



Request for Proposals
Fairness Advisory Services for
Corner Brook Long Term Care Project

RFP Reference Number: 10136
Project Number: 481615001
Issue Date: January 24, 2017
Submission Date and Time: As per Tender Advertisement
Submission Location: Deputy Minister
C/O Tendering and Contracts
Department of Transportation and Work
Ground Floor, Confederation Building, East Block,
PO Box 8700, St. John's, NL A1B 4J6
Contact Person: Steven Forward, P. Eng
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1 INTRODUCTION

Capitalized terms used in this Request for Proposals (“**RFP**”) are defined in Section 9 of the RFP, or in the section of the RFP in which they are first used.

1.1 Purpose

The Government of Newfoundland and Labrador represented by the Department of Health and Community Services, the Department of Transportation and Works and agencies of the government including the Western Regional Health Authority (collectively the “**Owner**”) is issuing this Request for Proposals (“**RFP**”) to solicit proposals for professional services to provide fairness advisory services (the “**Services**”) throughout the Competitive Selection Process for the Corner Brook Long Term Care Project (the “**Project**”) as described in section 6 of this RFP. The Services required are further described in Appendix B – Scope of Services.

1.2 Nature of the Work

In agreeing to take on the role of Fairness Advisor for the Project, the Fairness Advisor and its firm will not, and its potential affiliates may not, be eligible to provide services or advice, directly or indirectly, to any potential bidder in relation to the Project. Refer to Section 8.8 of this RFP.

1.3 Role of the 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 qualifications and 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 the Project proponents (“**Project 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 B – Scope of Services.

1.4 Project Schedule

The preliminary project schedule is provided in Table 3 below.

Table 3: Project Schedule

Milestone	Date
Issue Project RFQ	January 20, 2017
Submission Time for Project RFQ	February 20, 2017
Announce Project Proponents	March / April 2017
Issue Project RFP and Draft Project Agreement	March / April 2017
Submission Time for Project RFP	Summer 2017
Select Preferred Project Proponent	Summer 2017
Financial Close	Summer / Fall 2017

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

1.5 Project Location and Travel Expenses

The project team is located in St. John's, NL. Travel to participate in meetings or events held in St. John's will not be reimbursed. Travel expenses outside of St. John's will be subject to prior approval and must be in accordance with Government of Newfoundland Labrador policy.

2 INFORMATION REGARDING THE RFP PROCESS

2.1 General

- 2.1.1 This RFP competition is open to any legal person, firm, or joint venture that has the following general qualifications which shall be considered in the evaluation process.
- 2.1.2 Sub-consultants are permissible, but any and all Sub-consultants must be identified in the Proposal and may not be changed during completion of this commission without the written approval of the Owner.

Sub-contracting to any firm or individual who's current or past corporate or other interests may, as determined by the Owner, 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.
- 2.1.3 Proposals will be evaluated in accordance with Section 4.2.
- 2.1.4 By submission of a Proposal, the Proponent agrees that should its Proposal be selected the Owner will, have the option to proceed with an award based on the proposal submitted, or to enter into negotiations with the Proponent. In either case, the Proponent

agrees to enter into a Contract with the Owner which shall include substantially the same terms and conditions as referenced in this RFP including those attached in Appendix B – Scope of Services.

- 2.1.5 The Owner shall not be bound or obligated in any manner, contractual or otherwise to any Proponent until a Contract has been duly executed.

2.2 Amendments and Cancellation

- 2.2.1 The Owner may without liability, cost or penalty, amend, supplement or cancel the RFP documents by way of Addenda. No other statement, whether oral or written, made by the Owner, will amend the RFP documents. Proponents shall not rely on any information or instructions from the Owner except the RFP documents and any issued Addenda.

2.3 Confidentiality and Disclosure of Proponent Information

- 2.3.1 The Owner is subject to the Newfoundland and Labrador *Access to Information and Protection of Privacy Act, 2015* (“**ATIPPA**”), which gives people a right of access to records in the custody or control of the Owner, with certain exceptions.
- 2.3.2 Subject to ATIPPA and except as provided otherwise in this RFP or as required by law, the Owner shall treat the Proponent’s Proposal and information gathered in interviews carried out as part of this RFP process as confidential.
- 2.3.3 The Proponent shall not require the Owner or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP process.
- 2.3.4 The Proponent, by submitting its Proposal, agrees that the Owner may disclose to other Proponents and the public:
- (a) the name and address of the Proponents;
 - (b) the price or rates of the successful Proponent; and
 - (c) the name and address of the successful Proponent.
- 2.3.5 The Owner may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf the Owner and the Owner may:
- (a) make copies of the Proposal; and
 - (b) retain the Proposal.

2.4 Confidentiality of Owner Supplied Information

- 2.4.1 The Proponents acknowledge and agree that all material, data, information (oral or written), or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Owner that the Proponents acquired during the RFP process,
- (a) shall remain the sole property of the Owner and the Proponents shall treat it as confidential;
 - (b) shall not be used by the Proponent for any other purpose other than submitting a Proposal in response to this RFP;
 - (c) shall not be disclosed by the prospective Proponent or Proponents to any person who is not involved in the Proponent's preparation of its Proposal without prior written authorization from the Owner; and
 - (d) if requested by the Owner, shall be returned to the Owner no later than 10 calendar days after the request by the Owner to return the RFP information.

3 RFP DOCUMENTS

- 3.1 The following documents are attached to and form part of this RFP:
- 1. Appendix A – Submission Guidelines and Evaluation Criteria
 - 2. Appendix B – Scope of Services
- 3.2 The RFP documents shall be read as a whole. The Appendices and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

4 INSTRUCTIONS TO PROPONENTS

4.1 Submission Requirements

- 4.1.1 The Proposal response shall consist of two components:
- (a) The professional services component (see Section 5.1 for content requirements); and
 - (b) The cost component (see Section 5.2 for content requirements).
- 4.1.2 The professional services component shall be submitted in one hard copy in a sealed envelope or package clearly marked "Professional Services Submission: Fairness Advisory Services for Corner Brook Long Term Care Project".

- 4.1.3 The cost component shall be submitted as an original only in a separate sealed envelope, clearly marked as “Cost Submission: Fairness Advisory Services for Corner Brook Long Term Care Project”.
- 4.1.4 The Proposal response may include pre-printed literature about the Proponent. The Proponents shall place any and all pre-printed material into a separate volume which shall be submitted in the same envelope as the professional services component. Pre-printed material about the Proponents will not be evaluated by the Evaluation Committee and will only be accepted as supplementary reference material.
- 4.1.5 All Proposals should be on 8 ½ inch x 11-inch format paper printed on both sides. The professional services component of the Proposal shall be limited to maximum of ten (10) pages and should not include pre-printed material.
- 4.1.6 The Proponent shall place both the professional services submission envelope and the cost submission envelope in an outer envelope or package clearly marked “RFP Response: Fairness Advisory Services for Corner Brook Long Term Care Project”, addressed to:
- Deputy Minister
Department of Transportation and Works
C/O Tendering and Contracts
Ground Floor, Confederation Building, East Block
PO Box 8700, St. John's, NL A1B 4J6
- 4.1.7 Proposals must be received at the address above no later than the Submission Date and Time.
- 4.1.8 Proposal(s) received and not conforming to Items 4.1.1 to 4.1.5 will be returned to the Proponent(s), without consideration.
- 4.1.9 Proposals received via facsimile machine or e-mail will not be accepted.
- 4.1.10 All prices quoted in the Proposal are to be in Canadian funds and are to show all applicable taxes.
- 4.1.11 Proposals must be based on Section 4 Instructions to Proponents, Section 5 Proposal Content and Section 7 Scope of Services in this RFP.
- 4.1.12 Proposals must clearly show the complete company name and the name and telephone number of the contact person (the “**Proponent Representative**”) for the Proponent.

- 4.1.13 Proponents are solely responsible for any costs or expenses related to the preparation and submission of Proposals, including costs associated with attendance at meetings or interviews requested by the Owner.
- 4.1.14 After the closing date and time, all Proposals received by the Owner become the property of the Owner.
- 4.1.15 The Fairness Advisor's Proposal must remain valid for a period of 60 days after the date of closing.
- 4.1.16 The laws of the Province of Newfoundland and Labrador shall govern this Proposal and any subsequent contract resulting from this Proposal.

4.2 Advisor Selection Process

- 4.2.1 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 Fairness Advisor should be prepared to start the Assignment immediately upon appointment. Table 1 below outlines the anticipated milestones and award of this Assignment.

Table 1: Advisor Selection Schedule

Anticipated Milestones	Date
Issue RFP for Fairness Advisory Services	January 24, 2017
Submissions Due	February 2, 2017

- 4.2.2 An Evaluation Committee, made up of representatives from the Owner will review and evaluate the Proposal submissions. Based on the results of the evaluation, the Evaluation Committee will rank Proposals in accordance with 4.2.4, and make a recommendation to the Owner to either proceed with an award based on the proposal submitted, or to enter into detailed negotiations with the highest ranked Proponent.
- 4.2.3 The Evaluation Committee reserves the right to accept any or none of the Proposals submitted. Detailed information on the form and content of submissions is included in Appendix A – Submission Guidelines and Evaluation Criteria.
- 4.2.4 The intention is to select the Proponent that offers the best overall value to the Owner, as determined by the Owner in its sole, absolute and unfettered discretion, taking into consideration the Evaluation Criteria set out in Appendix A – Submission Guidelines and Evaluation Criteria.

- 4.2.5 The Owner is not bound to accept the lowest price, highest ranking, or any proposal of those submitted.
- 4.2.6 The Owner reserves the right to negotiate all or portions of the Proposal with the recommended Proponent prior to signing a contract for the execution of the Services. The Province reserves the right to negotiate pricing, value added and other savings opportunities with the highest ranked Proponent at time of award and throughout the duration of the contract.

4.3 Inquiries

- 4.3.1 All communications or enquiries about this RFP should be sent by email to the Contact Person as noted on the cover page of this RFP. No phone call enquiries will be accepted.
- 4.3.2 Communications or enquiries to the Contact Person should clearly state “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.
- 4.3.3 The Owner may, in its sole and absolute discretion, if determined by the Owner that the inquiry and subsequent response make a material impact on the intent or interpretation of the RFP documents, the Owner will issue an Addendum to address an item(s) or matter submitted as a question together with the response.
- 4.3.4 Any verbal representations, promises, statements or advice made by employees of the Owner other than that provided in writing through the Contact Person noted above shall not be relied upon.

5 PROPOSAL CONTENT

To assist with the evaluation process, Proposals shall be submitted in accordance with the following basic sections. Proponents may add sub-sections within this basic outline to suit the particulars of their Proposal.

5.1 Professional Services Component

5.1.1 Table of Contents

Proposals shall include a table of contents properly indicating the section and page numbers of the information included.

5.1.2 Executive Summary

Responses shall include an abstract of no more than one page on the information presented in the Proposal and the Proponent's unique qualifications and services.

5.1.3 Background, Experience & Capabilities

Background Information

- Provide general information on the Proponent and/or the Proponent's team, including a brief history of the firm(s), number of years in business and relevant past projects.

Team members

- Provide a complete list of key members on the Proponent and/or the Proponent's team complete with their role, competencies and past relevant experience. CVs should be included as an appendix.

Organizational Chart

- The chart should indicate the names of the individuals to be involved in the major tasks of this assignment and reporting relationships.

References

- The Proposal shall include named references from at least [two] clients or previous clients of the Proponent for relevant past experience.

5.1.4 Work Plan

Provide a description of the proposed work plan and the process to be used to carry out this contract.

5.2 Cost Component

5.2.1 Provide a detailed cost submission that includes:

- Daily per diem rate for observing and monitoring; the RFQ and RFP evaluation process, collaborative meetings and discussions, Owner/Proponent meetings
- Lump Sum Fee (inclusive of all reimbursable expenses) to prepare and delivery the two written reports as described below.

Proponents may include for consideration a fixed or capped fee proposal for all or any part of the Services.

5.2.2 The Proposal should also include hourly rates for any Additional Services requested.

6 PROJECT BACKGROUND

6.1 Corner Brook Long Term Care Project

Long term care facilities provide residential care and accommodations to individuals with high care needs who require on-site professional nursing services (Level III or Level IV clients). Not unlike other jurisdictions, this province's aging population is placing increased demand on the need for long term care beds. Increasing the long term care bed capacity in Western Newfoundland will not only help to alleviate some of the current challenges experienced by individuals in securing a long term care bed placement, but will also address some of the pressures on the acute care system.

7 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 Fairness Advisor will be required to enter into a confidentiality agreement which will survive the completion or termination of the Contract.

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

The Owner shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Owner of any Proposal, or by reason of any delay in acceptance of a Proposal, or due to cancellation of the RFP. In addition, 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 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 (a) and (b), 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.

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 Evaluation Committee;
- (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, if applicable, its delegate or its firm;
- (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 become the property of the Owner. They will be received and held in confidence, subject to the provisions of ATIPPA, 2015.

7.6 Access to Information and Protection of Privacy Act, 2015

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

The ATIPPA can be accessed as follows: <http://www.atipp.gov.nl.ca>

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:

- (a) will restrict the Proponent's and the Proponent's firm's future involvement with teams; and
- (b) may restrict the Proponent's potential affiliates' 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 must, within (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 7.3 of this RFP; and
- (c) The laws of Newfoundland and Labrador 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 (other than the Contact Person), 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 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.

8 DEFINITIONS

“**Access to Information and Protection of Privacy Act**” or “**ATIPPA**” has the meaning set out in Section 2.3.

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

“**Additional Services**” has the meaning set out in Part 1 of Appendix B – Terms of Reference.

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

“**Assignment**” means the provision of fairness advisory services as described in this RFP document.

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

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

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

“**Contract**” means the written contract executed by the Owner for the performance of fairness advisory services.

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

“**Evaluation Committee**” means the team of representatives of the Owner formed to evaluate the Proposal submission in accordance with Section 4.2.2.

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

“**Fairness Advisor**” means the individual providing the fairness advisory services pursuant to the Contract.

“**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.

“**Owner**” means the authority, the Government of Newfoundland and Labrador represented by the Department of Health and Community Services, the Department of Transportation and Works and agencies of the government including the Western Regional Health Authority.

“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.

“Project” means the design, construction, financing and maintenance of the Corner Brook Long Term Care Facility.

“Project Proponent” means the participants in the competitive selection process for the design, construction, financing and maintenance of the Corner Brook Long Term Care Facility.

“Proponent” means any individual that made a response to this RFP.

“Proponent Representative” has the meaning set out in Section 4.1.10.

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

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

“Services” means the performance of all services set out in Appendix B or otherwise required pursuant to this Contract.

“Sub-consultant” means any sub-consultant engaged by the Fairness Advisor in connection with the provision of the Services.

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

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

APPENDIX A:
SUBMISSION GUIDELINES AND
EVALUATION CRITERIA

Submission Requirements:

Proposals are to be submitted the following form:

Hard Copy – One (1) copy

Electronic Copy – The proponent must also submit one (1) electronic copy in MS Word or PDF format on a USB memory stick.

Each Proposal should:

- (a) include the Proponent's name, phone number, email address and a return address;
- (b) be concise and not longer than five (5) pages in length, excluding resumes, which may be attached as an appendix.
- (c) be addressed to the Contact Person;
- (d) be clearly identified on the package as "RFP Response: Fairness Advisory Services for Corner Brook Long Term Care Project" and
- (e) respond to the Proposal Content contained in Section 5 and the Terms of Reference listed in Appendix B – Terms of Reference.

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

Evaluation Criteria:

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

Table 4: Content and Evaluation Criteria

Table of Contents	Evaluation Criteria	Maximum Score
Background, Experience & Capabilities	<ul style="list-style-type: none">▪ Experience and capacity of the Proponent and its proposed resources to meet the requirements of this RFP.▪ Experience in providing fairness advisory consulting services directly related to procurement of major infrastructure projects, specifically Design-Build-Finance-Maintain and Design-Build projects.	▪ 30
Work Plan	<ul style="list-style-type: none">▪ Proponent's proposed approach, work plan and methodologies.▪ Demonstration of understanding the role of the Fairness Advisor	▪ 20
Costs and Remuneration	<ul style="list-style-type: none">▪ Proponent's overall fee proposal▪ Daily per diem rate▪ Any proposal to cap or fix fees for the Services or an element of the Services▪ Rates for any Additional Services	▪ 50

APPENDIX B

SCOPE OF SERVICES

1. Scope of Fairness Advisor Duties

The role of the Fairness Advisor will include:

Scope of Services:

- (a) the Fairness Advisor will report to the Corner Brook Long Term Care Project Steering Committee, which is composed of senior officials within the responsible authority, the Department of Health and Community Services, the Department of Transportation and Work, 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 competitive selection process;
- (c) the Fairness Advisor will provide advice to each Project team on matters of fairness as may be requested by the Project team from time to time;
- (d) the Fairness Advisor will be available to the Project respondents and 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; and
- (f) the Fairness Advisor appointment will commence immediately and will continue through the Project competitive selection process at the end of the Project Request for Proposals evaluation stage 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 considerations, communications, and responses undertaken during the Project competitive selection process are undertaken in accordance with the procurement document terms;
- (c) observe and/or monitor collaborative discussions and meetings.;

- (d) observe and/or monitor the Project Request for Qualification and Request for Proposals evaluation processes;
- (e) observe and/or monitor relevant (as determined by the Fairness Advisor) meetings where Project Proponent considerations and 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 Corner Brook Long Term Care Project Steering Committee, as follows:

- (a) A first report at the completion of the selection of the shortlisted Project Proponents under the Project Request for Qualifications process, a copy of which will be provided to the Owner; and
- (b) A second report will be due at the completion of the Financial Close stage, a copy of which will be provided to the Owner.

The Fairness Advisor may prepare ad hoc reports if requested or required.

The Fairness Advisor's reports will be available to the public after selection of the shortlist of the Project Proponents under the Project Request for Qualifications 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 is intended to be made available to the Project Proponents prior to the issuance of the Project Request for Proposals.

Access to Information:

The Fairness Advisor will be:

- (a) provided full access to all of the Owner's 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 Owner of all documents and activities associated with the Project Request for Proposals processes.

The contact person with the Project team, when and as needed, will be the Contact Person as described in this RFP or such other individual as the Owner will specify.

Enquiries:

- (a) The Owner, may invite the Fairness Advisor to provide comment from time to time on issues related to the evaluation process during the Project competitive selection process. The Fairness Advisor will not provide any comment or advice on any matter other than fairness of the competitive selection process.
- (b) During the Project competitive selection process the Owner may request comment on proposed action or circumstance related to the administration of the Project Request for Qualifications and the Project Request for Proposals.

In agreeing to take on the role of Fairness Advisor for the Project, the Fairness Advisor acknowledges that they and their firm and potential affiliates may not provide services, directly or indirectly, to any potential bidder in relation to the Project.

None of the above duties of the Fairness Advisor may be delegated without the prior written approval of the Owner and then only to the person(s) identified as a delegate. No delegation, whether consented to or not will relieve the Fairness Advisor of their obligations under the Contract.

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.

2. Term of the Appointment:

The appointment will commence immediately upon award and will continue until the completion of the Services, including any Additional Services.