

Memo

Date: November 30, 2006

Subject: Request for Qualifications
Quantity Surveying Services for Partnerships British Columbia Projects
RFQ Number: 1230

Partnerships BC welcomes qualified individuals, who are interested in providing Quantity Surveying services, to submit a proposal to the above mentioned Request for Qualifications ("RFQ").

This RFQ continues to be open for submissions. Please see Section **5.4 Response Time and Response Location** for submission details.

PBC issued this RFQ for Quantity Surveying services on June 12, 2006. The purpose of this RFQ is to obtain information from suitably qualified individuals who are interested in acting as Quantity Surveyors, in relation to our projects. Based on an assessment of the Responses to this RFQ, PBC has established a List of Quantity Surveying candidates (the List), to be included in our List. The List is an open one in that any person may submit their qualifications for consideration to be added to the List at any time during the term of the List, and any person who is included on the List may submit amendments to their qualifications.

REQUEST FOR QUALIFICATIONS

Quantity Surveying Services List

for

Partnerships British Columbia and Client Ministries' Projects

Issue Date: June 12, 2006

RFQ Number: 1230

Submission Location:

Submissions to be received before the Submission Time at:

Partnerships British Columbia Inc.
2320-1111 West Georgia St.
Vancouver, B.C. V6E 4M3
Attention: Lisa Cherney

Submission Time:

Responses to be received at the above Submission Location prior to:

2:30 pm local time, July 4, 2006

Contact Person:

Lisa Cherney

Fax: (604) 660-1199

E-mail: Lisa.Cherney@partnershipsbc.ca

No telephone queries, please

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Preamble

This RFQ is being issued by Partnerships BC (“PBC”) to obtain information from suitably qualified individuals who are interested in providing quantity surveying services. It is anticipated that the information provided will be used to establish a List of Candidates which will be used to select a variety of quantity surveying services for the planning and/or procurement phases of projects contemplated by PBC and/or PBC clients. These projects may include, but are not necessarily limited to the procurement of infrastructure for health, education and transportation projects. The List will include the following categories of quantity surveying services, as defined in Section 2:

- Cost consulting,
- Mortgage monitoring,
- Value management,
- Life cycle costing, and
- Other services

These quantity surveying services maybe procured by Partnerships BC or directly by Partnerships BC’s clients.

Partnerships British Columbia Inc. (“PBC”), a company wholly owned by the Province of British Columbia reports to its shareholder, the Minister of Finance. PBC’s mandate includes assisting public sector client agencies in identifying and managing public private partnership opportunities. This includes providing specialized services, ranging from advice to project leadership/management, to government and government agencies with respect to identifying opportunities for maximizing the value of public capital assets and developing public private partnerships.

The company’s clients are public sector agencies and authorities, including ministries, Crown corporations, post-secondary institutions and health authorities. In addition, PBC’s clients include municipalities, regional districts and government entities outside of British Columbia.

PBC has used quantity surveying services in the past and expects it will continue to use these services in the future generally when it is conducting a procurement process for or with a client. The procurement processes under consideration are usually projects having as their objective the identification or selection of a private partner to build infrastructure and provide services under the terms of public private partnership agreement.

1. Establishing and Maintaining the List of Quantity Surveying Services

This Request for Qualifications (“RFQ”) asks qualified individuals, who are interested in providing quantity surveying services, to state their interest and provide the information requested in Section 5 with respect to their experience and qualifications and quantity surveying services they are prepared to provide.

PBC will review and classify the information provided in response to this RFQ, and based on that review and classification, PBC intends to establish a List of Qualified Quantity Surveying Services Candidates (the List).

The List will be arranged in a manner that identifies both categories of quantity surveying services and sectors of specialization (as defined in Section 2) in order for PBC and/or its clients to select appropriately qualified and interested individuals for specific projects.

When the review and classification process is completed and the List from this process finalized, PBC will notify respondents of the results.

PBC may, in its discretion, make the List available to a Client, in which case the selection, retention and instruction of a Candidate will be at the discretion of that Client.

The List is expected to be in place for a period of approximately two years from the Submission Time of this Request for Qualifications.

Complete information on how this List will be used is set out in Appendix A.

2. Nature of Engagements

The nature and scope of a quantity surveying engagements will vary to suit the requirements of each assignment. The scope of an engagement to provide quantity surveying services may include some or all of the services and activities set out below:

TABLE 1 - RANGE OF QUANTITY SURVEYING SERVICES

Category of services	Examples of specific services
Cost consulting	<ul style="list-style-type: none">- Feasibility studies and conceptual estimating; Project budgeting; Cost planning / cost control estimates; Assembly of tender packages- Tender review and contractor selection- Cost monitoring and reporting during design and construction- Review and negotiation of change orders and contractual claims
Mortgage monitoring	<ul style="list-style-type: none">- Review and verification of project budget- Progress draw review and recommendation for funding- Payment certification
Value management	<ul style="list-style-type: none">- Review of project program, design and cost studies- Facilitator of value management workshops- Evaluating processes and components- Preparation of recommendations
Life cycle costing	<ul style="list-style-type: none">- Life cycle costs plans- Discounted cash flows- Sensitivity analysis
Other services	<ul style="list-style-type: none">- Reserve fund studies and cost to complete reports- Property condition reports- Risk analysis- Insurance replacement cost evaluation- Project management- Project scheduling- Construction management- Construction and project cash flows;- Mediation and arbitration- Expert witness- Bills of quantities and/or materials- Material take-offs
Additional services	<ul style="list-style-type: none">- Post-completion audits- Project audits- Independent Certifier- Claims of valuation- Preparation of a public sector comparator- Costing input for procurement options- Contract drafting

PBC wishes to identify prospective providers of quantity surveying services with experience and knowledge directly relevant to the planning and implementation of public infrastructure-related projects (including infrastructure development, and operations & services) in a wide range of sectors including:

- transportation – roads, highways, railways, marine infrastructure, rapid transit, tunnels and bridges
- education – schools, colleges, universities and student residences
- health – hospitals, ambulatory care centre, long term care residences
- utilities – water, waste water, electricity generation and distribution
- corrections – courthouses, jails, youth detention centres
- other – such as recreation, policing facilities.

3. Selection Criteria for List Eligibility

Respondents will be considered for eligibility on the basis of the information presented in the Submission and in any subsequent clarifications and reference checks. Preference will be given to those who demonstrate that they meet all of the criteria set out below.

- a) Professional reputation appropriate to a credible supplier of quantity surveying services; and
- b) knowledge and experience providing quantity surveying services on infrastructure projects typically carried out by the public sector.

The evidence required to support each criteria is to be included in the Submission, as set out in the Submission Requirements.

Each Submission will be reviewed and classified in accordance with the Selection Criteria and will take into consideration:

- documents submitted in Submission to this RFQ;
- information, provided in writing, in response to questions asked by PBC; and,
- reference and other checks.

4. Submission Instructions

4.1. Submission Time and Location

Submissions are to be received before the Submission Time at the Submission Location as shown on the cover sheet of this RFQ.

Submissions are to be submitted by hand, mail or courier to the Submission Location before the Submission Time. Each Submission is to be delivered in a package or envelope clearly labelled with the “RFQ Title”, “Contact Person”, and “Submission Location” all as shown on this RFQ cover page. The name and mailing address of the Respondent should also be clearly shown.

Submissions sent by fax or email will NOT be accepted for this RFQ.

4.2. Submissions Accepted During the Term of List

The List is an open one in that any person may submit their qualifications for consideration to be added to the List at any time during the term of the List, and any person who is included on the List may submit amendments to their qualifications. PBC cannot guarantee timely review and classification of submissions received after the Submission Time. PBC may exclude Submissions received after the Submission Time from the initial review and classification.

4.3. Format

Each of the three (3) complete copies of the Submission should be in loose-leaf form and on single sided 8.5” x 11” paper. Where practical, text should be 1.5 x spaced and not smaller than 11-point typeface.

4.4. Mandatory Requirements

Each Submission must comply with the following Mandatory Requirements:

- a) Submission must be in English, and
- b) Each Submission must include a cover letter signed by the Authorized Representative.

Submissions not clearly demonstrating that they meet the Mandatory Requirements will be excluded from the review and classification process.

4.5. Submission Format and Content

For ease of review and classification, Respondents are requested to include the following elements in the sequence described and use the section numbers and titles as set out in Table 2 – Submission Format and Content.

TABLE 2 – SUBMISSION FORMAT AND CONTENT

Section.	Title	Contents
1.	Contact Information	<p>Provide the name and contact details for the Authorized Representative of the Respondent.</p> <p>Please note: The Authorized Representative of the Respondent will be the <u>only</u> contact person to receive communication from PBC regarding the RFQ.</p> <p><u>Authorized Representative:</u></p> <ol style="list-style-type: none"> 1. Name 2. Employer 3. Mailing/Courier Address 4. Telephone Number 5. Facsimile Number 6. E-mail address
2.	Experience as a QS on projects of significant scope, scale or complexity	<p>Provide a current CV for each person who would typically lead a quantity surveying assignment. Please including, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Name • Professional Experience • Professional or technical designation, if any • Education/Qualifications • Relevant experience <p>Provide as much the following information, as practicable for up to three (3) projects completed within the last three years:</p> <ul style="list-style-type: none"> • Sector of specialization, if applicable; • Relevant quantity surveyor services, if applicable – please see Table 1 Range of Quantity Surveying Services; • Project name and location (City, Province/State, Country); • Project description and current status; • Project cost; • Role of the individual including a description of their scope within the overall project, and which areas of quantity surveying experience the project applies to.
3.	Professional reputation as a credible provider of quantity surveying services.	<ol style="list-style-type: none"> 1. Client references (including client name, contact name, location, phone number, and email address) for each of the above projects References may be asked to verify the information in the Submission and attest to the Respondent's relevant professional experience. 2. List/record of professional awards or other evidence of leadership to the profession
4.	Sectors of specialization & quantity surveying services	Complete Table 3 "Areas of Specialization and Range of Quantity Surveying Services".

Respondents are asked to identify in the table below, both the “category of service” and “sectors” for which they are prepared to provide services by placing a check mark (√) in the box under the appropriate heading beside the type of service.

TABLE 3 – RANGE OF QUANTITY SURVEYING SERVICES

Category of Services: (Refer to <i>Table 1 Range of Quantity Surveying Services</i> for examples of specific services in each category)	Transportation	Education	Health	Utilities	Other
Cost Consulting					
Mortgage Monitoring					
Value Management					
Life Cycle Costing					
Other Services					
Additional Services					

4.6. Review and Classification of Submissions

Each Respondent will be classified on the basis of the information presented in the Submission and in any subsequent clarifications and reference checks.

4.7. Receipt of Complete RFQ

Respondents are responsible to ensure that they have received the complete RFQ, as listed in the Table of Contents of this RFQ. Each and every Submission is deemed to be made on the basis of the entire RFQ issued prior to the Submission Time. PBC accepts no responsibility for any Respondent lacking any information.

4.8. Receipt Confirmation Form

Respondents are advised to fill out and return the attached Receipt Confirmation Form (Appendix C). All subsequent information regarding this RFQ, including changes made to this document will be directed only to those parties who return the completed Receipt Confirmation Form.

4.9. Enquiries

All communications or enquires about this RFQ are to be directed, in writing, to the Contact Person.

**Partnerships British Columbia Inc.
2320-1111 West Georgia St.
Vancouver, B.C. V6E 4M3**

**Attention: Lisa Cherney
Fax: (604) 660-1199
E-mail: Lisa.Cherney@partnershipsbc.ca**

Deliveries of communications or enquires at the office of the Contact Person will be accepted weekdays from 8:30 a.m. to 4:30 p.m. (local time) and must clearly state "Request for Qualifications – Quantity Surveying Services – RFQ Enquiry".

All Respondents may make enquiries regarding any aspect of this RFQ through the Contact Person. Subject to the PBC's right to treat any enquiry, in its sole discretion, as confidential, enquiries may be communicated, in writing, by PBC to all Respondents.

If a Respondent requests that an enquiry be treated as confidential, PBC will either treat the enquiry and any Submission as confidential, or inform the Respondent that it will not respond to the enquiry.

Partnerships BC is not responsible for any error that may occur from submission of communications or enquiries.

4.10. Fax and Email communication

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

1. Partnerships BC does not assume any risk or responsibility or liability whatsoever to any Respondent:
 - a. for ensuring that any facsimile transmission equipment or electronic email system being operated for Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Respondent's transmission cannot be received and/or

- b. if a permitted fax or email communication or delivery is not received by Partnerships BC, or received in less than its entirety, within any time limit specified by this RFQ.
2. All permitted fax or 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, facsimile transmission equipment or electronic equipment.

4.11. Addenda

Written Addenda are the only means of amending or clarifying this RFQ. Only PBC, through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of PBC is authorized to amend or clarify this RFQ. PBC 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 RFQ before the Submission Time. PBC will make reasonable efforts to deliver each Addendum to all such interested parties. PBC makes no guarantee of timely delivery of any Addenda to any person or firm.

4.12. Revisions to RFQ Submissions prior to the Closing Time

Respondents may make changes, inclusive of withdrawal, to their Submissions ("Revisions") on the condition that each Revision:

1. Is in English;
2. Clearly indicates the Revision made, with every page numbered;
3. Is enclosed in one sealed container;
4. Is clearly marked "Revision to Quantity Surveying Services List RFQ Submission of [Respondent's name]";
5. Is submitted by hand or courier to the Submission Location; and
6. Is received before the Submission Time.

4.13. Determination of Closing Time

The calendar and clock at the Closing Location, whether accurate or not, shall govern with respect to whether Respondents' Submissions, including any amendments, have been received before the Closing Time.

4.14. Unofficial Information

Any information obtained by a Respondent from any source other than the Contact Person is not official and shall not be relied upon by a Respondent.

4.15. Submission Completeness, Verification and Additional Information

Upon receipt, all Submissions will be reviewed for completeness in accordance with the Submission Format and Content.

Any information may be independently considered or verified whether or not contained in any Submission (e.g. conducting reference, credit, or other checks).

Appendix A Use of the List

Use of the List

PBC may, in its discretion, and from time to time:

- a) use the List to identify providers of quantity surveying services with relevant expertise in connection with specific projects or distinct tasks in connection to such projects or proposed projects, or related policy development,
- b) use the List on behalf of a Client; or
- c) make the List available to a Client in connection with public private partnership projects, capital projects, proposed projects, distinct tasks in connection with projects, or related policy development. If the List is provided to a client, the use, if any, of the List and the selection, retention and instruction of Candidates in association with specific projects will be at the discretion of the Client.

There is no obligation whatsoever on PBC or the Client to:

- a) contact any one or more Candidates on the List; or
- b) to consider or invite any one or more Candidates to enter into any Contracts.

PBC may, in its sole discretion, and from time to time:

- a) extend the period during which the List is valid;
- b) invite additional Candidates to submit their materials for consideration of being added to the List;
- c) request or permit one or more Candidates to submit additional information, including updated experience, availability and fee information;
- d) update the List at any time by adding new Candidates and removing Candidates from the List;
- e) update the List based on revised eligibility criteria; and
- f) categorize Candidates on the basis of their stated areas of expertise.

Each of PBC and the Client shall have the right, at its discretion, to:

- a) invite any or all of the Candidates on the List to participate in selection processes for one or more Contracts;
- b) develop and implement processes and criteria for identifying, classifying, selecting, retaining and removing Candidates from the List;
- c) develop shortlists of Candidates in connection with specific tasks and projects and invite the shortlisted Candidates to be considered for one or more Contracts in connection with the tasks and projects;

- d) select Candidates to enter into one or more Contracts directly from the List; in accordance with the relevant Financial Policies;
- e) not engage any Candidates in connection with a project or task;
- f) not utilize the List in any way whatsoever, including without limitation, by not selecting any Candidates to enter into, or by not inviting any Candidates to compete for any one or more Contracts;
- g) employ other means or mechanisms to identify prospective quantity surveying services external to the List or otherwise engage quantity surveying services external to the List, in connection with any public private partnership project, capital project, proposed project, distinct tasks in connection with projects, or related policy development.; or
- h) screen Candidates for conflicts of interest or other relationships that require them to commit to strict confidentiality obligations.

PBC, in establishing and maintaining the List and the information contained in the List, in classifying Candidates on the List, in distributing or giving access to the List as contemplated in this RFQ, and in permitting the Client to utilize and give access to the List to others, is neither intending to, nor endorsing, recommending or otherwise making any representation, express or implies as to the List, the information (including its accuracy or completeness) contained in the List, the suitability of Candidates classified on the List, or the use that may be made of the List or the information the List, the information contained in the List, or the classification of any or all Candidates on the List must not be held out as an endorsement, recommendation, or representation whatsoever, express or implied by PBC.

Candidates named to the List will be required to promptly notify the Contact Person in writing of any material changes to the information contained in their Submission. PBC may, but will not be obligated to, update the List, at any time, in its discretion, to reflect such changes.

The following conditions will apply regarding changes to the Respondent after the Submission Time.

- a) If any Candidate wishes to make any addition, deletion, or other change to their Submission, the Candidate will notify the Contact Person as to the proposed change in writing.
- b) Any proposed change may be disallowed.

Appendix B Definitions

Definitions

In this RFQ:

Addenda or Addendum means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ;

Authorized Representative means the person(s) or firm(s) having the authority to legally bind the Respondent;

Candidate means any respondent who is included in the List of Quantity Surveying Services Candidates;

Claim means any claim, demand, liability, damage, loss, suite, action, or cause of action and all costs and expenses relation thereto;

Client means the Province of British Columbia, a Public Sector Agency, a municipality, regional district or other public sector entity which has engaged, or proposes to engage, PBC;

Contact Person means the person identified as such on the RFQ cover page;

Contract means a written contract executed by a Candidate, and by PBC or a Client as the case may be, for the performance of quantity surveying services, or other similar services;

List of Quantity Surveying Services Candidates or **List** means the list of Respondents, prepared and maintained by PBC, who have satisfied the review and classification committee that they possess the qualifications described in this RFQ for being added to, and staying on, that list;

Mandatory Requirements means the requirements identified in Section 4.6;

Partnerships BC or **PBC** means Partnerships British Columbia Inc.;

Public Sector Agency means a government body as defined in the Financial Administration Act R.S.B.C. 1996, c.138, including taxpayer-supported and commercial Crown corporations and their subsidiaries, and local agencies such as school districts, health authorities, universities and colleges;

Quantity Surveying Services Candidate means a person who has satisfied the conditions for being added to, and staying on, the List of quantity surveying service providers, and has been added to the List by PBC;

Receipt Confirmation Form refers to the form in Appendix C;

Request for Qualifications or RFQ means this document, and any appendices attached to it, as they may be amended from time to time by PBC;

Respondent means an individual who submits a Submission to this RFQ;

Submission means the formal submission by a Respondent in response to this RFQ and is the statement of information that substantially complies with the form and content requirements of this RFQ;

Submission Time means the time and date indicated as such on the RFQ cover page;

Submission Location means the location identified as such on the RFQ cover page.

Appendix C Receipt Confirmation Form

RECEIPT CONFIRMATION FORM
Request for Qualifications – Quantity Surveyors

RFQ # 1230

For any further distributed information about this RFQ,
return this form as soon as possible to:

Attention: Lisa Cherney

MAIL ONLY:	COURIER/BY HAND:
Partnerships British Columbia Inc., 2320 - 1111 West Georgia St. Vancouver, B.C. V6E 4M3 Attention: Lisa Cherney	Partnerships British Columbia Inc., 2320-1111 West Georgia St. Vancouver, B.C. V6E 4M3 Attention: Lisa Cherney

Fax: (604) 660-1199

COMPANY: _____

MAILING ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

FAX NUMBER: (____) _____

PHONE NUMBER: (____) _____

E-MAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE:

Unless it can be sent by fax or email, please send any further correspondence about this RFQ by:

Courier Collect: Courier Name and Account No. _____

SIGNATURE: _____ **TITLE:** _____

Appendix D RFQ Terms and Conditions

RFQ Terms and Conditions

D.1 Eligibility

Any interested party, or parties, may make a Submission in response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities.

D.2 No Contract

This RFQ does not constitute an offer to enter into a contract with any party and no contract of any kind is formed under, or arises from, this RFQ.

D.3 Respondents' Expenses

Each Respondent is solely responsible for all costs it incurs in preparing a Submission, including costs of providing information requested by Partnerships BC and for subsequent negotiations or competitions arising from, or in connection with, a Contract, if any.

There will be no liability on the part of PBC to any Respondent for any claims, including without limitation, for costs, damages, or loss of anticipated profit, incurred by the Respondent arising from, or in connection with, preparing the Submission, this RFQ, or any other matter whatsoever.

D.4 Limitation of Damages

Each Respondent by submitting a Submission, agrees that:

1. in the event any or all Submissions are rejected, or this RFQ is modified, suspended or cancelled for any reason, neither PBC nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Submission, loss of anticipated profits, loss of opportunity or for any other matter;
2. the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, in the event that the Respondent is rejected or is not successful in this RFQ or for any other reason; and
3. with respect to circumstances not listed in the foregoing subsection 1 and 2, the Respondent will not make any Claim against PBC or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Submission for any matter relating to the RFQ process.

D.5 Reservation of Rights

Partnerships BC reserves the right, in its sole and absolute discretion, to:

1. amend the scope of work, modify, cancel or suspend this RFQ process or any or all stages, at any time for any reason;
2. require clarification of a Submission or additional information;
3. accept or reject any Submission based on the review and classification criteria as determined in the sole and absolute discretion of Partnerships BC;
4. not accept any or all Submissions;
5. reject or disqualify all or any Submission without any obligation, compensation or reimbursement to any Respondent or any of its team members;
6. re-advertise for new Submissions, call for tenders, or enter into negotiations for work of a similar nature;
7. make any changes to the terms of the business opportunity described in this RFQ; or
8. extend, from time to time, any date, time period or deadline provided in this RFQ, upon written notice to all Respondents.

Under no circumstances, including the cancellation of this RFQ and/or the decision not to proceed with the RFQ process, will Partnerships BC be liable for any costs incurred by Respondents.

D.6 FOIPPA

All documents, including Submissions, submitted to PBC become the property of PBC. Documents will be received and held in confidence by PBC, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

All documents and other records in the custody of or under the control of Partnerships BC are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in Submission to this RFQ will be considered confidential however such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation. FOIPPA can be accessed as follows:

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

D.7 Disclosure and Transparency

1. Partnerships BC is committed to an open and transparent process, while understanding the Respondents' need for protection of confidential commercial information. To assist Partnerships BC in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.
2. Partnerships BC expects to disclose the following information: the RFQ document, the number of Respondents, and the name of short-listed Respondents.
3. To ensure that all public information generated about this RFQ process is fair and accurate and will not inadvertently or otherwise influence the outcome of this RFQ, all public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of Partnerships BC.
4. Respondents will notify Partnerships BC of requests for information or interviews from the media.

D.8 Confidentiality of Information

Information pertaining to PBC or a Client obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from PBC or the Client (as applicable).

D.9 Right to Verify and Conduct Background Investigations

Partnerships BC reserves the right to verify any and all information regarding a Respondent, whether contained in the Submission or not, and to conduct any background investigations that it considers necessary in the course of this Request for Qualifications. By submitting a Submission, a Respondent will authorize Partnerships BC to conduct such searches, enquiries, and investigations.

D.10 No Lobbying

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Request for Qualification, or otherwise attempt to influence the outcome of this Request for Qualifications. In the event of any such lobbying or communications, Partnerships BC, at its sole and absolute discretion, may at any time, but not be required to, reject any Submission by that Respondent without further consideration, and either terminate that Respondent's right to continue participating in the Request for Qualifications stage, or impose such conditions on that Respondent's continued participation in the quantity surveyor List as Partnerships BC, at its sole discretion, may consider in the public interest or otherwise appropriate.

D.11 Notification of Success

A written notice to the Authorized Representative, as identified in completed Appendix C – Receipt Confirmation Form, is the only valid form of notification of success at this RFQ stage.

D.12 No Obligation to Accept

Partnerships BC is not obligated to accept a Submission where, at the sole and absolute discretion of Partnerships BC:

- 1) Background investigations
 - a) reveal any false statements in the Submission;
 - b) reveal any criminal affiliations or activities by the Respondent and such affiliations or activities would, in the sole opinion of the owner, interfere with the integrity of the List;
- 2) It does not comply with the requirements of this RFQ unless it can be remedied or clarified under section 4.6; or
- 3) It includes a false or misleading statement, claim or information.

D.13 Definitions

All capitalized terms used in the RFQ or any appendix, which are not otherwise defined, have the meaning ascribed to them in Appendix B of the RFQ.

D.14 Determination of Closing Time

The calendar and clock at the Closing Location, whether accurate or not, shall govern with respect to whether Respondents' Submissions, including any amendments, have been received before the Closing Time.

D.15 Form of Contract

It is anticipated that any Candidate retained by PBC will be paid a negotiated fee with allowable expenses. Any Contract between a Candidate and PBC will be substantially similar to the terms and conditions of the standard Partnerships British Columbia Service Contract (General). Copies of the Contracts are available on request from the Contact Person.

The basis of compensation and form of contract between a Candidate and a Client will be as negotiated between the parties.

D.16 Withdrawal from the List

Any quantity surveyor Candidate may withdraw its name from the List of quantity surveyors at any time.

D.17 Modification of Terms

PBC reserves the right to modify the terms of this RFQ at any time in its discretion. This includes the right to cancel this RFQ or the List of quantity surveyors at any time without entering into any Contracts.

D.18 No Collusion

Each Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud.

D.19 RFQ Process

Notwithstanding any provision of this RFQ, the PBC may for any reason whatsoever in its sole discretion:

- (a) change the dates, schedule, deadline, Closing Date, Closing Location, process, and requirements described in this RFQ,
- (b) reject, disqualify or refuse to evaluate any or all of the Submissions,
- (c) change the limits and scope of the List,
- (d) suspend, postpone or cancel the List, or
- (e) elect not to proceed with the List;

without incurring any obligation or any liability for reimbursement, costs or damages incurred by any Respondent or any person.

D.20 No Unauthorized Contact

Any information obtained by a Respondent from any source other than the Contact Person with regard to the content, intent or interpretation of this RFQ is not official, may be inaccurate, and should not be relied on in any way, by any person or firm, for any purpose.