



Request for Proposals

Fairness Advisory Services for

Wood Innovation and Design Centre Project

Issue Date: March 13, 2012

Submission Time: March 27, 2012
2:00 p.m. (local time)

Submission Location: Electronically via email

Contact Person: Catherine Silman
catherine.silman@partnershipsbc.ca

The opportunity to respond to this RFP is restricted to the individuals selected by Partnerships BC from the Partnerships BC List of Fairness Advisor Candidates

TABLE OF CONTENTS

| | | |
|----------|---|-----------|
| 1 | PREAMBLE..... | 1 |
| 2 | INTRODUCTION | 2 |
| | 2.1 Purpose | 2 |
| | 2.2 Eligibility..... | 2 |
| | 2.3 Nature of Work..... | 2 |
| 3 | ADVISOR SELECTION PROCESS | 3 |
| 4 | THE SCOPE OF WORK | 4 |
| | 4.1 Role of Fairness Advisor | 4 |
| | 4.2 Project Schedule..... | 4 |
| | 4.3 Project Location and Travel Expenses..... | 4 |
| 5 | EVALUATION | 5 |
| | 5.1 Evaluation Criteria..... | 5 |
| | 5.2 Evaluation Process | 5 |
| | 5.3 Notification of Success | 5 |
| | 5.4 Debriefing | 6 |
| 6 | SUBMISSION INSTRUCTIONS | 7 |
| | 6.1 Submission Time and Location..... | 7 |
| | 6.2 Mandatory Requirements | 7 |
| | 6.3 Submission Form and Content | 7 |
| | 6.4 Receipt of Complete RFP | 7 |
| | 6.5 Standard Contract..... | 8 |
| | 6.6 Enquiries..... | 8 |
| | 6.7 Communications | 8 |
| | 6.8 Unofficial Information | 9 |
| | 6.9 Addenda | 9 |
| | 6.10 Definitive Record..... | 9 |
| | 6.11 Revisions Prior to the Submission Time | 9 |
| 7 | RFP TERMS AND CONDITIONS..... | 11 |
| | 7.1 Confidentiality | 11 |

| | | |
|----------|---|-----------|
| 7.2 | Cost of Preparing Submissions | 11 |
| 7.3 | Limitation of Damages..... | 11 |
| 7.4 | Reservation of Rights..... | 12 |
| 7.5 | Ownership of Proposals | 12 |
| 7.6 | Freedom of Information and Privacy Act..... | 12 |
| 7.7 | Relationship Disclosure and Review Process | 13 |
| 7.8 | Restrictive Participation..... | 13 |
| 7.9 | Dispute Resolution..... | 13 |
| 7.10 | No Unauthorized Communication | 14 |
| 7.11 | Proposal Validity | 14 |
| 7.12 | Sub-Contracting..... | 14 |
| 7.13 | Agreement to Terms and Conditions | 15 |
| 7.14 | No Obligation to Accept..... | 15 |
| 8 | DEFINITIONS | 16 |
| | APPENDIX A: SUBMISSION GUIDELINES AND EVALUATION CRITERIA..... | 18 |
| | APPENDIX B: STANDARD SERVICE CONTRACT | 20 |
| | APPENDIX C: RESPONSE DECLARATION FORM..... | 21 |
| | APPENDIX D: TERMS OF REFERENCE..... | 24 |

LIST OF TABLES

| | | |
|----------|---------------------------------|----|
| Table 1: | Advisor Selection Schedule..... | 3 |
| Table 2: | Project Schedule..... | 4 |
| Table 3: | Evaluation Criteria..... | 19 |



1 PREAMBLE

The Wood Innovation and Design Centre (the “**WIDC**”) will be an iconic wood building that will highlight new and innovative wood building products and techniques. The building is scheduled for completion in late 2014.

The WIDC will be located in downtown Prince George, BC and will promote expertise in advanced building systems, engineered wood products, interior wood design and applications, and other value-added wood products. The WIDC will house academic and research programs focused on advancing British Columbia’s expertise in wood-related products, and highlight new and innovative wood building products and techniques. The University of Northern British Columbia and other post-secondary institutions are examining programming options. The remaining space will be allocated for complementary economic development and related industry use. The WIDC will be delivered through a public private partnership model utilizing a Design Build method of procurement. A total project budget of \$25 million (including equipment, tenant improvements, and project reserve) has been approved. The affordability ceiling will be determined and approved once the indicative design has been completed and costed.

The WIDC will be delivered by the Ministry of Jobs, Tourism and Innovation (the Owner). The Ministry of Jobs, Tourism and Innovation is a Ministry of the Government of British Columbia. The Ministry’s portfolio includes programs that promote a supportive and attractive business environment in British Columbia (B.C.).

Additional information about the Owner is available at www.gov.bc.ca/jti.

The Owner has engaged Partnerships British Columbia Inc. (“**Partnerships BC**”) to manage the Advisor Selection Process (“**Advisor Selection Process**”) for this Project (the “**Project**”). Partnerships BC was established by the Province of British Columbia to evaluate, structure and implement partnership delivery solutions for public infrastructure.

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



2 INTRODUCTION

2.1 PURPOSE

Partnerships BC is pleased to invite Proposals (“**Proposals**”) from qualified and experienced individuals and teams who can provide Fairness Advisory services in connection with the development of the Wood Innovation and Design Centre Project. The purpose of this Request for Proposals (the “**RFP**”) is to use the criteria provided in this RFP to select an entity to enter into negotiations for the role of Fairness Advisor.

2.2 ELIGIBILITY

Qualified entities are invited to submit a proposal to provide Fairness Advisor Services as detailed in Appendix D – Terms of Reference.

The opportunity to respond to this RFP is restricted to the three Proponents (“**Proponents**”) selected by the Owner from Partnerships BC’s Prequalified List of Fairness Advisors (the “**Prequalified List**”).

2.3 NATURE OF WORK

In agreeing to take on the role of Fairness Advisor for the Project, the Fairness Advisor will not, and its firm and potential affiliates, may not be eligible to provide services, directly or indirectly, to any potential bidder in relation to the Project. Refer to section 7.8 of this RFP.



3 ADVISOR SELECTION PROCESS

Based on the Proposal, and if requested an interview or presentation, a Proponent will be selected to enter into negotiations for the Fairness Advisory Services Contract. The Contractor (“**Contractor**”) should be prepared to start the Assignment April 2, 2012. Table 1 outlines the anticipated milestones and award of this Assignment

Table 1: Advisor Selection Schedule

| Anticipated Milestones | Date |
|--|-------------------|
| Issue RFP for Fairness Advisory Services | March 13, 2012 |
| Submissions due | March 27, 2012 |
| Interviews (if required) | March 29-30, 2012 |
| Award of Assignment | March 30, 2012 |
| Work Commences | April 2, 2012 |

The Fairness Advisor appointment will commence April 2, 2012 and will continue until the completion of the Competitive Selection Process at the end of the Project request for proposals evaluation stage. At the discretion of the Chair of the Wood Innovation and Design Centre Project Board, the Fairness Advisor appointment may be extended to completion of the Financial Close (“**Financial Close**”) stage.



4 THE SCOPE OF WORK

4.1 ROLE OF FAIRNESS ADVISOR

The Fairness Advisor is an independent third party whose role is to observe and/or monitor all aspects of the procurement, as defined in the Project request for proposals, with respect to fairness, and to report as to the fairness of the procurement process observed.

The Fairness Advisor provides a level of confidence to Proponents, throughout the Competitive Selection Process, that the procurement processes described in the Project procurement documents are applied fairly according to the terms described therein. Further, by way of reports that are ultimately made public, the Fairness Advisor provides an independent opinion of this fair application.

Detailed services to be provided by the Fairness Advisor are outlined in Appendix D - Terms of Reference.

4.2 PROJECT SCHEDULE

The preliminary Project schedule is provided in Table 2.

Table 2: Project Schedule

| Milestone | Date |
|--|---------------|
| Issue Project request for qualifications | May 2012 |
| Issue Project request for proposals | July 2012 |
| Select Preferred Proponent | October 2012 |
| Financial Close | November 2012 |
| Commence Construction | December 2012 |

This schedule is subject to change at the sole discretion of the Owner or Partnerships BC.

4.3 PROJECT LOCATION AND TRAVEL EXPENSES

The Project Team is located in Vancouver, British Columbia. Travel expenses to participate in Vancouver-based meetings or events will not be reimbursed.



5 EVALUATION

5.1 EVALUATION CRITERIA

Proposals that satisfy the Mandatory Requirements (“**Mandatory Requirements**”) will be evaluated against the Evaluation Criteria (“**Evaluation Criteria**”) as outlined in Appendix A – Submission Guidelines and Evaluation Criteria.

5.2 EVALUATION PROCESS

To assist in evaluation of the Proposals, and in determining their suitability, acceptability and credibility, the Owner may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, inclusive of its directors/officers, whether contained in the Proposal or not, and to conduct any background investigations that it considers necessary in the course of the Advisor Selection Process;
- (b) rely on and consider any information from such cited references;
- (c) take into consideration information from other sources;
- (d) seek clarification of further information from any or all Proponents;
- (e) consider such supplementary information in the evaluation; and
- (f) request interviews/presentations with any or all Proponents to clarify any questions and/or considerations based on the information included in Proposals during the evaluation process. The Owner is not required to request or permit presentations. The Owner will take into consideration the presented information.

In addition if, in the opinion of the Owner, any Proposal contains a defect or irregularity, or fails in some way to comply with any requirement of this RFP that, in the opinion of the Owner, can be remedied without providing an unfair advantage to one or more of the Proponents, the Owner may request clarification from the Proponent.

5.3 NOTIFICATION OF SUCCESS

A written notice to the Proponent’s Representative (“**Proponent’s Representative**”), as identified in completed Appendix C – Response Declaration Form (the “**Response Declaration Form**”), is the only valid form of notification of success.



5.4 DEBRIEFING

Debriefing arrangements will be made for Proponents upon request. During such debriefing confidential information will not be disclosed, and only the relative strengths and weaknesses of that Proponent's Proposal will be disclosed and discussed. Requests for debriefing can be made only after the Assignment has been awarded. The Owner will make best efforts to schedule a debriefing session within thirty (30) days of the receipt of a request.



6 SUBMISSION INSTRUCTIONS

6.1 SUBMISSION TIME AND LOCATION

Proposals must be received at the Submission Location (“**Submission Location**”) before the Submission Time (“**Submission Time**”).

Proposals received after the Submission Time will not be considered.

6.2 MANDATORY REQUIREMENTS

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

- (a) Proposals must be received at the Submission Location before the Submission Time.

6.3 SUBMISSION FORM AND CONTENT

Proposals are to be submitted electronically in the form of a PDF attachment to an email addressed to the Contact Person (the “**Contact Person**”).

Each submission should be clearly identified as “Wood Innovation and Design Centre Project - Request for Proposals - Fairness Advisory Services”.

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

Detailed information on the form and content of submissions is included in Appendix A – Submission Guidelines and Evaluation Criteria.

6.4 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. Submission of a Proposal by a Proponent constitutes a representation by that Proponent that it has verified receipt of a complete RFP. Each and every Proposal is deemed to be made on the basis of the entire RFP issued prior to the Submission Time. Neither the Owner nor Partnerships BC accepts responsibility for any Proponent lacking any information.

Any amendments to the Standard Services Contract which the Proponent may require prior to executing the Contract (the “**Contract**”) must be indicated in a blacklined version of the Standard Services Contract (the “**Blackline**”) submitted as part of their Proposal. The Owner reserves the right to Disqualify (“**Disqualify**”) the Proponent selected to negotiate the Contract if any changes to the Standard Services

Contract other than those indicated in the Blackline are identified by the Proponent. The Owner reserves the right, in its sole and absolute discretion, to negotiate, including accepting or rejecting those changes indicated in the Blackline, any changes to the Standard Services Contract requested by the Proponent.

6.5 STANDARD CONTRACT

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into negotiations to establish a Contract with Partnerships BC. Further, the Proponent agrees to enter into a Contract with Partnerships BC in substantially the same form (including standard terms and conditions) as referenced at Appendix B – Standard Service Contract; with Terms of Reference in substantially the same form as attached at Appendix D – Terms of Reference.

6.6 ENQUIRIES

All communications or enquiries about this RFP must be sent by email to the Contact Person, as noted on the cover page of this RFP. No phone call enquiries will be accepted.

Communications or enquiries to the Contact Person must clearly state “Wood Innovation and Design Centre Project RFP – Fairness Advisory Services Enquiry” in the subject line of the email.

Communications or enquiries to, and responses from, the Contact Person may, at the discretion of the Owner, be distributed to all Proponents. The Owner reserves the right not to respond to any enquiry or communication made by a Proponent.

A Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry to be commercially sensitive, and if the Owner decides that an enquiry must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw the enquiry rather than receive a response. However, any enquiry and response may, in the Owner’s discretion, be distributed to all Proponents, or the Owner may keep either or both the enquiry and response confidential if in the judgment of the Owner it is fair or appropriate to do so.

Neither the Owner nor Partnerships BC is responsible for any error that may occur from submission of communications or enquiries.

6.7 COMMUNICATIONS

The following provisions shall apply to any communications with the Contact Person, or the delivery of documents to the Contact Person:

- (a) fax communications will not be accepted.



- (b) neither the Owner nor Partnerships BC assume any risk or responsibility or liability whatsoever to any Proponent:
 - (1) for ensuring that any electronic email system being operated by or for 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; and/or
 - (2) if a permitted email communication or delivery is not received by Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP.
- (c) all permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

6.8 UNOFFICIAL INFORMATION

Information offered from sources other than the Contact Person with regard to the content, intent or interpretation of this RFP is not official, may be inaccurate, and should not be relied on in any way, by any Person ("**Person**") or firm, for any purpose.

6.9 ADDENDA

Written Addenda ("**Addenda**") are the only means of amending or clarifying this RFP. Only the Owner or Partnerships BC, through 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 may, in its absolute discretion through the Contact Person, and with notice in writing to interested parties, amend or clarify the terms or contents of this RFP before the Submission Time. Partnerships BC makes no guarantee of timely delivery of any Addenda to any Person or firm.

6.10 DEFINITIVE RECORD

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

6.11 REVISIONS PRIOR TO THE SUBMISSION TIME

By submission of a clear and detailed written notice delivered prior to the Submission Time, the Proponent may amend or withdraw its Proposal. Upon Submission Time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that, should its Proposal be successful, the Proponent will enter into negotiations to establish a Contract with Partnerships BC.



The Proponent will not change the wording of its Proposal after the Submission Time, and no words or comments will be added to the Proposal unless requested by the Contact Person for purposes of clarification.



7 RFP TERMS AND CONDITIONS

7.1 CONFIDENTIALITY

It is anticipated that the Proponent awarded the Assignment described in this RFP will have access to non-public information that could materially improve, or reasonably be perceived to improve, the relative competitive position of a proponent for the Project. Accordingly, the Contractor will be required to enter into a confidentiality agreement which will survive the completion or termination of the Contract.

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 as part of the Proposal for the purposes of this RFP and the Advisor Selection Process.

7.2 COST OF PREPARING SUBMISSIONS

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

7.3 LIMITATION OF DAMAGES

Each Proponent, by submitting a Proposal, agrees that:

- (a) if any or all Proposals are rejected, or the Assignment or Advisor Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Assignment or modification of this RFP or both), neither the Owner nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim (“**Claim**”) or to reimburse or compensate the Proponent in any manner whatsoever, including, but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity, or for any other matter;
- (b) the Proponent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Proponent is rejected or Disqualified or is not successful in being awarded the Assignment or executing a Contract in the Advisor Selection Process, or for any other reason; and
- (c) with respect to circumstances not listed in the foregoing subsections 1 and 2, the Proponent will not make any Claim against the Owner or its employees, advisors or representatives in excess of

an amount equivalent to the reasonable costs of preparation of the Proposal for any matter relating to this RFP, the Assignment or the Advisor Selection Process.

Under no circumstances, including the cancellation of this RFP and/or the decision not to proceed with the Advisor Selection Process, will the Owner be liable for any costs incurred by Proponents.

7.4 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of the Assignment, modify, cancel or suspend this RFP process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Criteria as evaluated by the Owner;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) not accept any or all Proposals;
- (e) reject or Disqualify 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, call for tenders, or enter into negotiations for this Assignment 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 and all aspects of Proposals; and
- (i) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

7.5 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to Partnerships BC become the property of the Owner. They will be received and held in confidence, subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA).

7.6 FREEDOM OF INFORMATION AND PRIVACY ACT

All documents and other records in the custody of, or under the control of, Partnerships BC and the Owner are subject to FOIPPA and other applicable legislation. Except as expressly stated in this RFP and



subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

For British Columbia, the FOIPPA can be accessed as follows:

www.qp.gov.bc.ca/statreg/stat/F/96165_01.htm

7.7 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

A relationship review process for the Project, including listing of restricted parties and shared parties, will be fully explained in the Project procurement documents.

7.8 RESTRICTIVE PARTICIPATION

Signing of the Contract will restrict the Proponent's future involvement with teams competing in any selection process for some or all of the work related to the Project.

Please note that a team bidding for delivery of the Project will be Disqualified if the Fairness Advisor were to become a member of their team. An individual or organization would be considered to be a member of a team if they have a direct financial interest in the success of a proposal or assist in the development of a proposal.

7.9 DISPUTE RESOLUTION

Each Proponent, by submitting a Proposal, agrees that:

- (a) the Proponent Representative as identified in Appendix C - Response Declaration Form must, within fourteen (14) days of any dispute arising in connection with this RFP, submit written notice to the Contact Person of such dispute;
- (b) in no event will a dispute with one Proponent prevent the Owner from proceeding with the Advisor Selection Process with another Proponent, and the sole remedy available to a Proponent if a dispute is resolved in favour of such Proponent is damages, and then only if and to the extent permitted by section 6.3 of this RFP; and
- (c) all disputes not resolved through negotiations between the Owner and the Proponent, as applicable, within sixty (60) days of the date of the written notice to the Contact Person, will be:
 - (1) where the Owner and the Contractor agree, referred to and finally resolved by binding arbitration in accordance with the Commercial Arbitration Act R.S.B.C. 1996 Chapter 55; or,



(2) submitted to the appropriate judicial tribunal (litigation).

(d) the laws of British Columbia govern the interpretation of this RFP.

7.10 NO UNAUTHORIZED COMMUNICATION

Proponents and/or any other interested parties must not attempt to, or actually, communicate directly or indirectly on matters related to this Advisor Selection Process with any representative of the Owner, elected officials, or any other government employees who are involved in the Project or the Advisor Selection Process.

Proponents will not engage in any form of political or other lobbying whatsoever with respect to this Assignment, or otherwise attempt to influence the outcome of the Advisor Selection Process. If any such lobbying or communications occur, the Owner, at its sole and absolute discretion, may at any time, but not be required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in the Advisor Selection Process, or impose such conditions on that Proponent's continued participation in the Advisor Selection Process as the Owner, at its sole discretion, may consider in the public interest or otherwise appropriate.

To ensure that all public information generated about this Advisor Selection Process or the Project is fair and accurate, all public information generated in relation to this Advisor Selection Process or the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the Owner.

7.11 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least thirty (30) days after the Submission Time, or as mutually extended by both parties.

7.12 SUB-CONTRACTING

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, or other changes made, to this list in the Contract without the written consent of the Owner.

Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Owner's opinion, give rise to a conflict of interest or unfair advantage in connection with this Assignment will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.



7.13 AGREEMENT TO TERMS AND CONDITIONS

By submitting a Proposal in response to this RFP, the Proponent agrees to be bound by the provisions of this RFP, including all terms and conditions and any and all Addenda.

7.14 NO OBLIGATION TO ACCEPT

Partnerships BC, on behalf of the Owner, is not obligated to accept a Proposal where, at the sole and absolute discretion of the Owner:

- (a) background investigations reveal:
 - (1) any false statements in the Proposal;
 - (2) any criminal affiliations or activities by the Proponent, where such affiliations or activities would, in the sole opinion of the Owner, interfere with the integrity of the Advisor Selection Process; or
- (b) the Proposal does not comply with the requirements of this RFP unless it can be remedied or clarified; or
- (c) the Proposal includes a false or misleading statement, Claim or information.

8 DEFINITIONS

“**Addenda**” or “**Addendum**” means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFP.

“**Advisor Selection Process**” means this Request for Proposals to select an entity to perform the Fairness Advisor Services described in this RFP.

“**Assignment**” means the provision of Fairness Advisory Services as described in this RFP document.

“**Authorized Signatory**” or “**Authorized Signatories**” of a Proponent means the person(s) or firm(s) having the authority to legally bind the Proponent.

“**Blackline**” means the blacklined version of the Standard Services Contract submitted by the Proponent as part of their proposal.

“**Claim**” means any claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto.

“**Contact Person**” means the Person designated on the title page of this RFP.

“**Contract**” means the written contract executed by a Preferred Proponent and by Partnerships BC for the performance of Fairness Advisory Services.

“**Contractor(s)**” means the party (or parties) executing the Contract with Partnerships BC.

“**Disqualification**” or “**Disqualified**” or “**Disqualify**” means exclusion of a Proposal from a Proponent by the Owner from this RFP.

“**Evaluation Criteria**” means the criteria defined in Appendix A used to evaluate the Proposals.

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

“**Key Individual**” means the specific person, exclusive to one Proponent, identified in Appendix A.

“**Mandatory Requirements**” means the Proposal requirements described in Section 5.2.

“**Owner**” means the British Columbia Ministry of Jobs, Tourism and Innovation.

“**Partnerships BC**” means Partnerships British Columbia Inc.



“Person” means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, government, governmental body, governmental agency, authority, board, tribunal, commission or department and the heirs, beneficiaries, executors, personal or other legal representatives or administrators of an individual, and the receivers and administrators of a corporation.

“Preferred Proponent” means any entity, including the company, firm, consortium or any legal entity selected by the Owner during the Project competitive selection process to negotiate the project agreement.

“Prequalified List” means the list of Fairness Advisors prepared and maintained by Partnerships BC, who have satisfied the review and classification committee that they possess the qualifications to provide Fairness Advisory Services during the planning and/or procurement and construction phases of projects contemplated by Partnerships BC and/or Partnerships BC clients.

“Project” means the design and construction of the Wood Innovation and Design Centre.

“Proponent” means any individual invited to make a response to this RFP.

“Proponent’s Representative” means the person or firm, identified in the Response Declaration Form (Appendix C), who is fully authorized to represent the Proponent in any and all matters related to its Proposal.

“Proposal” means the formal submission by a Proponent in response to this RFP.

“Response Declaration Form” refers to the form in Appendix C.

“RFP” means this Request for Proposals issued by Partnerships BC as the only stage of this Advisor Selection Process and includes any Addenda thereto.

“Submission Location” means the submission location identified as such on the cover page of this RFP.

“Submission Time” means the submission time identified as such on the cover page of this RFP.

“WIDC” means the Wood Innovation and Design Centre.



APPENDIX A: SUBMISSION GUIDELINES AND EVALUATION CRITERIA

Submission Requirements:

Proposals are to be submitted electronically in the form of a PDF attachment to an email addressed to the Contact Person.

Each Proposal should:

- (a) include the name of the Proponent, a contact person, phone number, email address and a return address;
- (b) be concise and not longer than 10 pages in length, excluding resumes, which may be attached as an appendix.
- (c) provide a listing of insurance coverage;
- (d) be addressed to the Contact Person;
- (e) be clearly identified in the subject line of the email as “Wood Innovation and Design Centre Project - Request for Proposals – Fairness Advisory Services” ; and
- (f) respond to the Content and Evaluation Criteria contained in Table 4 and the Terms of Reference listed in Appendix D.

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

Evaluation Criteria:

Proposals that satisfy the Mandatory Requirements will be evaluated against the following Evaluation Criteria:



Table 3: Evaluation Criteria

| Table of Contents | Content | Evaluation Criteria | Points |
|--------------------------|---|--|--------|
| Title Page | Wood Innovation and Design Centre Project | <ul style="list-style-type: none"> ▪ n/a | n/a |
| Roles and Qualifications | <ul style="list-style-type: none"> ▪ Key Individual's qualifications and experience, including a short biography ▪ Two (2) references for Key Individual ▪ Resume for Key Individual | <ul style="list-style-type: none"> ▪ Experience as a fairness advisor with a particular focus on: <ul style="list-style-type: none"> ▪ Public sector procurement ▪ Accommodation-related procurements utilizing a public private partnership model ▪ Experience with public sector entities | 40 |
| Approach | <ul style="list-style-type: none"> ▪ Availability of Key Individual ▪ Proposed Work Plan / Approach | <ul style="list-style-type: none"> ▪ Availability of Key Individual for duration of the Contract ▪ Commitment to Project Schedule as indicated in Appendix D – Terms of Reference ▪ Overall Proposal Quality | 40 |
| Costs and Remuneration | <ul style="list-style-type: none"> ▪ Fixed fee for the scope of services described in Section 3.0 and proposed procurement timelines set out in section 3.3 payable in instalments upon receipt of deliverables ▪ Total estimated expenses (disbursements) including expected travel expenses ▪ Terms and conditions under which the Proponent might request a variation to the fixed fee. | <ul style="list-style-type: none"> ▪ Fixed fee ▪ Total estimated expenses ▪ Total estimated costs (fees plus expenses) ▪ Potential outcomes from variation terms and conditions ▪ Hourly rates | 20 |
| | | Total | 100 |

APPENDIX B: STANDARD SERVICE CONTRACT

The Proponent agrees that should it be identified as a successful Proponent, it is willing to enter into negotiations to establish a Contract with Partnerships BC in accordance with the terms of Partnerships BC's Standard Service Contract (see attached).



APPENDIX C: RESPONSE DECLARATION FORM

- 1 This Response Declaration must be executed by the Proponent.
- 2 By executing this Response Declaration, the Proponent agrees to the provisions of the RFP and this Response Declaration Form.
- 3 Capitalized terms are defined in the Definitions section of this RFP

[RFP Proponent's Letterhead]

To: Partnerships BC, 300 – 707 Fort Street, Victoria BC V8W 3G3

Attention: Catherine Silman

The Proponent hereby agrees and acknowledges that:

1. Proposal

- (a) this Response Declaration Form has been duly authorized and validly executed and is binding on 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 sole and absolute discretion of the Owner, be cause for Disqualification;
- (d) its Proposal is in all respects a fair Proposal made without collusion or fraud; and
- (e) the Owner reserves the right to verify information in the Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any or all of the Proponent Team members and by submitting a Proposal, the Proponent 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 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) by submitting a Proposal, the Proponent waives any further right to amendment or clarification of any aspect of the RFP;
- (d) 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; and
- (e) the Proponent has had sufficient time to consider, and has satisfied itself as to the applicability of, the material in the RFP and any and all conditions that may in any way affect its Proposal.

PROPONENT

PROPONENT'S REPRESENTATIVE

Name of Proponent

Name of Proponent's Representative

Address

Email Address

Name of Authorized Signatory

Telephone

Title of Authorized Signatory

Telephone

Signature



Proponent Team consists of:

| Name and Title | Address | Role on Proponent Team |
|----------------|---------|------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |



APPENDIX D: TERMS OF REFERENCE

The role of the Fairness Advisor will include:

Scope:

- (a) the Fairness Advisor will report to the Chair of the Wood Innovation and Design Centre Project Board, which is composed of senior officials within the Ministry of Jobs, Tourism and Innovation, the Ministry of Advanced Education, the Ministry of Energy and Mines (Office of Housing and Construction Standards) and Partnerships BC, overseeing the Project.
- (b) the Fairness Advisor will act as an independent observer with respect to the fairness of the implementation of the Project's procurement processes.
- (c) the Fairness Advisor will provide advice to the Project team on matters of fairness.
- (d) the Fairness Advisor will be available to Project proponents to answer queries relating to fairness.
- (e) the Fairness Advisor will provide formal written reports at specific points during the Project competitive selection process as described below.
- (f) the Fairness Advisor appointment will commence April 2, 2012 and will continue until the completion of the Project competitive selection process at the end of the Project request for proposals evaluation stage. The deliverable is a written milestone report on fairness of the procurement presented to the Chair of the Wood Innovation and Design Centre Project Board, and/or the Owner's senior employee responsible for project delivery and governance, at the end of the Project request for proposals process, as well as ad hoc reports if requested or required. At the discretion of the Chair of the Wood Innovation and Design Centre Project Board, the Fairness Advisor appointment may be extended to the completion of the Financial Close stage.

It is expected that the activities of the Fairness Advisor will be self-determined but are likely to include the following and should be sufficient to enable the delivery of the reports described below:

- (a) review procurement documentation and comment on whether and the extent to which the process described may potentially cause a fairness issue.
- (b) observe and/or monitor that consideration, communications, and responses undertaken during the Project competitive selection process and are undertaken in accordance with the procurement document terms.
- (c) observe and/or monitor collaborative discussions and meetings.
- (d) assume nine (9) collaborative meetings (three meetings per proponent) in Vancouver.



- (e) collaborative meetings are usually full day events (i.e. 9:00 – 16:30)
- (f) observe and/or monitor the Project request for proposals evaluation process.
- (g) observe and/or monitor relevant (as determined by the Fairness Advisor) meetings where proponent comparisons are made and the criteria, weighting and rating systems are applied.

Reports:

The Fairness Advisor will prepare and deliver two written reports to the Chair of the Wood Innovation and Design Centre Project Board, as follows:

- (a) a first report at the completion of the selection of Proponents under the Project request for qualifications, a copy of which will be provided to the Partnerships BC Project Director; and
- (b) a second report at the completion of the selection of the final Proponent under the Project request for proposals process, a copy of which will be provided to the Partnerships BC Project Director. If, at the discretion of the Chair of the Wood Innovation and Design Centre Project, the Fairness Advisor appointment is extended to the completion of the Financial Close stage, the second report will be due at the completion of the Financial Close stage.

The Fairness Advisor's reports will be available to the public after selection of the final Proponent under the Project request for proposals process (first report), and final execution of the project agreement (second report), subject to the applicable legislative requirements (including the *Freedom of Information and Protection of Privacy Act* and regulations). The first report will be made available to Respondents prior to the issuance of the Project request for proposals.

Access to Information:

The Fairness Advisor will be:

- (a) provided full access to all information related to the Project competitive selection process as the Fairness Advisor decides is required, including documentation, personnel, premises, meetings, reports and minutes;
- (b) permitted full access to any and all meetings, telephone conferences or other events as, in the discretion of the Fairness Advisor, are appropriate; and
- (c) kept fully informed by the Partnerships BC Project Director of all documents and activities associated with the Project request for proposals process.

The contact person with the Project team, when and as needed, will be the Partnerships BC Project Director.



Enquiries:

- (a) the Project team, through the Partnerships BC Project Director, may invite the Fairness Advisor to provide comment from time to time on issues related to the evaluation process during the Project's competitive selection process. The Fairness Advisor will not provide any comment or advice on any matter other than fairness.
- (b) during the Project competitive selection process, the Project team, through the Partnerships BC Project Director, may request comment on proposed action or circumstance related to the administration of the Project procurement documents.

None of the above duties of the Fairness Advisor shall be delegated to any other Person without the written approval of the Partnerships BC Project Director.

The information obtained by the Fairness Advisor in the performance of their duties is commercially sensitive and shall at all times be treated as confidential.

**Request for Proposals
Fairness Advisor – Wood Innovation and
Design Centre Project
EVALUATION REPORT**

EVALUATION SUMMARY

| Criteria | Miller Thomson s22 | Miller Thomson (JS) |
|---|-----------------------|---------------------|
| <ul style="list-style-type: none"> ▪ Experience as a fairness advisor with a particular focus on: <ul style="list-style-type: none"> ▪ Public sector procurement ▪ Accommodations-related procurements ▪ Recent experience ▪ Experience with public sector entities <p style="text-align: right;">Score 40</p> | | |
| <ul style="list-style-type: none"> ▪ Availability of Key Individual for duration of the Contract ▪ Commitment to Project Schedule as indicated in Appendix D – Terms of Reference ▪ Overall Proposal Quality <p style="text-align: right;">Score 40</p> | NR | s22 |
| <ul style="list-style-type: none"> ▪ Fixed fee ▪ Total estimated costs (fees plus disbursements) ▪ Potential outcomes from variation terms and conditions <p style="text-align: right;">Score 20</p> | | |
| Total Score 100 | | |

Request for Proposals
Fairness Advisor – Wood Innovation and
Design Centre Project
EVALUATION WORKSHEETS

s22

(Did Not Respond to RFP)

| Criteria | |
|---|--|
| <ul style="list-style-type: none"> ▪ Experience as a fairness advisor with a particular focus on: <ul style="list-style-type: none"> ▪ Public sector procurement ▪ Accommodations-related procurements utilizing a public private partnership model ▪ Experience with public sector entities <p style="text-align: right;">Score 40</p> | |
| <ul style="list-style-type: none"> ▪ Availability of Key Individual for duration of the Contract ▪ Proposed Work Plan / Approach <p style="text-align: right;">Score 40</p> | |
| <ul style="list-style-type: none"> ▪ Fixed fee ▪ Total estimated expenses ▪ Total estimated costs (fees plus expenses) ▪ Potential outcomes from variation terms and conditions ▪ Hourly rates <p style="text-align: right;">Score 20</p> | |
| Total Score 100 | |

Proposal Strengths:

s22

Proposal Considerations:

s22

Estimated Cost =
Estimated Disbursements =

Request for Proposals
Fairness Advisor – Wood Innovation and
Design Centre Project
EVALUATION WORKSHEETS

Miller Thomson LLP

s22

| Criteria | |
|---|-----|
| <ul style="list-style-type: none"> ▪ Experience as a fairness advisor with a particular focus on: <ul style="list-style-type: none"> ▪ Public sector procurement ▪ Accommodations-related procurements utilizing a public private partnership model ▪ Experience with public sector entities <p style="text-align: right;">Score 40</p> | s22 |
| <ul style="list-style-type: none"> ▪ Availability of Key Individual for duration of the Contract ▪ Proposed Work Plan / Approach <p style="text-align: right;">Score 40</p> | |
| <ul style="list-style-type: none"> ▪ Fixed fee ▪ Total estimated expenses ▪ Total estimated costs (fees plus expenses) ▪ Potential outcomes from variation terms and conditions ▪ Hourly rates <p style="text-align: right;">Score 20</p> | |
| Total Score 100 | |

Proposal Strengths:

s22

Proposal Considerations:

s22

Estimated Cost = Fee Range s22
Estimated Disbursements = Not Provided
Hourly Rate = Not Provided

**Request for Proposals
Fairness Advisor – Wood Innovation and
Design Centre Project
EVALUATION WORKSHEETS**

Miller Thomson LLP (Jane Shackell QC)

| Criteria | |
|---|-----|
| <ul style="list-style-type: none"> ▪ Experience as a fairness advisor with a particular focus on: <ul style="list-style-type: none"> ▪ Public sector procurement ▪ Accommodations-related procurements utilizing a public private partnership model ▪ Experience with public sector entities <p style="text-align: right;">Score 40</p> | s22 |
| <ul style="list-style-type: none"> ▪ Availability of Key Individual for duration of the Contract ▪ Proposed Work Plan / Approach <p style="text-align: right;">Score 40</p> | |
| <ul style="list-style-type: none"> ▪ Fixed fee ▪ Total estimated expenses ▪ Total estimated costs (fees plus expenses) ▪ Potential outcomes from variation terms and conditions ▪ Hourly rates <p style="text-align: right;">Score 20</p> | |
| Total Score 100 | |

Proposal Strengths:

s22

Proposal Considerations:

s22

Estimated Cost = s22

Estimated Disbursements = s22

Hourly rate = s22