



REQUEST FOR PROPOSALS
for
Modular Classroom Project
RFP # 3306

(Conformed Version: July 26, 2010)

Closing Time: 11 a.m. (local time) on August 3, 2010
Delivery Address: c/o Partnerships BC
2320, 1111 West Georgia Street
Vancouver, BC Canada
Contact Person: Dawn Hart
E-mail address: dawn.hart@partnershipsbc.ca

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SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: Modular Classroom Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Dawn Hart Email: dawn.hart@partnershipsbcc.ca Please direct all Inquiries, in writing, to the above named Contact Person. No telephone or fax inquiries 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 the Proponent Registration Form and Confidentiality Agreement referenced as Appendix F.
INQUIRIES	Proponents are encouraged to submit Inquiries at an early date to permit consideration by the Province; the Province may, in its discretion, decide not to respond to any Inquiry received after 3:00 p.m. (local time) on the day that is 10 business days before the Closing Time.
CLOSING TIME	The Closing Time: August 3, 2010 at 11 a.m. (local time in Vancouver, B.C.)
DELIVERY ADDRESS	The Delivery Address is: c/o Partnerships BC 2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3
DELIVERY HOURS	Deliveries will be accepted at the Delivery Address on weekdays (excluding Statutory Holidays) from 8:30 a.m. to 4:00 p.m. (local time in Vancouver, B.C.).

1. INTRODUCTION

1.1 Purpose of this Request for Proposal

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 modular classroom solutions, including for the Full Day Kindergarten program (FDK) in school districts throughout the province (collectively the Project) under a Master Agreement and Modular Classroom Contract.

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 to the Project

One of the Province's five Great Goals For A Golden Decade is to establish British Columbia (B.C.) as the best-educated, most literate jurisdiction in North America. As part of this goal, the Province has been exploring the feasibility of expanding early learning programs for three to five-year-olds. Currently, the public education system offers half day kindergarten for five-year-olds and full day kindergarten for certain populations (i.e. special needs, Aboriginal, and English as a second language).

In the 2009 speech to the throne, the Province announced its commitment to a provincewide FDK that will be phased in over two years. For September 2010, approximately one-half of eligible students will be accommodated in existing facilities. For September 2011, new classrooms will be required to accommodate the balance of the students.

To meet the Province's commitment, the Ministry of Education and school districts determined that modular classrooms provide the best solution to meet the demand for additional classroom space for September 2011 occupancy.

2.2 Project Objectives

The Province has established the following project objectives to guide the implementation of FDK from a facility capital perspective:

- Provide additional classroom capacity required for successful implementation of FDK for the start of school in September 2011;
- Ensure adaptability to meet changing enrolments and the potential addition of pre-kindergarten programs;
- Provide a facility solution(s) that is flexible to meet different classroom needs for students ranging from kindergarten to Grade 7;
- Ensure new modular classrooms are high quality and consistent with Province program requirements across the province;
- Provide a positive environment for students that is supportive of the Province's educational goals; and
- Encourage a positive work environment for staff.

The Province emphasizes that the requirement to provide new classrooms for September 2011 occupancy is a critical objective.

2.3 The Project

The Project includes the design, production, delivery, installation, commissioning and associated work for approximately 135 modular classrooms (Classroom or Classrooms) to approximately 100 school sites in 24 school districts. Details of the individual school site requirements can be referenced in the Data Room and are summarized in the Pricing Model. The modular classrooms will be provided in the form of pre-manufactured modular buildings that will be factory constructed and then delivered to each designated school site, and installed on a site prepared by the responsible school district.

The Province will provide funding to school districts for the purchase, delivery and installation of each modular classroom. The successful Proponent will enter into a Master Agreement with the Province and Modular Classroom Contract with the designated school districts. Section 2.4 provides an overview of further details relating to the Master Agreement and Modular Classroom Contract.

2.4 Overview of the Agreements

The Master Agreement will be between the Province and the successful Proponent and will set out standard terms and conditions applicable to the Project and individual Modular Classroom Contracts for

each school district. In the Master Agreement, the Contractor will commit to a design, schedule and pricing for the Project and the Province will make commitments regarding use of the Contractor for the Project. The contracts for modular units will be under separate Modular Classroom Contracts executed by the separate school districts. The school districts ordering modular classrooms under the terms of the Master Agreement will be required to use the Modular Classroom Contract, a template of which is included as an Appendix to the Master Agreement.

For convenience and expediency in executing Modular Classroom Contracts, the Modular Classroom Contracts are anticipated to be prepared by completing the Form of Agreement and the Order Summary portions and to incorporate the other documents by reference from the agreed template attached the Master Agreement. To review the agreements refer to Appendix H.

(a) Master Agreement

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

Term: The term of the Master Agreement will commence on signing and terminate March 31, 2012, with two one year options to extend to March 21, 2014.

Classroom Completion: It is anticipated production of classroom site preparation will commence on completion of design reviews and prototype approval in the fall of 2010 and the classrooms will be substantially complete and available for use on July 31, 2011. The design review is anticipated to be completed with the Province under the Master Agreement, with the accepted design then forming part of the Modular Classroom Contract.

Funding: The Province will provide required funding to each school district for the Project. .

Purchase of additional Modular Classrooms: The Province reserves the right to cause the order of additional modular classrooms to March 31, 2014.

(b) Modular Classroom Contract

The following are some of the key commercial terms that the Province anticipates will be included in the Modular Classroom Contract:

Modular Classroom Purchaser/Owner: The school district will be the purchaser and owner of all classrooms.

Term: The term of the Modular Classroom Contract will commence on signing and conclude on completion of the warranty.

Schedule: The Contractor will update and comply with the Time Schedule and achieve Substantial Completion by a specified date no later than July 31, 2011.

Payment: Each school district will pay the Contractor upon Substantial Completion of each modular classroom subject to a Lien Holdback (released in accordance with the Builders Lien Act), a deficiency holdback (payable at Total Completion) and a Warranty Holdback (10%) payable upon completion of the 12 month warranty.

Warranty: A standard warranty of 12 months will apply, plus extended warranties from Subcontractors/suppliers.

Default: Events of default will include breaches of provisions of the Modular Classroom Contract and the Master Agreement.

Insurance: Contractor to provide \$10 million commercial general liability insurance, \$2 million professional liability insurance and property insurance for the completed value of the Work.

2.5 Project Team

The Project Team is made up of representatives from the following organizations:

(a) Ministry of Education

The Ministry of Education provides leadership and funding to the K-12 education system through governance, legislation, policy and standards. The K-12 system serves approximately 580,000 public school students, 69,000 independent school students, and 2,400 home-schooled children.

Additional information about the Province is available at <http://www.gov.bc.ca/bced/>

(b) School Districts

There are 60 school districts in the Province of which 24 have identified a requirement for modular classrooms. The School Act establishes and describes the functions and authorities of school districts. Each school district is a separate legal entity responsible for providing educational services.

Additional information about school districts is available at <http://www.gov.bc.ca/bced/>

(c) Partnerships BC

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

The Province has engaged Partnerships BC to assist in managing the competitive selection process of the Project.

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

2.6 Work by the Province and School Districts

An overview of the work undertaken on the Project to date, and work planned to be undertaken, is set out below.

(a) Approval

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

(b) Project Scope

Current approved school district demand indicates the Project will include provision of 133 new modular classrooms on 101 sites in 24 school districts as summarized in Appendix I School Site Information Summary. Between the time of this RFP and the execution of the Master Agreement and Modular Classroom Contract the classroom demand may change due to changing enrolment information.

The following table provides a regional summary of the modular classrooms required within the designated 24 school districts as at the time of issuance of this RFP.

Table 1: Regional Summary of Modular Classrooms

	School Districts	School Sites	Classrooms
Lower Mainland	11	58	74
Fraser Valley	4	8	8
Okanagan	3	12	17
Interior	1	1	1
Northern BC	1	2	2
Vancouver Island	4	20	31
Total	24	101	133

(c) Site Planning and Preparation

Site plans for each of the school sites have been provided in the Data Room.

School districts are responsible for the following:

- i. Providing a site to the specifications agreed with the successful Proponent;
- ii. Installing services and utilities required for connection to the modular classroom;
- iii. Securing requisite local jurisdictional permits and approvals such as development permit, variance approvals, zoning, and building permits;

- iv. Custom foundations when standard foundations are not included in Modular Classroom Contract; and
 - v. Stairs, skirting, pathways and covered areas.
- (d) Site Readiness
- i. An initial indication of site readiness is noted in Appendix I. The actual date will be subject to approval by the Contractor.
- (e) Communication and Consultation
- The Province and the school districts will coordinate on aspects of public communication and consultation relating to the FDK program.

2.7 Scope of the Contractor's Responsibility

The Province anticipates the general scope of Contractor's responsibility under the Master Agreement and Modular Classroom Contract will include, but not be limited to the following:

- (a) Site Inspection
- i. Acceptance of site readiness for delivery and installation (inspection is triggered by notice of readiness issued by school district).
- (b) Design and Production
- The Contractor will be responsible for designing and constructing the modular classrooms per the Master Agreement. The modular classrooms will be energy efficient and take into account Leadership in Energy and Environmental Design (LEED®) best practices applicable to modular production. LEED® Certification is not expected. In addition, the requirements will be consistent with and support the Wood First Act.
- (c) Delivery, Installation and Commissioning
- The Contractor is responsible for planning, coordinating and completing delivery and installation and commissioning of the modular classrooms in each school site location, including connection to services and utilities.
- (d) Permits and Approvals
- The Contractor will prepare the application for any such permit or approval and all responses to the relevant application for execution and submission by the School District to the relevant governmental authority.
- (e) Bonding
- The Contractor will provide a performance bond as indicated in section 4.2.

3 RFP PROCUREMENT PROCESS

3.1 Estimated Timeline

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

Activity	Timeline
RFP Issued	June 14, 2010
Introductory Project Meeting	June 18, 2010
Final Date for Issuing Addenda	July 21, 2010
RFP Closing Time	August 3, 2010
Selection of Preferred Proponent	September 9, 2010
Contract Award	September 30, 2010
All Modular Classrooms Installed and Completed	July 2011

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

3.2 Introductory Project Meeting

The Province intends to hold an Introductory Project Meeting to introduce the Project to Proponents, who have completed, signed and delivered the Proponent Registration Form and Confidentiality Agreement referenced as Appendix F. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFP by way of Addendum.

3.3 Topic Meetings

The Province, in its discretion, may schedule and conduct Topic Meetings during this RFP stage to enable communication between the Province and the Proponents, as to issues relating to this RFP, the Project, and the Initial Draft Master Agreement and Initial Draft Modular Classroom Contract. If a Topic Meeting is scheduled, a Proponent who has completed, signed and delivered Appendix F will be invited to attend.

3.4 Inquiries

All Inquiries and communications regarding any aspect of this RFP should be directed to the Contact Person by email (each, an Inquiry), and the following applies to any Inquiry:

- (a) responses to an Inquiry will be in writing;
- (b) all Inquiries, and all responses to Inquiries from the Contact Person, will be recorded by the Province;
- (c) the Province is not required to provide a response to any Inquiry;

- (d) a Proponent may request that a response to an Inquiry be kept confidential by clearly marking the Inquiry “Commercial in Confidence” if the Proponent considers the Inquiry is commercially confidential to it;
- (e) if the Province decides that an Inquiry marked “Commercial in Confidence”, or the Province’s response to such an Inquiry, must be distributed to all Proponents, then the Province will permit the inquirer to withdraw the Inquiry rather than receive a response and if the Proponent does not withdraw the Inquiry, then the Province may provide its response to all Proponents;
- (f) notwithstanding Section 3.4(d) and 3.4(e):
 - i. if one or more other Proponents submits an Inquiry on the same or similar topic to an Inquiry previously submitted by another Proponent as “Commercial in Confidence”, the Province may provide a response to such Inquiry to all Proponents; and
 - ii. if the Province 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 Inquiry, including an Inquiry marked “Commercial in Confidence”, the Province may, in its discretion, distribute the Inquiry, 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, by any person for any purpose.

3.5 Comments on the Draft Master Agreement and Draft Modular Classroom Contract

The Initial Draft Master Agreement and Initial Draft Modular Classroom Contract are issued with this RFP. Following the process described in this Section 3.5 the Province will issue or designate the Final Draft Master Agreement and the Final Draft Modular Classroom Contract. The Proposal should be based on the Final Draft Master Agreement and Final Draft Modular Classroom Contract.

Each Proponent should review the Initial Draft Master Agreement and Initial Draft Modular Classroom Contract 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 Province with a prioritized list of requested changes, if any, to the Initial Draft Master Agreement and Initial Draft Modular Classroom Contract using the Proponent Comments Form attached as Appendix E;
- (b) the Province may invite Proponents as part of a Topic Meeting to discuss possible clarifications or amendments to the Initial Draft Master Agreement and Initial Draft Modular Classroom Contract, including commercial, legal, design and production, delivery and installation matters; and

- (c) the Province will consider all comments and requested clarifications or amendments received from the Proponents and may amend the Initial Draft Master Agreement and Initial Draft Modular Classroom Contract as the Province may determine in its discretion.

Prior to the Closing Time, if the Province has amended the Initial Draft Master Agreement or the Initial Draft Modular Classroom Contract, the Province intends to issue an Addendum to reissue such documents, including amendments, as a consolidated Final Draft Master Agreement and Final Draft Modular Classroom Contract. The Province may alternatively designate the previously issued documents, as amended by Addenda, as the Final Draft Master Agreement and Final Draft Modular Classroom Contract.

The Final Draft Master Agreement and Final Draft Modular Classroom Contract 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 Master Agreement and Final Draft Modular Classroom Contract except for modifications, changes or additions contemplated in this Section 3.5. Once issued, the Final Draft Master Agreement and Final Draft Modular Classroom Contract will not be further substantively modified and will, subject to Section 8.1, at the Province's request be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:

- (a) relating to the determination by the Province, in its discretion, of which parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Master Agreement and Modular Classroom Contract or otherwise pursuant to express provisions of such agreements; or
- (b) to those provisions or parts of the Final Draft Master Agreement and Final Draft Modular Classroom Contract which are indicated as being subject to completion or finalization, or which the Province determines in its discretion require completion or finalization, including provisions which require:
 - i. modification or the insertion or addition of information relating to the Proponent'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 Proponent's relationships with its principal subcontractors;
- (c) required by the Province to complete, based on the Proposal, any provision of the Final Draft Master Agreement and Final Draft Modular Classroom Contract, including changes, modifications and additions contemplated in or required under the terms of such agreements;
- (d) that are necessary to create or provide for duly authorized and legally complete and binding agreements; or
- (e) that enhance clarity in legal drafting.

3.6 Addenda

The Province may, in its absolute 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 Inquiries as provided by Section 3.4, 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 Province is authorized to amend or clarify this RFP. The Province will provide a copy of all Addenda to all Proponents, who have completed, signed and delivered the Proponent Registration Form and Confidentiality Agreement referenced as Appendix F.

3.7 Data Room

The Province has established a website to be used as an electronic data room (Data Room) in which it has placed documents in the possession of the Province. The Province 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 Province may advise with respect to a specific document. The Province will grant Proponents access to the Data Room when Appendix F is completed, signed and delivered to the Contact Person.

The information in the Data Room may be supplemented or updated from time to time. Although the Province 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.

4 FINANCIAL REQUIREMENTS

4.1 Affordability Ceiling

The Province has identified an Affordability Ceiling of \$26 million in as spent dollars for the design, production, delivery, installation, commissioning and associated work for modular classrooms as summarized in Appendix I. Project approvals have been based on the Affordability Ceiling.

4.2 Performance Bonding

Under each Modular Classroom Contract, the successful Proponent will be required to provide the relevant School District with a 50% performance bond issued by a surety company acceptable to the Owner and authorized to transact the business of suretyship in British Columbia.

Each Proponent must provide with the Proposal a Bonding Undertaking executed by the Proponent's surety.

4.3 Pricing Model Form

Each Proponent must complete and submit the Pricing Model form as referenced in Appendix B – Form A1.

5 PROPOSAL REQUIREMENTS

5.1 Proponent Registration Form and Confidentiality Agreement

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

5.2 Proposal Form and Content

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

6 SUBMISSION INSTRUCTIONS

6.1 Closing Time and Delivery Address

Proposals must be received at the Delivery Address before the Closing Time. Proposals received after the Closing Time will not be considered and will be returned unopened.

6.2 Number of Copies

A Proponent should submit the number of copies described in Appendix A – Proposal Guidelines and Evaluation. The electronic copy should be on CD, with a label on each CD describing its contents. All copies should be appropriately packaged and clearly marked “Request for Proposals for Modular Classroom Project”. All submissions should be labelled in the following way: “Package 1, Copy 1 of 4”; “Package 2, Copy 1 of 4”; Package 3, Copy 1 of 4”; etc.

6.3 No Fax or Email Submission

Proposals submitted by fax or email will not be accepted.

6.4 Language of Proposals

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

6.5 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on

the basis of the entire RFP issued prior to the Closing Time. The Province accepts no responsibility for any Proponent lacking any portion of this RFP.

6.6 Electronic Communication

Proponents should not communicate with the Contact Person by fax. 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 Province does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - i. for ensuring that any electronic email system being operated for the Province 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
 - ii. if a permitted email communication or delivery is not received by the Province or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP; and
 - iii. all permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

6.7 Intellectual Property Rights

- (a) Grant of Licence

Subject to Section 6.7(b), by submitting a Proposal, each Proponent will and will be deemed to have:

- i. granted to the Province 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 Province; and
- ii. 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 Province or any sub-licensee or assignee of the Province of any Intellectual Property Rights contained in a Proposal.

- (b) Exceptions to Licence

The license granted under Section 6.7(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 Province that it owns or has, and will continue to own or have at the Closing Time, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Province and, subject to the foregoing exceptions, has the right to grant a license of such Third Party Intellectual Property Rights in accordance with Section 6.7(a).

6.8 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Province to Proponents and the digital, electronic or other computer readable form, the paper form of the document will prevail.

6.9 Amendments to Proposals

A Proponent may amend any aspect of its Proposal at any time prior to the Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Closing Time.

6.10 Revisions Prior to the Closing Time

A Proponent may amend or withdraw its Proposal at any time prior to the Closing Time by delivering written notice to the Contact Person at the Delivery Address prior to the Closing Time.

6.11 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 Closing Time until midnight at the end of the 90th day following the Closing Time (the Proposal Validity Period).

6.12 Material Change after RFP Closing Time

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

6.13 Alternates

Proponents may submit alternate proposals. Alternates should be submitted in the same manner as Proposals each in a separate sealed envelope identified as an "alternate".

7 EVALUATION

7.1 Mandatory Requirements

The Province 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 Province has determined that the following are the only Mandatory Requirements:

- (a) the Submission must be received at the Delivery Address no later than the Closing Time; and
- (b) the Proponent must include an executed Bonding Undertaking from the Proponent's surety.

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

7.2 Evaluation Committee

The Province will appoint a committee (Evaluation Committee) to evaluate Proposals and identify the Preferred Proponent. The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisers or employees of the Province.

7.3 Evaluation of Proposals

The Evaluation Committee will evaluate Proposals in the manner set out in Appendix A and may consider any criteria it considers relevant.

The Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal, or with any other person not listed in a Proposal, to verify any and all information regarding a Proponent, including its directors, officers and the Key Individual;
- (b) conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- (c) seek clarification or rectification of a Proposal or supplementary information from any or all Proponents;
- (d) 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 Province, including the time, location, length and agenda for such interviews or presentations; and

- (e) the Evaluation Committee may in its sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Proposals.

The Evaluation Committee may decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes having undertaken a preliminary review of the Proposal as compared to other Proposals, the Proponent of the Proposal is not in contention to be selected as the Preferred Proponent.

8 SELECTION OF PREFERRED PROPONENT AND AWARD

8.1 Selection and Award

The Province may accept or reject the Evaluation Committee's recommendation.

If the Province selects a Preferred Proponent, the Province will invite the Preferred Proponent to enter into final discussions to settle all terms of the Master Agreement and Modular Classroom Contract, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

The Province also reserves the right to negotiate changes to the Proposal and the Final Draft Master Agreement and Final Draft Modular Classroom Agreement.

The Province may also consider any alternate proposal submitted by the Preferred Proponent, and may negotiate and award the Master Agreement and Modular Classroom Contract on the basis of the alternate, or to incorporate some or all of the alternate into the Proposal.

If for any reason the Province determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Province may terminate the discussions with the Preferred Proponent and proceed in any manner that the Province 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 Province, such as from the board of the Province or from the Provincial Government, will be conditions precedent to the final execution or commencement of the Master Agreement and the Modular Classroom Contract.

8.2 No Partial Compensation for Participation in this RFP

The Province will not provide any compensation to Proponents for participating in this RFP Competitive Selection Process.

8.3 Debriefs

The Province will, following Contract Award, upon request from a Proponent, conduct a debriefing for that Proponent. In a debriefing the Province may discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Province will not disclose or discuss any confidential information of another Proponent.

9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

9.1 Reservation of Rights

The Province reserves the right to disqualify any Proponent that in the Province'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 Province may consider to be in the public interest or otherwise required by the Province.

9.2 Relationship Disclosure

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

- (a) by submission of the completed Relationship Disclosure Form with its Proposal; and
- (b) thereafter 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 Province may require in its discretion in connection with the Province's consideration of the disclosed relationship and proposed measures. A Proponent may submit the Relationship Disclosure Form in advance of its Proposal if the Proponent wishes to provide the Province with the opportunity to consider the relationships in advance of the Proposal.

9.3 Use or Inclusion of Restricted Parties

The Province may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province, 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, adviser or consultant to the Proponent or a Proponent Team member.

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

9.4 Current Restricted Parties

At this RFP stage, and without limiting the definition of Restricted Parties, the Province has identified the following persons, firms or organizations as Restricted Parties:

- (a) Boughton Law Corporation;
- (b) Miller Thomson LLP;
- (c) Deloitte & Touche LLP
- (d) Fasken Martineau DuMoulin LLP
- (e) Stantec Architecture Ltd.;
- (f) King & Company;
- (g) Spiegel Skillen & Associates;
- (h) Noverra Consulting & Capital Partners; and
- (i) the Province and Partnerships BC, including their former and current employees who fall within the definition of "Restricted Party".

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

9.5 Conflict of Interest Adjudicator

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

9.6 Request for Advance Decision

A Proponent or a prospective member or adviser of a Proponent who has any concerns regarding whether a current or prospective employee, adviser 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 in accordance with this section through the following process:

- (a) to request an advance decision on whether a person is a Restricted Party, a Proponent or prospective team member or adviser of that Proponent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
- (b) names and contact information of the Proponent and the person or firm for which the advance opinion is requested;
- (c) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (d) 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
- (e) copies of any relevant documentation.

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

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

9.7 The Province May Request Advance Decisions

The Province may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Province identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Province will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Province seeks an advance decision from the COI Adjudicator, the Province 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 Province may require that the Proponent make an application under Section 9.6.

9.8 Decisions Final and Binding

The decision of the Province 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 Province. The Province or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

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

9.9 Shared Use

A Shared Use Person is a person identified by the Province as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Province 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. As of the date of this RFP, no Shared Use Persons have been identified.

9.10 External Legal Counsel

Proponents should not retain Fasken Martineau DuMoulin LLP to advise or assist them in any matter relating to this RFP. By submitting a Proposal, the Proponent expressly consents to Fasken Martineau continuing to represent the Province for all matters in relation to this RFP and the Project, including any such 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 Fasken Martineau 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 Province reserves the right at any time to waive any provision of this section.

10 RFP TERMS AND CONDITIONS

10.1 No Obligation to Proceed

This RFP does not commit the Province to select a Preferred Proponent or enter into a Master Agreement or any school district to enter into a Modular Classroom Contract and the Province reserves the complete right to at any time reject all Proposals, or to otherwise terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

10.2 No Contract

This RFP is not a contract between the Province or any school district 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 Province and the Preferred Proponent execute and deliver the Master Agreement, and then only to the extent expressly set out in the Master Agreement.

10.3 Freedom of Information and Protection of Privacy Act

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

By submitting a Proposal, the Proponent represents and warrants to the Province that the Proponent has complied with applicable legislation, 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 Province as part of the Proposal for the purposes of this RFP and the Competitive Selection Process.

10.4 Cost of Preparing the Proposal

Subject to Section 8.2, 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 Province, attending meetings and conducting due diligence.

10.5 Confidentiality of Information

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 Province.

10.6 Reservation of Rights

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

- (a) amend the scope of the Project, modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Committee's evaluation of the Proposals in accordance with Appendix B, and in particular the Province is not obliged to select the Proposal with the lowest contract price;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;

- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any aspects of a Preferred Proponent's Proposal; and
- (h) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents who have completed, signed and delivered Appendix F.

10.7 No Collusion

Proponents, Proponent Team members and the Key Individual will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, adviser, agent or representative of any other Proponent (including any Proponent Team member or the Key Individual 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 Province, with the knowledge and intention that the Province may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

10.8 No Lobbying

Proponents, Proponent Team members and the Key Individual, and their respective directors, officers, employees, consultants, agents, advisers 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 Province, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly or any employee of Province of Education, Partnerships BC, any Restricted Parties, or any director, officer, employee, agent, adviser, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of:

- (a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- (b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;

- (c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- (d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, or the Master Agreement, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- (e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of this Section, the Province in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 8.2.

10.9 Partnerships BC Projects

The Province may at any time, including without limitation for purposes of evaluation and negotiation, take into account any relevant information that becomes available to it from any source. Without limiting the foregoing, the Province has engaged Partnerships BC, which is currently engaged in other projects, and the Province may receive information in respect of those other projects which may be relevant to Proponents or Proponent Team members. Subject to Section 3.1, the Province may share information that is available from this Project with Partnerships BC and other projects. The Province assumes no responsibility to identify relevant information from other projects and Proponents remain fully responsible to submit a complete Proposal.

10.10 Ownership of Proposal

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

10.11 Disclosure and Transparency

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

The Province expects to disclose the following information:

- (a) Following Contract Award:
 - i. the Fairness Adviser's report;
 - ii. the number of Proponents;
 - iii. a conformed RFP;
 - iv. a project report; and

- v. the Master Agreement and Modular Classroom Contract Form.

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 Province;
- (b) it will notify the Province of any and all requests for information or interviews received from the media; and
- (c) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP.

10.12 Fairness Adviser

The Province has appointed Owen Pawson of Miller Thomson LLP (Fairness Adviser) to monitor the Competitive Selection Process. The Fairness Adviser will provide a written report to the Province that the Province will make public.

The Fairness Adviser will be:

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

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

10.13 Limitation of Damages

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

- (a) agrees not to bring any Claim against the Province or any of its employees, advisers or representatives for damages in excess of an 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:
 - i. if the Province accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or

- ii. 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 Province exercises any rights under this RFP; and
- (b) waives any and all Claims against the Province or any of its employees, advisers or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Province and the Proponent for any reason, including:
- i. if the Province accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or
 - ii. 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 Province exercises any rights under this RFP.

11 INTERPRETATION

11.1 Definitions

In this RFP:

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

Addendum means an addendum to this RFP issued by the Contact Person as described in Section 3.6;

Affordability Ceiling has the meaning set out in Section 4.1;

Bonding Undertaking means a form substantially as set out in Appendix G, or as otherwise acceptable to the Province, 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 School Districts under the Modular Classroom Contracts;

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;

Closing Time means the time indicated as such on the cover page of this RFP;

COI Adjudicator means the person described in Section 9.5;

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;

Contact Person means the person identified as such on the cover page of this RFP;

Contract Award means the time when the Master Agreement related to the Project has been executed and delivered and all conditions to the effectiveness of the Master Agreement have been satisfied;

Contractor means the entity that enters into the Master Agreement with the Province;

Data Room has the meaning set out in Section 3.7.

Delivery Address means the delivery address identified as such on the cover page of this RFP;

Draft Master Agreement means the draft Master Agreement and refers to the Initial Draft Master Agreement until the Final Draft Master Agreement is issued or designated and after that time refers to the Final Draft Master Agreement;

Draft Modular Classroom Contract means the draft Modular Classroom Contract and refers to the Initial Draft Modular Classroom Contract until the Final Draft Modular Classroom Contract is issued or designated and after that time refers to the Final Draft Modular Classroom Contract;

GST/HST at any given time means the tax imposed at that time pursuant to Section IX of the Excise Tax Act (Canada);

Inquiry has the meaning set out in Section 3.4;

Introductory Project Meeting has the meaning as set out in Section 3.2;

Evaluation Committee has the meaning set out in Section 7.2;

Fairness Adviser has the meaning set out in Section 10.12;

Final Draft Master Agreement means the Draft Master Agreement issued or designated as such in accordance with Section 3.5;

Final Draft Modular Classroom Contract means the Draft Modular Classroom Contract " issued or designated as such in accordance with Section 3.5;

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

FOIPPA has the meaning set out in Section 10.3;

Initial Draft Master Agreement means the initial Draft Master Agreement issued with this RFP;

Initial Draft Modular Classroom Contract means the initial Draft Modular Classroom Contract issued with this RFP;**Intellectual Property Rights** has the meaning set out in Section 6.7;

Key Individual of a Proponent means the specific firm and person, exclusive to the Proponent, filling the following roles (or equivalent) in the Proponent's Proposal:

- Contractor's Project Director;

Mandatory Requirements means the Proposal requirements described in Section 7.1;

Master Agreement has the meaning set out in Section 2.4;

Modular Classroom Contract has the meaning set out in Section 2.4;

Partnerships BC means Partnerships British Columbia Inc.;

Preferred Proponent means the Proponent selected pursuant to this RFP to enter into negotiations with the Province for a Master Agreement and Modular Classroom Contract;

Pricing Forms means the forms set out in Appendix B;

Pricing Model means the form as set out in Form A1 – Pricing Model of Appendix B;

Project means the design, production, delivery, installation, commissioning and associated work for modular classroom solutions, including for the FDK in school districts throughout the province;

Proponent means the party that submits a Proposal;

Proponent Registration Form and Confidentially Agreement means the form attached as Appendix F to this RFP;

Proponent's Representative means identified below is an officer of the company and is fully authorized to represent the Proponent in any and all matters related to its Proposal.

Proponent Team means a Proponent and Key Individual;

Proponents Comment Form means the form attached as Appendix E to this RFP;

Proposal means a proposal submitted in response to this RFP;

Proposal Declaration Form means a form substantially as set out in Appendix C;

Proposal Price means the price submitted by the Proponent in their submission;

Proposal Requirements means the requirements described in Appendix B;

Proposal Validity Period has the meaning set out in Section 6.11;

Province means Her Majesty the Queen in the right of the Province of British Columbia as represented by the Minister of Education.

Relationship Disclosure Form means a form substantially as set out in Appendix D **Error! Reference source not found.** or as otherwise acceptable to the Province;

Restricted Party means those persons or firms (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;

RFP means this request for proposals;

Shared Use Person has the meaning set out in Section 9.9;

Statement of Requirements means the specifications for the design, production and installation of the modular classrooms as set out in the Master Agreement and Modular Classroom Contract, including Schedule B Statement of Requirements.

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.

Topic Meeting has the meaning set out in Section 3.3.

11.2 Interpretation

In this RFP:

- (a) the use of headings are for convenience only and are not to be used in the interpretation of this Agreement;
- (b) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to this RFP;
- (c) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (d) the word “including” when used in this RFP is not to be read as limiting; and
- (e) 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.

APPENDIX A

PROPOSAL GUIDELINES AND EVALUATION

The Evaluation Committee will evaluate the Proposal submissions in accordance with this Appendix A.

1. Proposal Guidelines

Proposals should:

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

Package	Contents	Number of Copies
Package 1	<ul style="list-style-type: none"> 1. Transmittal Letter 2. Proposal Declaration Form (see Appendix C of the RFP) signed by the Proponent; and 3. Relationship Disclosure Form (see Appendix D of the RFP) signed by the Proponent and all members of the Proponent Team. 4. Bonding Undertaking 	<p>One</p> <p>One</p> <p>One</p> <p>One</p>
Package 2	<p>Technical Submission excluding the Financial Information provided in Package 3.</p> <ul style="list-style-type: none"> 1. Proponents must submit to the Delivery Address by the Closing Time the technical portion of the Proposal, which should be made up of the following: <ul style="list-style-type: none"> (a) the cover letter (and all attachments) to the Technical Submission as described at the beginning of the Technical Submission section of Appendix B; and (b) the portion of the Proposal Requirements described as the Technical Submission in Appendix B. 	<p>One unbound copy marked "Master", and 4 bound copies and one electronic copy.</p>
Package 3	<p>Financial Submission</p> <ul style="list-style-type: none"> 1. Proponents must submit to the Delivery Address by the Closing Time the financial portion of the Proposal, which should be made up of the following: <ul style="list-style-type: none"> (a) the cover letter (and all attachments) to the Financial 	<p>One unbound copy marked "Master", and 4 bound copies and one electronic copy.</p>

	<p>Submission as described at the beginning of the Financial Submission section of Appendix B;</p> <p>(b) the portion of the Proposal Requirements described as the Financial Submission in Appendix B; and</p> <p>(c) the completed Pricing Model as described in Appendix B.</p>	
Package 4	Alternate Proposal as per section 6.13.	One copy in a sealed envelope

- (c) Be clearly marked with the words, "Modular Classroom Project, Request for Proposals" to the Delivery Address.

2. Evaluation Process

Subject to the terms of this RFP, the evaluation will consider whether the Proposal substantially satisfies the requirements of this RFP, including the requirements set out in Appendix B, and the Master Agreement and the Modular Classroom Contract, and demonstrates to the satisfaction of the Province, that the Proponent is capable of performing and will perform the obligations and responsibilities of the Contract and delivering the Project in accordance with the Master Agreement and Modular Classroom Contract and that the Proponent has a good understanding of the Project referenced in Section 2.3 and the Scope of the Contractor's Responsibility as referenced in Section 2.7.

The Evaluation Committee anticipates selecting as Preferred Proponent the Proponent submitting the Proposal that offers the lowest Proposal Price and that substantially satisfies the requirements of this RFP.

The Evaluation Committee reserves the right to consider only those Proposals that are under the Affordability Ceiling.

2.1 Technical Submission

Subject to the terms of this RFP, the Technical Submission evaluation will consider whether the Technical Submission substantially satisfies the requirements of this RFP, including the requirements set out in Appendix B and Master Agreement and Modular Classroom Contract.

If the Evaluation Committee determines that the Technical Submission does not substantially satisfy the above requirements, the Evaluation Committee may decide not to complete a detailed evaluation of the Proposal.

2.2 Financial Submission

Proposals will be examined, including the Pricing Model, to determine whether the Financial Submission substantially satisfies the requirements of this RFP including the requirements set out in Appendix B and Master Agreement and Modular Classroom Contract.

If the Evaluation Committee determines that the Financial Submission does not substantially satisfy the above requirements, the Evaluation Committee may decide not to complete a detailed evaluation of the Proposal.

2.3 Disqualification of Proposals

Without limitation, the Province may, in its sole discretion, disqualify a Proposal if:

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

Proponents and Project Teams may be required to undertake a criminal records check in order to participate in the Project.

**APPENDIX B
PROPOSAL REQUIREMENTS**

Provided as separate document.

APPENDIX C

PROPOSAL DECLARATION FORM

1. This Proposal Declaration should be executed by the Proponent, each entity that comprises the Proponent, and each member of the Proponent Team (excluding Key Individuals)

2. Capitalized terms are defined in Section 11.1 of the RFP.

[RFP Proponent's Letterhead]

To: [Insert client and submission location]

Attention: [Insert contact person]

In consideration of the Province's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees and acknowledges that:

1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (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 Province, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud;
- (e) the Province reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit inquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent consents to the conduct of all or any of those investigations by the Province.

2. Acknowledgements with Respect to the RFP

- (a) the Proponent 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 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 Representative identified below is fully authorized to represent the Proponent 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, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Final Draft Master Agreement and Final Draft Modular Classroom Contract is in a form acceptable to the Proponent Team, subject to modifications, changes or additions that may be made in accordance with the RFP.

3. Proponent Team consists of:

Name	Address	Key Individual

PROPONENT REPRESENTATIVE

Name Name of Employer

Address E-mail Address

Name of Authorized Signatory Telephone

Signature Fax Number

APPENDIX D

RELATIONSHIP DISCLOSURE FORM

This form should be completed by each Proponent on its own behalf and on behalf of each member of the Proponent Team (including firms and individuals).

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

1. The Proponent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the members of the Proponent Team have with:
 - (a) any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - (b) employees (both current or former) of the Province, or individuals of firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Project;

that could constitute a conflict of interest or unfair advantage.

Name of Restricted Party/Person	Details of the Nature of the relationship with the listed Restricted Party/Person <i>(e.g. Proponent was an adviser to the Restricted Party from 2005-2006)</i>

(Add additional pages as may be required)

NAME OF PROPONENT TEAM MEMBER:

Name of Firm – Proponent/Key Individual:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent/Key Individual:

Signature:

APPENDIX E

PROPONENT COMMENTS FORM

**(Comments to Initial Draft Master Agreement and Initial Draft Modular Classroom Contract – s. 3.5)
Modular Classroom Project**

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



APPENDIX F
PROPONENT REGISTRATION FORM AND CONFIDENTIALITY AGREEMENT

(To be submitted by the Authorized Representative of the Proponent)

REQUEST FOR PROPOSALS
Submission Time: 11 a.m. (local time) August 3, 2010

To receive any further distributed information about this Request for Proposals, and to apply for access to the electronic Data Room of the Project, please return this completed form, together with the attached Confidentiality Agreement (schedule 1), as soon as possible, to:

Contact Person : Dawn Hart
Email: dawn.hart@partnershipsbc.ca

PROPONENT CONTACT INFORMATION

NAME OF PROPONENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL CODE:** _____

PROVINCE: _____

MAILING ADDRESS, IF DIFFERENT: _____

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

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

In consideration of the Province's agreement to allow the undersigned (Proponent) to participate in the Request for Proposal (RFP), issued June 14, 2010, the Proponent hereby agrees that:

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;
- (b) The proposal call process will include opportunities to discuss aspects of the Proponent's proposal with project management representatives that are either employed, or appointed, by the Province;
- (c) That it will commit to providing a Proposal which includes the full scope of services required for this Project as indicated in the RFP; and
- (d) That it will comply with the procedures and process detailed in the RFP.

2. Limitation of Damages

The Proponent:

- (a) agrees not to bring any Claim against the Province or any of its employees, Advisers or representatives for damages in excess of an 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:
 - iii. if the Province accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or
 - iv. 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 Province exercises any rights under this RFP; and
- (b) waives any and all Claims against the Province or any of its employees, advisers or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Province and the Proponent for any reason, including:
 - v. if the Province accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or
 - vi. 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 Province exercises any rights under this RFP.

4. Proponent's Representative

The Proponent's Representative identified below is an officer of the company and is fully authorized to represent the Proponent in any and all matters related to its Proposal.

PROPONENT

PROPONENT REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Schedule 1 Confidentiality Agreement

1. Interpretation

In this Agreement:

- (a) "Confidential Information" means all documents, knowledge and information provided by the Province (the "Province" 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 Province or Partnerships BC in connection with the Modular Classroom 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 Province, 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 Province 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 Province, 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 Province 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 Province 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 Province 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 Province 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 Province and Partnerships BC and binds the Recipient and its successors.

Authorized Signature

Proponent Name

Printed Name of the Authorized Signatory

Address

Title

Date

APPENDIX G

BONDING UNDERTAKING

Date: _____, 20____ No. _____

TO: Province of British Columbia

RE: **Request for Proposals**
Modular Classroom 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 be prequalified as a Proponent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of _____ (50% of contract price excluding gst/hst). Our client wishes to submit a Proposal for the captioned Project, which we understand will require a Performance Bond for each School District in the approximate aggregate amount of _____ (50% of contract price excluding GST/HST). Based on the limited information available at this time, and subject to our assessment of the Modular Classroom Project, and our client's work program at the time of the 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 H

DRAFT MASTER AGREEMENT AND DRAFT MODULAR CLASSROOM CONTRACT

Posted in Data Room.

APPENDIX I

SCHOOL SITE INFORMATION SUMMARY

Posted in Data Room.