESIGN-BUILD AGREEMENT.....	78
APPENDIX J BONDING UNDERTAKING	79
APPENDIX K INSURANCE UNDERTAKINGS - COMMERCIAL	80
APPENDIX L INSURANCE UNDERTAKINGS – PROFESSIONAL LIABILITY	81
APPENDIX M COLLABORATIVE MEETING STRUCTURE.....	82

1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The purpose of this request for proposals (“**RFP**”) is to invite interested Proponents to prepare and submit competitive Proposals for the design, production, delivery, installation, commissioning and associated work for a modular wood student housing solution for Coast Mountain College (the “**Project**”) under a design-build agreement (the “**Design-Build Agreement**”).

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Any interested party or parties, may submit a Proposal to this RFP. Proponents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

2 THE PROJECT

2.1 BACKGROUND

Established in 1975 in Terrace, B.C., Coast Mountain College (the “**Owner**”) has expanded to six regional campuses serving 34 communities and seven First Nations (Haida, Tsimshian, Haisla, Nisga’a, Gitksan, Wet’suwet’en and Tahltan) in northwestern B.C.

Coast Mountain College offers college access programs; small class sizes; health and human services programs; online programs; university credit programs; trades foundation and apprenticeship programs. It also offers innovative and flexible mobile training, reaching communities beyond its campuses.

Coast Mountain College aims to be the college of choice for experiential, place-based learning allowing students to learn both in the classroom and in the spectacular outdoor spaces that are unique to this part of Canada.

In order to accommodate students who need to live at the Terrace campus while attending Coast Mountain College, there are currently four student housing buildings in operation with a total capacity of 71 beds. The existing student housing buildings were constructed in the 1970s, and are now beyond their useful life.

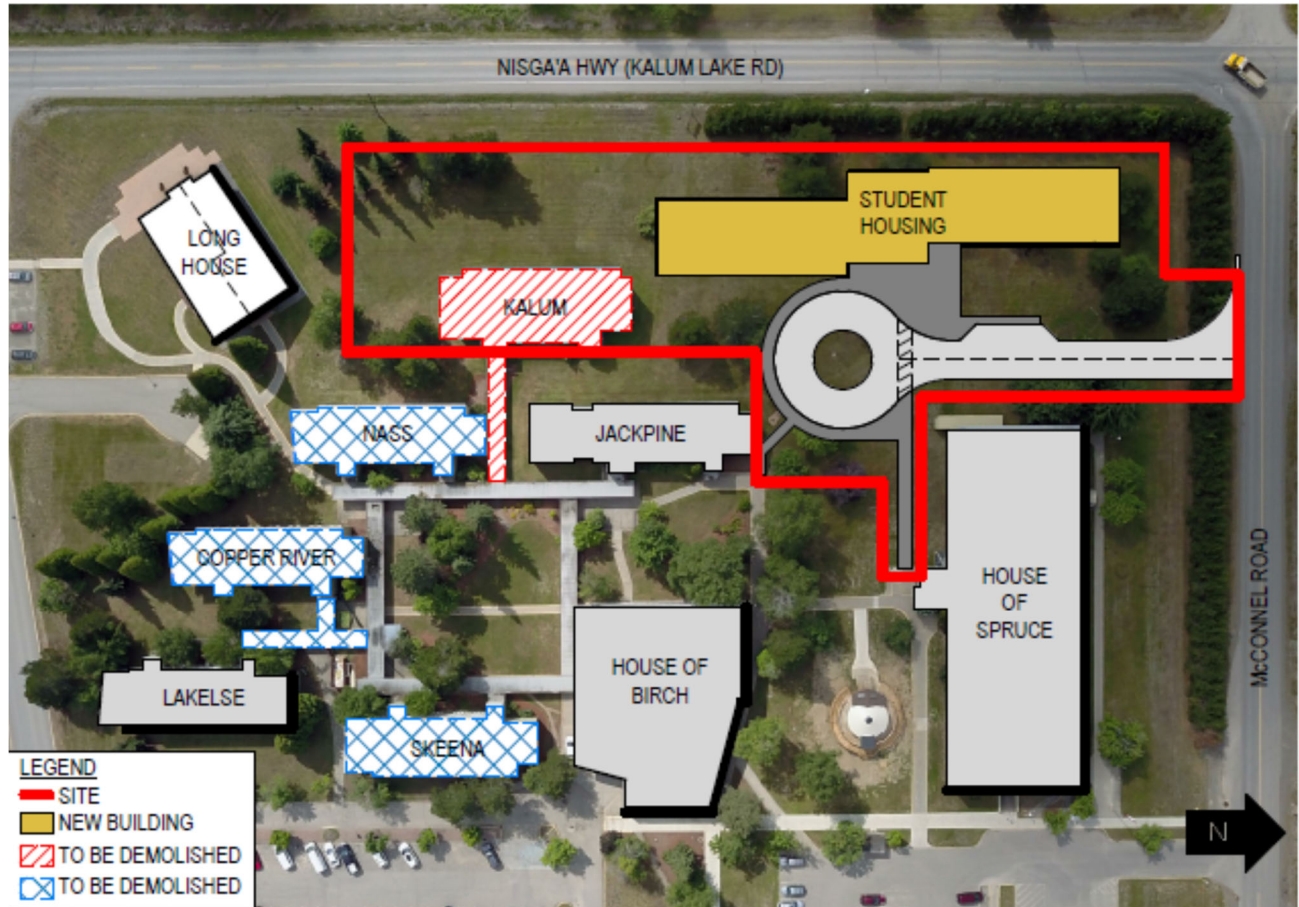
The Province has approved funding for the Owner to move forward with the design and construction of a new 108-bed modular student housing complex at the Terrace campus. The Project will:

- (a) be procured under a design-build delivery model;
- (b) be delivered using modular wood construction; and
- (c) meet Step 4 of the B.C. Energy Step Code.

Figure 1 below provides an aerial view of the Coast Mountain College campus. Demolition of the four student housing buildings currently in operation (Kalum, Nass, Copper River and Skeena) is within the scope of the Project. The timing of demolition (e.g., as part of site preparation, or post-construction) will be determined by the solution proposed by the Preferred Proponent. The new housing complex must be operational prior to the demolition of the existing student housing buildings.

Note that due to its location on the site, and dependent upon the solution proposed by the Preferred Proponent, Kalum could be demolished prior to construction.

Figure 1: Aerial View of Proposed Location for New Student Housing Building



2.2 PROJECT OBJECTIVES

The Owner has established the following objectives for the Project:

- Provide new student housing by fall 2021 that satisfies the needs of Coast Mountain College students, and as a result attracts and retains students;
- Improve access to education for the Indigenous students in the region;
- Provide safe, appropriately-sized facilities which integrate with circulation routes within an established campus; and



- Provide efficient space that optimizes operational efficiencies.

2.3 PROJECT SCOPE

The Design-Builder will be required to plan, design and implement the Project, including:

- (a) construction of a new student residence building;
- (b) provision of required vehicular and pedestrian connections to access the new building; and
- (c) demolition of four existing student residential buildings, including subsequent landscaping.

2.4 PROJECT TEAM

2.4.1 Coast Mountain College

Coast Mountain College is an accredited post-secondary institution that serves the rich and diverse communities and learners of B.C.'s beautiful northwest region.

Coast Mountain College provides students with innovative programs that lead to sustainable careers for people in northern B.C. Campuses are located in Hazelton, Queen Charlotte, Masset, Smithers, Prince Rupert and Terrace.

Additional information about the Owner is available at <https://www.coastmountaincollege.ca/>

2.4.2 Partnerships British Columbia Inc.

Partnerships BC supports the public sector by working with owners to deliver complex public infrastructure in an evolving world.

The Owner has engaged Partnerships BC to manage the procurement of the Project.

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

2.5 ADVANCE WORK BY THE OWNER

An overview of the work undertaken on the Project to date is set out below:

2.5.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia.

2.5.2 Site Preparation

As of March 2020, the following work is complete:



- Geotechnical site investigation;
- Topographical survey and underground service location investigation;
- Environmental Phase 1 Site Assessment; and
- Hazardous materials investigation.

2.5.3 Programming

The Owner has completed its programming, Indicative Design, and drafting of performance specifications. The Indicative Design (available in the Data Room) is not intended to restrict Proponents in their design of the Project. Indeed, the Owner wishes to permit and encourage innovative design solutions from Proponents that offer benefits to the Owner.

3 RFP PROCUREMENT PROCESS

3.1 ESTIMATED TIMELINE

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

Activity	Timeline
Issue RFP	February 27, 2020
Introductory Project Meeting	March 4, 2020
Proponent Site Visit	March 10, 2020
Collaborative Meetings	Week of March 16, 2020
Submission Time for Proposals	April 23, 2020
Contract Execution	May 2020
Substantial Completion	August 6, 2021

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

3.2 INTRODUCTORY PROJECT MEETING AND PROPONENT SITE VISIT

The Owner will hold an Introductory Project Meeting to introduce the Project to interested parties who have completed, signed and delivered the Proponent Registration Form and Participation Agreement referenced as Appendix F. The date of this meeting is March 4, 2020 in Vancouver, B.C.

During this session, the Owner's team will present information and answer questions regarding:

- (a) background of the Project;
- (b) the Functional Space Requirements and Indicative Design objectives;
- (c) RFP submission requirements, including energy and sustainability factors; and
- (d) the procurement process, including evaluation.

A list of those attendees who have registered for the Introductory Project Meeting, and the PowerPoint presentation from the meeting, will be subsequently made available only to interested parties who have submitted a Proponent Registration Form and Participation Agreement.

The Owner intends to hold a guided Site tour on March 10, 2020 to allow Proponents the opportunity to visit the Site. No presentation will be made during the Site tour; however, representatives of the Owner's team will be available to answer questions.

Minutes will not be prepared or circulated for the above meetings. No information from the meetings may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 7.6.

3.3 COLLABORATIVE MEETINGS

The Owner, in its discretion, and at the request of Proponents, is prepared to meet separately and confidentially with members of the Proponent teams during the week of March 16, 2020. Each of these one-on-one meetings (each a “**Collaborative Meeting**”) will be scheduled for approximately 3 hours. The purpose of the Collaborative Meetings during this RFP stage is to give each Proponent an opportunity to bring forward any items they wish to discuss, and to enable communication between the Owner and the Proponents regarding issues relating to this RFP, the Project, and the Initial Draft Design-Build Agreement.

Subsequent to the first Collaborative Meeting, a Proponent may request a second Collaborative Meeting by providing a request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed.

The Owner will make available certain of its personnel, consultants and advisors (the “**Owner Representatives**”) to participate in the Collaborative Meetings with Proponents. The following will apply to Collaborative Meetings:

- (a) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Owner during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Owner during the Collaborative Meetings to anything said or provided by Proponents, will not in any way bind the Owner and will not be deemed or considered to be an indication of a preference by the Owner even if adopted by the Proponent;
- (b) if for the purposes of the preparation of its Proposal a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Owner provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Initial Draft Design-Build Agreement, request an Addendum to this RFP clarifying and amending the provision in question;
- (c) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent team members present as the

Proponent considers reasonably necessary for effective communication with the Owner and to fulfil the objectives of the Collaborative Meeting provided that the Owner may, in its discretion, limit the number of participants at any one meeting. Participation in Collaborative Meetings is in person;

- (d) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the procurement process as described in this RFP and are in the interests of all parties; and
- (e) it is expected that Collaborative Meetings will be held in Vancouver, B.C.

An example of the structure of the Collaborative Meetings, as well as an agenda and suggested submission items, are included in Appendix M.

3.4 BUSINESS-TO-BUSINESS NETWORKING SESSION

Upon selection of the Preferred Proponent, and if both the Owner and the Preferred Proponent agree it is required, the Owner will work with the Preferred Proponent to facilitate a session with the Preferred Proponent and local contractors, suppliers and businesses (“**Business-to-Business Networking Session**”). The session would be to provide an opportunity for:

- (a) local contractors, suppliers, businesses and potential employees who might be interested in working with, or providing products and services to, the Preferred Proponent to meet the Proponent Team; and
- (b) the Preferred Proponent to enhance its knowledge, understanding and awareness of local goods, labour pool and services, and to build relationships with local contractors, suppliers and businesses.

3.5 DATA ROOM

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

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

3.6 COMMENTS ON THE DESIGN-BUILD AGREEMENT

The Initial Draft Design-Build Agreement will be made available to Proponents through the Data Room. Following the process described in this Section 3.6, the Owner will issue or designate the Final Draft Design-Build Agreement to Proponents through the Data Room. Proposals should be based on the Final Draft Design-Build Agreement.

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

- (a) each Proponent should provide the Owner with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement using the Proponent Comments Form attached as Appendix E;
- (b) the Owner may invite Proponents, as part of a Collaborative Meeting, to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement, including commercial, legal, design and production, delivery and installation matters; and
- (c) the Owner will consider all comments and requested clarifications or amendments received from the Proponents and may amend the Initial Draft Design-Build Agreement as the Owner may determine, in its discretion.

Prior to the Submission Time, the Owner intends to issue by Addendum one or more revised drafts of the Design-Build Agreement, including one that will be identified as the final draft design-build agreement (the **“Final Draft Design-Build Agreement”**). The Final Draft Design-Build Agreement will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes or additions to the Final Draft Design-Build Agreement except for modifications, changes or additions to the Statement of Requirements as provided for in Section 5.2 or modifications, changes or additions provided for in Section 9.2.

3.7 PROPONENT'S CONTACT REPRESENTATIVE

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

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

4 KEY PROJECT ELEMENTS

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

4.1 DESIGN-BUILDER

The Design-BUILDER will be responsible for all aspects of the Project in accordance with the Design-Build Agreement. This includes:

- (a) design and construction of the Facility, including connections to necessary utilities and off-site services as directed by the City of Terrace (the “City”);
- (b) all associated permitting;
- (c) final site development;
- (d) planning, coordinating and completing delivery and installation and commissioning of the Project, including connection to services and utilities; and
- (e) demolition of the four existing student residential buildings, including the abatement of any hazardous building materials.

4.2 SCHEDULE

The Design-BUILDER will be responsible for achieving Substantial Completion of the Building on or before the Design-BUILDER’s proposed target dates. Substantial Completion of the Building must be no later than August 6, 2021.

4.3 MUNICIPAL APPROVALS

In accordance with the Design-Build Agreement, the Design-BUILDER will be responsible for obtaining all permits and approvals required for the design and construction of the Project, and to ensure that its design for the Project complies with the applicable City requirements.

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



- (a) off-site servicing and services relocation;
- (b) City Engineering Department requirements; and
- (c) City permitting requirements.

Pursuant to the Design-Build Agreement, the Design-Builder will have the responsibility to obtain a building permit from the City as required for the Design-Builder's design of the Project, and to obtain the City's approval for utility connections and other matters. The Design-Builder may, at its risk, seek zoning variances or permit modifications for the benefit of its design and Proposal.

4.3.1 Communications with the City

Proponents may request meetings with the City through the Contact Person prior to the Submission Time to allow Proponents to obtain information they may require for the preparation of Proposals. All Proponent meetings with the City may include an Owner representative, at the Owner's discretion, and will be coordinated through the Contact Person.

The City will not respond directly to questions from Proponents regarding the Project. All such requests for information from the City are to be submitted to the Contact Person through the Enquiry process outlined in Section 7.6.

4.4 GEOTECHNICAL, ENVIRONMENTAL AND HAZARDOUS MATERIALS

The following investigations and reports have been completed to date, and this information is available to Proponents in the Data Room:

- (a) the Owner has undertaken a topographical survey and underground service location investigation;
- (b) the Owner will make available the geotechnical investigations in its possession which it considers appropriate without warranty regarding any recommendations for bearing pressures, settlements and the like, which may be contained in those reports;
- (c) an environmental investigation; and
- (d) a hazardous materials investigation.

The investigations and reports outlined in Section 4.4 of this RFP are limited to a factual record of materials and groundwater encountered at certain locations and elevations. If the Design-Builder chooses to rely in any way on the investigations and reports outlined in Section 4.4, the Design-Builder will be deemed to have assumed and accepted all risks that the information as disclosed in the investigation and reports may not accurately or completely describe actual Site conditions, including geotechnical,

environmental, or soil conditions (including risk of boulders, rock and low strength soil) and ground water conditions (including risk of underground streams or water table conditions).

4.5 SITE CONSIDERATIONS

The Owner will facilitate a Site tour with Proponents (see Section 3.2) for the purpose of answering questions related to Site conditions. In submitting a Proposal, Proponents confirm they understand the existing conditions, critical dimensions and limitations of the Site.

4.6 SPACE REQUIREMENTS AND INDICATIVE DESIGN

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

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

Drawings describing the Indicative Design for the Project are available in the Data Room.

4.7 LEED®/ENERGY REQUIREMENTS

The Design-Builder will design and construct the Project to meet Step 4 of the B.C. Energy Step Code, including provision of on-site testing for air tightness. In addition, the Design-Builder will be required to incorporate into the Work sufficient credits and points under the LEED® Rating System to achieve LEED® Gold Certification, without the formal Certification.

4.8 WOOD FIRST

The Design-Builder will comply with the requirements of the *Wood First Act* (British Columbia).

4.9 APPRENTICES ON PUBLIC PROJECTS IN BRITISH COLUMBIA

The Design-Builder will be required to comply with the Province's "Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines" (the "**Apprentices Guidelines**") in providing apprenticeships and skills training opportunities. The Apprentices Guidelines address use of registered apprentices and reporting on registered apprentices and trainees.

The Apprentices Guidelines are available at https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy_and_procedure_guidelines.pdf

5 AFFORDABILITY

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

5.1 DESIGN-BUILD PRICE CEILING

The Owner has identified a mandatory Design-Build Price Ceiling of \$17.0 million, in as-spent dollars, for the design, production, delivery, installation, commissioning and associated work for the Project. Project approvals by the Owner have been based on this Design-Build Price Ceiling.

Each Proponent should provide a completed Form A3 – Breakdown of Contract Price and Monthly Progress Payments with the Proponent’s Proposal. The cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

The Breakdown of Contract Price form is available in the Data Room as “Form A3 – Breakdown of Contract Price and Monthly Progress Payments.xls”.

5.2 SCOPE LADDER

If not all of the elements of the Statement of Requirements are achievable within the Design-Build Price Ceiling, a Proponent may propose to reduce the scope of the Project by one or more of the scope items set out in an approved list (the “**Scope Ladder**”). Proponents proposing reductions to the scope of the Project should limit their proposed reductions to items identified by the Owner in the Scope Ladder, and reductions should only be made in the order in which they are described below, items (i) through (iv).

The Scope Ladder is as follows:

Item	Summary Description	Changes to Performance Specifications
(i)	Air Conditioning: Remove air conditioning for living units.	Modify the Statement of Requirements Section 9.3.3 Air Conditioning to replace “all areas of the Building” with “public and tenant communal spaces” for items 9.3.3.1 (a) and (c).
(ii)	Demolition of Nass Building: Remove demolition of Nass Building.	Modify the Statement of Requirements Section 4.3.3.3 to remove demolition of Nass Building from scope.

Item	Summary Description	Changes to Performance Specifications
(iii)	Demolition of Copper Building: Remove demolition of Copper Building	Modify the Statement of Requirements Section 4.3.3.3 to remove demolition of Copper Building from scope.
(iv)	Demolition of the Skeena Building: Remove demolition of Skeena Building.	Modify in the Statement of Requirements Section 4.3.3.3 to remove demolition of Skeena Building from scope.

6 PROPOSAL REQUIREMENTS

6.1 PROPONENT REGISTRATION FORM AND CONFIDENTIALITY AGREEMENT

As a condition of participating in this RFP, interested parties must complete, sign and deliver to the Contact Person the Proponent Registration Form and Confidentiality Agreement, substantially in the form attached as Appendix F, or otherwise acceptable to the Owner, in its discretion. Proponents will not be provided with access to the Data Room, receive Addenda, be invited to participate in the Introductory Project Meeting and Collaborative Meetings, or Site tour, or participate further in the Competitive Selection Process, unless and until they have completed, signed and delivered Appendix F as required by this Section.

6.2 PROPOSAL FORM AND CONTENT

Proposals should be in the form and include the content described in Appendix B.

7 SUBMISSION INSTRUCTIONS

7.1 SUBMISSION TIME AND SUBMISSION LOCATION

Proposals must be received at the Submission Location before the Submission Time. Proposals received after the Submission Time will not be considered and will be returned unopened.

7.2 NUMBER OF COPIES

As described in Appendix A – Proposal Guidelines and Evaluation:

- (a) a Proponent should submit three (3) bound copies of its Technical Submission, numbered 1 through 3 (one copy marked as “Master”), and one electronic copy (USB flash drive) in PDF, .DWG or Microsoft Excel 2010 format, as appropriate, with a label on each describing its contents, appropriately packaged and clearly marked “Request for Proposals for Coast Mountain College Student Housing Project”. A Proponent should submit drawings according to the requirements described in Appendix B.
- (b) a Proponent should submit in a separate, sealed package, three (3) bound copies of its Financial Submission, numbered 1 through 3 (one copy marked as “Master”), and one electronic copy (USB flash drive) in PDF or Microsoft Excel 2010 format, as appropriate, with a label clearly marked “Request for Proposals for Coast Mountain College Student Housing Project – Financial Submission”.

7.2.1 Electronic Copies

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

- (a) entire Technical Submission
- (b) Package 1: Transmittal Package for Technical Submission
- (c) Package 2: Technical Submission (Technical Review)
- (d) Package 3: Technical Submission (Scored Elements)
- (e) Package 4: Transmittal Package for Financial Submission
- (f) Package 5: Financial Submission (Financial Review)

7.3 NO FAX OR EMAIL SUBMISSION

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

7.4 LANGUAGE OF PROPOSALS

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

7.5 RECEIPT OF COMPLETE RFP

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

7.6 ENQUIRIES

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

Proponents are encouraged to submit Enquiries at an early date, prior to 11:00 Pacific Time on the day that is 10 Business Days before the Submission Time, to permit consideration by the Owner.

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

The following applies to any Enquiry:

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Owner;
- (c) the Owner is not required to provide a response to any Enquiry;
- (d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (e) if the Owner decides that an Enquiry marked “Commercial in Confidence”, or the Owner’s response to such an Enquiry, must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Owner may provide its response to all Proponents;

- (f) notwithstanding Sections 7.6 (d) and (e):
- (1) if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such Enquiry to all Proponents; and
 - (2) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

7.7 ELECTRONIC COMMUNICATION

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

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

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

7.8 ADDENDA

The Owner may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other

form of communication whether written or oral, including written responses to Enquiries as provided by Section 7.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. The Owner will provide a copy of all Addenda to all Proponents.

7.9 INTELLECTUAL PROPERTY RIGHTS

(a) Grant of Licence

Subject to Section 7.9 (b), by submitting a Proposal, each Proponent will, and will be deemed to have:

- (1) granted to the Owner a royalty-free license without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the “**Intellectual Property Rights**”) contained in the Proponent’s Proposal, or that are otherwise disclosed by the Proponent to the Owner; and
- (2) in favour of the Owner, waived or obtained, a waiver of all moral rights contained in the Proposal.

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

(b) Exceptions to License

The license granted under Section 7.9 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Owner that it owns or has, and will continue to own or have at the Submission Time, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Owner and, subject to the foregoing exceptions, has the right to grant a license of such Third Party Intellectual Property Rights in accordance with Section 7.9 (a).

7.10 DEFINITIVE RECORD

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

7.11 AMENDMENTS TO PROPOSALS

A Proponent may amend any aspect of its Proposal by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time.

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

7.12 VALIDITY OF PROPOSALS

By submitting a Proposal, each Proponent agrees that:

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

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

7.13 MATERIAL CHANGE AFTER SUBMISSION TIME

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

7.14 ACCEPTABLE EQUIVALENTS

The Statement of Requirements is intended to generally be performance-based, but includes in some instances specific requirements related to design and construction, such as room types and sizes,

adjacencies, access requirements, products, materials, equipment and building systems (including structural, foundation, mechanical (HVAC), information technology and electrical) that the Owner considers are important to meet the Owner's objectives. However, the Owner wishes to provide flexibility for Proponents to propose equivalent alternatives that when considered by the Owner, in its discretion, continue to meet the Owner's objectives (each an "**Acceptable Equivalent**").

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

The Owner may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent's compliance with any conditions identified by the Owner;
- (c) respond to indicate that the Owner does not consider the proposed equivalent to be acceptable;
- (d) request clarification, further information or additional material;
- (e) not respond to the Enquiry; or
- (f) provide any other response in accordance with Section 7.6.

The provisions of Section 7.6 relating to "Commercial in Confidence" Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Owner's determination if there is a matter which should be brought to the attention of all Proponents.

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

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

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

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

Following selection of the Preferred Proponent, the Design-Build Agreement will, in accordance with Section 9.2, be amended to include all acceptable equivalents used by that Preferred Proponent, or negotiated by the Owner and the Preferred Proponent, whether or not proposed by any other Proponent.

8 EVALUATION

8.1 MANDATORY REQUIREMENTS

The Owner will review Proposals on a preliminary basis to determine whether they comply with the Mandatory Requirements. Proposals which do not comply with the Mandatory Requirements will be rejected and not considered further in the evaluation process.

The Owner has determined that the following is the only Mandatory Requirement:

- (a) the Proposal must be received at the Submission Location no later than the Submission Time.

The other requirements of this RFP, even if stated in mandatory terms, are not included in the Mandatory Requirements.

8.2 EVALUATION OF PROPOSALS

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

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;

- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals and disqualify the Proponent from this RFP; and
- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal.

Without limiting the foregoing or Appendix A, the Owner may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Design-Build Agreement, other than as provided for in Section 9.2) not acceptable to, or material to, the Owner, (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

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

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

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

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

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

8.3 CHANGES TO PROPONENT TEAMS

If for any reason after the Submission Time a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent will submit a written application to the Owner for approval, including supporting information that may assist the Owner in evaluating the change. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Owner will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Proponents. For clarity:

- (a) the Owner may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team.

The Owner's approval may include such terms and conditions as the Owner may consider appropriate. This Section 8.3 will apply until Contract Execution.

9 SELECTION OF PREFERRED PROPONENT AND AWARD

9.1 SELECTION AND AWARD

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

The Owner also reserves the right to negotiate changes to the Proposal and the Final Draft Design-Build Agreement.

The Owner may also consider any alternate proposal submitted by the Preferred Proponent, and may negotiate and award the Design-Build Agreement on the basis of the alternate, or to incorporate some or all of the alternate into the Proposal.

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

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

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

9.2 FINAL DRAFT DESIGN-BUILD AGREEMENT

It is the intention of the Owner that:

- (a) any issues with respect to the Initial Draft Design-Build Agreement will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Design-Build Agreement; and
- (b) once issued, the Final Draft Design-Build Agreement will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:

- (1) relating to the determination by the Owner, in its discretion, of which:
 - i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Design-Build Agreement or otherwise pursuant to express provisions of the Design-Build Agreement;
- (2) to those provisions or parts of the Final Draft Design-Build Agreement that are indicated as being subject to completion or finalization, or which the Owner determines, in its discretion, require completion or finalization, including provisions that require:
 - i. modification or the insertion or addition of information relating to the Design-Builder's formation (e.g., corporate, partnership or trust structure) and funding structure; and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors (including each of the project contractors);
- (3) required by the Owner to complete, based on the Proposal, any provision of the Final Draft Design-Build Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design-Build Agreement;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 7.14.

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

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

9.3 PREFERRED PROPONENT SECURITY DEPOSIT

Subject to the terms of this RFP:

- (a) the Owner will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Owner, such date not to be earlier than 5 Business Days after notification of the appointment of the Preferred Proponent; and

- (b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Owner on or before the date and time specified by the Owner.

9.4 RETURN OF SECURITY DEPOSIT

Subject to Section 9.5, the Owner will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 Business Days after receipt by the Owner of notice of demand from the Preferred Proponent, if:
- (1) the Owner exercises its right under Section 11.1 to terminate this RFP prior to entering into the Design-Build Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - (2) the Owner fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Owner in accordance with Section 9.2, provided that such failure is not the result of:
 - i. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Design-Build Agreement; or
 - ii. any extensions to the Proposal Validity Period arising from any agreement by the Owner to negotiate changes to the Final Draft Design-Build Agreement pursuant to Section 9.2; or
- (b) within 10 Business Days after Contract Execution with such Preferred Proponent.

9.5 RETENTION OF SECURITY DEPOSIT

Notwithstanding any receipt by the Owner of the notice described in Section 9.4, the Owner may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Owner's own use as liquidated damages, if:

- (a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- (b) after receipt of written notice from the Owner:

- (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Owner in accordance with Section 9.2; or
- (2) Contract Execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Owner,

unless:

- (3) any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- (4) the Preferred Proponent demonstrates to the Owner's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Design-Build Agreement for a continuous period of 180 days as if the Design-Build Agreement was in force and effect.

9.6 PARTIAL COMPENSATION FOR PARTICIPATION IN THIS RFP

Upon execution of the Design-Build Agreement, the Owner will pay \$30,000 (inclusive of any taxes payable) to each unsuccessful Proponent that:

- (a) complied with the Mandatory Requirements;
- (b) has submitted a Proposal that substantially meets the requirements stated in Appendix A, Part 2. Evaluation, 1. Minimum Requirements and 2. Technical Submissions;
- (c) has not withdrawn from the Competitive Selection Process or been disqualified by the Owner in accordance with the terms of this RFP; and
- (d) provides to the Owner written acknowledgment of:
 - (1) the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 11.13; and
 - (2) the grant of Intellectual Property Rights to the Owner and waiver of moral rights pursuant to Section 7.9.

If the Owner exercises its right under Section 11.1 to terminate the RFP process prior to entering into the Design-Build Agreement with a Proponent, the Owner will pay to each Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above, the lesser of:

- (a) \$30,000 (inclusive of any taxes payable); and

(b) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Owner exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 9.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 9.6, the Owner will consider the potential value of obtaining the licence to the Owner of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 7.9. Accordingly, the Owner may, in its discretion, offer to pay up to \$30,000 (inclusive of any taxes payable) to a Proponent that is not otherwise entitled to payment under this Section 9.6 on conditions established by the Owner, in its discretion. The conditions may include the Owner reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Owner granting licence rights to the Owner. Such offer and resulting arrangements will not be governed by this RFP.

9.7 DEBRIEFS

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

10 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

10.1 RESERVATION OF RIGHTS TO DISQUALIFY

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

10.2 RELATIONSHIP DISCLOSURE

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

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

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

10.3 USE OR INCLUSION OF RESTRICTED PARTIES

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

- (a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Selection Process; or

- (b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

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

10.4 CURRENT RESTRICTED PARTIES

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

- (a) Boughton Law Corporation (COI Adjudicator);
- (b) John Singleton, Q.C. (Fairness Reviewer);
- (c) Aird & Berlis LLP (Legal Advisor);
- (d) Singleton Urquhart Reynolds Vogel LLP;
- (e) Spiegel Skillen + Associates Ltd;
- (f) HDR Architecture Associates, Inc. and their sub-consultants, including:
 - (1) Bogdonov Pao Associates;
 - (2) Smith + Andersen;
 - (3) Herold Engineering;
 - (4) Connect Landscape Architecture; and
 - (5) Footprint (a member of the Smith + Andersen Group of Companies);
- (g) Triton Environmental Consultants;
- (h) ComTek Security Solutions Ltd.;
- (i) Stantec;
- (j) Scion Consulting;
- (k) Colliers International Canada;
- (l) James Bush and Associates Ltd.;

- (m) Peak Possibilities;
- (n) Arris Design Ltd.;
- (o) the Owner; and
- (p) 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.

10.5 CONFLICT OF INTEREST ADJUDICATOR

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

10.6 REQUEST FOR ADVANCE DECISION

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time, by email, the following information:

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

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

If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

10.7 THE OWNER MAY REQUEST ADVANCE DECISIONS

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 10.6.

10.8 DECISIONS FINAL AND BINDING

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

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

10.9 SHARED USE

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

No Shared Use Persons have been identified for this Project.

10.10 EXCLUSIVITY

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

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

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

- (a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:
 - (1) names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
 - (2) a description of the relationship that raises the possibility of non-exclusivity;
 - (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
 - (4) copies of any relevant documentation.

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

10.10.1 Exclusivity – the Owner May Request Advance Decisions

The Owner may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Owner identifies a matter related to exclusivity. The Owner will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its

possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 10.10.

10.10.2 Exclusivity – Decisions Final and Binding

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

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

11 RFP TERMS AND CONDITIONS

11.1 NO OBLIGATION TO PROCEED

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

11.2 NO CONTRACT

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

11.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

11.4 COST OF PREPARING THE PROPOSAL

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

11.5 CONFIDENTIALITY OF INFORMATION

Subject to the confidentiality conditions in Appendix F, all information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not

be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Owner. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Owner has engaged Partnerships BC. Partnerships BC has been, and continues to be, involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 7.6, the Owner may, in its discretion, disclose information that is available from the Project to Partnerships BC and other projects, and may obtain information from other projects.

11.6 GENERAL RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Owner’s evaluation of the Proposals in accordance with Appendix A, and in particular the Owner is not obliged to select the Proposal with the lowest price;
- (c) reject a Proposal that fails to meet the Mandatory Requirements;
- (d) waive a defect or irregularity in a Proposal and accept that Proposal;
- (e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this RFP;
- (h) negotiate any aspects of a Preferred Proponent’s Proposal; and
- (i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

11.7 NO COLLUSION

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

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

11.8 NO LOBBYING

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

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

11.9 OWNERSHIP OF PROPOSALS

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

11.10 DISCLOSURE AND TRANSPARENCY

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

Following Contract Execution, the Owner expects to publicly disclose:

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

Each Proponent agrees that:

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

11.11 FAIRNESS REVIEWER

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

The Fairness Reviewer will be:

- (a) provided with full access to all documents, meetings and information related to the evaluation processes under this RFP that the Fairness Reviewer, in its discretion, decides is required; and

- (b) kept fully informed by the Owner of all documents and activities associated with this RFP.

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

11.12 LEGAL ADVISOR

Aird & Berlis LLP is a Restricted Party. By submitting a Proposal, the Proponent expressly consents to Aird & Berlis LLP continuing to represent the Owner for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent, despite any information of the Proponent and any solicitor-client relationship that the Proponent may have had, or may have, with Aird & Berlis LLP in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent's rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

11.13 LIMITATION OF DAMAGES

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

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

- (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP.

12 DEFINITIONS AND INTERPRETATION

12.1 DEFINITIONS

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

In this RFP:

“Acceptable Equivalent” has the meaning set out in Section 7.14.

“Addenda” or **“Addendum”** means an addendum to this RFP issued by the Contact Person as described in Section 7.8.

“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);
- (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.

“Apprentices Guidelines” has the meaning set out in Section 4.9.

“Bonding Undertaking” means a form substantially as set out in Appendix J, or as otherwise acceptable to the Owner, and which may alternatively be in the form of the surety’s standard form Consent of Surety or Agreement to Bond in respect of a commitment to provide the performance bond required to be provided to the Owner.

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

“Business-to-Business Networking Session” has the meaning set out in Section 3.4.

“City” means the City of Terrace.

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

“Collaborative Meetings” means the meetings described in Section 3.3.

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** means the person described in Section 10.5.

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

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

“Data Room” has the meaning set out in Section 3.5.

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

“Design-Build Construction Lead” means the individual responsible for leading the construction of the Project, as identified in the Proponent’s Proposal.

“Design-Build Modular Manufacturing Lead” means the individual responsible for overseeing the manufacturing of the modular component of the Work, as identified in the Proponent’s Proposal.

“Design-Build Price Ceiling” has the meaning set out in Section 5.1.

“Design-Build Project Manager” means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as identified in the Proponent’s Proposal.

“Design-Builder” means the entity that enters into the Design-Build Agreement with the Owner and who has direct responsibility to design and build the Project, as identified in the Proponent’s Proposal.

“Enquiry” has the meaning set out in Section 7.6.

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

“Fairness Reviewer” has the meaning set out in Section 11.11.

“Financial Submission” means the documentation and information as described in the Financial Submission section of Appendix B.

“Final Draft Design-Build Agreement” has the meaning set out in Section 9.2.

“Freedom of Information and Protection of Privacy Act” or **“FOIPPA”** has the meaning set out in Section 11.3.

“GST” means Goods and Services Tax.

“Indicative Design” has the meaning set out in Schedule 1 [Statement of Requirements].

“Initial Draft Design-Build Agreement” means the draft Design-Build Agreement issued with this RFP.

“Intellectual Property Rights” has the meaning set out in Section 7.9.

“Introductory Project Meeting” has the meaning set out in Section 3.2.

“Key Individual(s)” of a Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent), as identified in the Proponent’s Proposal:

- Design-Build Project Manager;
- Design-Build Construction Lead;
- Design-Build Modular Manufacturing Lead; and
- Lead Architect.

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.

“Lead Architect” means the individual responsible for the design of the Project as a member of the Architectural Institute of British Columbia, as identified in the Proponent’s Proposal.

“Mandatory Requirements” means the proposal requirements described in Section 8.1.

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

“Owner” means Coast Mountain College.

“Owner’s Representatives” has the meaning set out in Section 3.3.

“Partnerships BC” means Partnerships British Columbia Inc.

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

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

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

“Proponent” means:

- (a) before the Submission Time any party described in Section 1.2 that has signed and submitted a Proponent Registration Form and Participation Agreement (Appendix F); and
- (b) after the Submission Time any party described in Section 1.2 that has submitted a Proposal.

“Proponent Team” means a Design-Builder, its Design-Build design firms and its Key Individuals, as identified in the Proponent’s Proposal.

“Proponent’s Contact Representative” means the person identified in Appendix F, as may be changed from time to time by the Proponent by written notice to the Owner, who is fully authorized to represent the Proponent in any and all matters related to its Proposal.

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

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

“Proposal Validity Period” has the meaning set out in Section 7.12.

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

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

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

“Scope Ladder” has the meaning set out in Section 5.2.

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

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

“Shared Use Person” has the meaning set out in Section 10.9.

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

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

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

“Summary of Key Information” refers to the Section titled as such.

“Technical Submission” means the documentation and information as described in the Technical Submission section of Appendix B.

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

12.2 INTERPRETATION

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;

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

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

APPENDIX A PROPOSAL GUIDELINES AND EVALUATION

Provided as a separate document.

APPENDIX B PROPOSAL REQUIREMENTS

Provided as a separate document.

APPENDIX C PROPOSAL DECLARATION FORM

By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 12.1 of this RFP.

[RFP Proponent's Letterhead]

To: Coast Mountain College
c/o Partnerships BC
1220 – 800 West Pender Street
Vancouver BC V6C 2V6

Attention: Catherine Silman

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

1. Proposal

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

Team member agrees that they consent to the conduct of all or any of those investigations by the Owner.

2. Acknowledgements with Respect to the RFP

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

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

Name	Address	Key Individual



**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

If the Proponent is a joint venture or special purpose entity – by each of its joint venture members, as applicable, as identified in the response to the RFP as the Proponent or the Proponent team lead(s), or as otherwise acceptable to the Owner.

APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

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

Name of Proponent Team Member	Name of Party with Relationship (e.g., list Owner, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., Proponent Team member was an advisor to the Restricted Party from 2005-2006)
<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>Owner Name</i>	<i>Employee from 19XX – 20XX</i>

(Each Proponent 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 PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:



If the Proponent is a joint venture or special purpose entity – by each of its joint venture members, as applicable, as identified in the response to the RFP as the Proponent or the Proponent team lead(s), or as otherwise acceptable to the Owner.

APPENDIX E PROPONENT COMMENTS FORM

(Collaborative Meetings – s.3.3)

Coast Mountain College Student Housing Project

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



APPENDIX F PROPONENT REGISTRATION FORM AND PARTICIPATION AGREEMENT

(To be submitted by the Proponent's Contact Representative)

To participate further in this RFP, including accessing the Data Room, receiving Addenda, being invited to participate in the Introductory Project Meeting and Collaborative Meetings, or Site tour, please return this completed form, together with the attached Confidentiality Agreement (Schedule 1), as soon as possible, to:

Contact Person: Catherine Silman

Email: catherine.silman@partnershipsbc.ca

PROponent CONTACT INFORMATION

NAME OF PROPONENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL CODE:** _____

PROVINCE: _____

MAILING ADDRESS, IF DIFFERENT: _____

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

NAME OF PROPONENT'S CONTACT REPRESENTATIVE: _____

E-MAIL ADDRESS OF PROPONENT'S CONTACT REPRESENTATIVE: _____

-
- Yes, we are interested in attending the Introductory Project Meeting on March 4, 2020 in Vancouver, B.C.
- Yes, we are tentatively interested in attending the site tour on March 10, 2020 in Terrace, B.C.
-

In consideration of the Owner's agreement to allow the undersigned (the "Proponent") to participate in the Request for Proposals issued by Coast Mountain College (the "Owner") on February 27, 2020, as

amended or otherwise clarified from time to time, including by all Addenda (the “RFP”), the Proponent hereby agrees as follows:

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Proponent Registration Form and Participation Agreement (the “**Agreement**”) have the meanings given to them in the RFP.
- (b) **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the members of the Proponent’s team and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Agreement, all of which conditions are expressly included as part of this Agreement.
- (d) **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the members of the Proponent’s team 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 Agreement by reference. Without limiting the foregoing, the Proponent agrees:
 - (1) that the terms of this Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Owner;
 - (2) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 11.13 (Limitation of Damages) of the RFP. In no event will the liability of the Owner exceed the amount calculated pursuant to Section 9.6 (Partial Compensation for Participation in this RFP) of the RFP;
 - (3) that the Owner’s and the Proponent’s obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in this RFP) of the RFP; and
 - (4) that the Owner’s and the Proponent’s obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4 and 9.5 of the RFP.

(e) **Amendments.** The Proponent acknowledges and agrees that:

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

(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - a. it has the requisite power, authority and capacity to execute and deliver this Agreement;
 - b. this Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representative; and
 - c. this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Agreement, if the Owner, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section c) of this Agreement.
- (3) *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.
- (4) *Enurement.* This Agreement enures to the benefit of the Owner and binds the Proponent and its successors.
- (5) *Applicable Law.* This Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Agreement.

(7) *Gender and Number.* In this Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.

(8) *Including.* The word “including” when used in this Agreement is not to be read as limiting.

1. Understanding of Proposal Call Process

The Proponent acknowledges and agrees:

- (a) This is not a tender process. An RFP has been issued seeking Proposals from Proponents. The Preferred Proponent will be selected based on a number of mandatory and non-mandatory criteria detailed in the RFP.

2. Proponent’s Contact Representative

The Proponent’s Contact Representative identified below is a duly authorized representative of the Proponent and has the power and authority to sign this Proponent Registration Form and Participation Agreement on behalf of the Proponent and is fully authorized to represent the Proponent in any and all matters related to its Proposal.

Name of Proponent

Name of Proponent’s Contact Representative

Address of Proponent

Email Address of Proponent’s Contact Representative

Signature of Proponent’s Contact Representative

Date

SCHEDULE 1 – Confidentiality Agreement

1. Interpretation

In this Agreement:

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

- (b) "Permitted Purposes" means preparing a Proposal, and any other use permitted by this Agreement.
- (c) "Recipient" means a Proponent or any other interested party who completes a Proponent Registration Form.
- (d) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Key Individual, or any other person contributing to, or involved with, the preparation of Proposals, or otherwise retained by the Recipient, the Owner or Partnerships BC in connection with the Coast Mountain College Student Housing Project.
- (e) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 11 of the RFP.

2. Confidentiality

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

3. Ownership of Confidential Information

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

4. Limited Disclosure

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

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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

APPENDIX G PREFERRED PROPONENT SECURITY DEPOSIT

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

TO: Coast Mountain College

<>

(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO: __

Dear Sirs:

At the request of our client, _____ (the Customer), we hereby issue in your favour our irrevocable letter of credit No. _____ (Letter of Credit) for a sum not exceeding in the aggregate [Insert Value in Words] (CDN \$[Insert Value]) effective immediately.

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

_____ dated _____.

Partial drawings are permitted.

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

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

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

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

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

All banking charges are for the account of the Customer.

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

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

Authorized Signatory

Authorized Signatory

APPENDIX H CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

Available to Proponents in the Data Room.



APPENDIX I INITIAL DRAFT DESIGN-BUILD AGREEMENT

Available to Proponents in the Data Room.



APPENDIX J BONDING UNDERTAKING

Date: [Insert Month, Day Year] **No.** _____

To: [insert Owner Name]

**Re: Request for Proposals
Coast Mountain College Student Housing Project**

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

Our client wishes to submit a Proposal in respect of the captioned Project, which we understand will require a Performance Bond in the amount of \$8,500,000 and a Labour and Materials Payment Bond in the amount of \$8,500,000. Based on the limited information available at this time, and subject to our assessment of the Coast Mountain College Student Housing Project and our client's work program at the time of submission of its Proposal, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

_____ (Seal)

Attorney-In-Fact



APPENDIX K INSURANCE UNDERTAKINGS - COMMERCIAL

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Proponent submitting a Proposal to the Request for Proposals for the Coast Mountain College Student Housing Project:

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company]" do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TWENTY MILLION DOLLARS (\$20,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) annual aggregate for the Coast Mountain College Student Housing Project, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to Coast Mountain College.

Dated at _____

This _____ day of _____, 20 ____

SIGNED: _____

(Name, Title)

(Duly Authorized Representative of Insurance Company)[NTD: Depending on the relationship between the companies, this may be the Insurance Company, Broker or Managing General Agent (as delegated by the insurance company)]



APPENDIX L INSURANCE UNDERTAKINGS – PROFESSIONAL LIABILITY

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Proponent submitting a Proposal to the Request for Proposals for the Coast Mountain College Student Housing Project:

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company]" do hereby undertake and agree to provide Single Project Group Professional Liability with a policy limit of not less than the amounts described in Section 2.1 of Schedule 3 of the Design-Build Agreement, inclusive of any one claim for the Coast Mountain College Student Housing Project, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to Coast Mountain College.

Dated at _____

This _____ day of _____, 20 ____

SIGNED: _____

(Name, Title)

(Duly Authorized Representative of Insurance Company)[NTD: Depending on the relationship between the companies, this may be the Insurance Company, Broker or Managing General Agent (as delegated by the insurance company)]



APPENDIX M COLLABORATIVE MEETING STRUCTURE

A suggested approach for the Collaborative Meetings, including example agenda and submission items, is provided below:

- (a) architectural site plan option(s) with major blocking elements (e.g., housing, programs, central services) showing key circulation, access and adjacencies;
- (b) Project phasing;
- (c) any unique design features that might be equivalent to specified items but need approval;
- (d) high level engineering strategies (mechanical, electrical, structural, civil);
- (e) energy requirements to satisfy Step 4 of the B.C. Energy Step Code;
- (f) any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.14 for further details);
- (g) commentary on the Initial Draft Design-Build Agreement;
- (h) commentary on schedule;
- (i) commentary on affordability or expensive/problematic specification items; and
- (j) Proponent opinions on areas of the Statement of Requirements that may:
 - (1) exceed typical industry specifications related to quality and performance for facilities of this type;
 - (2) exceed good industry practices and related standards in relation to redundancy and spare capacity;
 - (3) drive unexpected outcomes and/or costs; or
 - (4) be achieved in a more efficient manner.