



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: PRE-QUALIFICATION OF CONSULTANT SERVICES:
MARKET ANALYSIS AND FEASIBILITY STUDY

Reference No.: 1220-050-2024-007

(General Services)

Issue Date: February 15, 2024

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1. INTRODUCTION

1.1 Purpose

The purpose of this Request For Expressions of Interest and Statements of Qualifications (the “**RFEOI/SOQ**”) is to:

- (a) invite submissions (each a “**Submission**”) from interested and qualified parties (each a “**Respondent**”) indicating their interest in and qualifications to undertake a market analysis and feasibility study (the “**Services**”) for the development of a mixed-use entertainment facility in the City Centre (the “**Facility**”).
- (b) identify and select a shortlist of Respondents to be available to participate in a subsequent procurement phase (the “**Request For Proposals**” or “**RFP**”) for the Services, which the City of Surrey (the “**City**”), in its sole discretion, may elect to undertake.

The City wishes to ultimately select a qualified consultant (the “**Consultant**”) to assume the responsibility for the complete market analysis and feasibility study of the Facility.

1.2 Eligibility

The RFEOI/SOQ is open to any interested party, including teams composed of individuals and/or firms.

1.3 Prequalification Process

This RFEOI/SOQ is not an invitation to bid. This RFEOI/SOQ is a general invitation intended to identify a shortlist of qualified consultants to be available to participate in a potential future RFP for the Services.

The City anticipates selecting a shortlist of three Respondents, although it reserves the right to select more or fewer at its sole discretion. While the City anticipates issuing an RFP as the next stage of procurement, the City reserves the right to select the successful finalist from the Respondents who submit Submissions under this RFEOI/SOQ and, without issuing the RFP, invite such finalist to enter into negotiations with the City to settle a Professional Services Agreement (as defined below).

The City intends that only those entities that respond to this RFEOI/SOQ and are shortlisted in accordance with the requirements of this RFEOI/SOQ will have the opportunity to participate further in this procurement for the Services.

1.4 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) “**BC Bid Website**” means www.bcbid.gov.bc.ca;
- (b) “**City**” means the City of Surrey;
- (c) “**City Representative**” has the meaning set out in Section 3.4;
- (d) “**City Website**” means www.surrey.ca;
- (e) “**Consultant**” has the meaning set out in Section 1.1;
- (f) “**Date**” has the meaning set out in Section 3.3;
- (g) “**Evaluation Team**” means the team appointed by the City;
- (h) “**Information Meeting**” has the meaning set out in Section 3.2;
- (i) “**Preferred Respondent(s)**” means the Respondent(s) selected by the Evaluation Team;
- (j) “**Respondent**” means an entity that submits a Submission in response to the RFEOI/SOQ;
- (k) “**RFEOI/SOQ**” means this Request for Expressions of Interest and Statements of Qualifications;
- (l) “**Services**” has the meaning set out in Section 2; and
- (m) “**Submission**” means a submission submitted in response to this RFEOI/SOQ.

2. THE SERVICES

2.1 Services

The City is seeking to retain the services of a consultant to undertake a market analysis and feasibility study (collectively the “**Services**”) for the development of a mixed-use entertainment facility in the City Centre (the “**Facility**”).

It is anticipated that this will be a three-stage study, with Stage 1 focused on developing a market understanding of the potential of such a facility located in the City Centre, including defining the type of Facility, optimal size of the Facility, the estimated number of events per year and the broader economic and other benefits such a Facility would have on the community. Upon completion of Stage 1 and confirmation that the initiative is worthwhile pursuing, Stage 2 of the Services will be initiated. Stage 2 will develop an outline space program for the facility based on the range of event activities identified in Stage 1. This

space program will then be used as the basis to generate order of magnitude capital costs for the Facility as well as an indicative annual operating budget.

Using the outcomes from Stage 1 and Stage 2 and other assumptions, Stage 3 will estimate the capital contribution(s) that the City would need to provide to a Proponent, if any, to deliver the proposed Facility through a public-private partnership (P3) model.

2.2 Project Background / Purpose

Surrey City Centre is undergoing a bold transformation from a suburban town centre to a new, walkable, high density, transit-oriented downtown for the South of the Fraser area of Metro Vancouver.

Surrey City Centre is the Fraser Valley's metropolitan centre, connected to major regional destinations by rapid transit and a safer finer grained road network designed to support walking, cycling and transit. It will be a centre for major employment, services, higher-density housing, commercial, cultural, entertainment and institutional activity. City Centre is home to a diverse population, including new immigrants & established residents, university students, young professionals, families, and seniors. It is also the home to three expanding university campuses providing a diverse and unique array of post-secondary opportunities.

The City Centre plan area is in North Surrey where three major transit corridors come together: King George Boulevard, Fraser Highway and 104 Avenue. It encompasses approximately 570 hectares, making it comparable in size to Vancouver's downtown peninsula (excluding Stanley Park). The boundaries extend from approximately 93A Avenue in the south to 112 Avenue in the north, and from 132nd Street to 140th Street, west to east.

To advance and accelerate this vision, the City of Surrey is considering developing a Facility in the City Centre that will become a significant draw to the area and will generate meaningful activity and vitality to the broader downtown and serve as an important entertainment facility allows citizens of Surrey and the region to have a close to home entertainment options.

2.3 Project Objectives / Desired Outcomes

The City intends to proceed with the implementation of the Services in three stages. The successful Proponent will, as the Consultant, be invited to enter into a professional services agreement (the "**Professional Services Agreement**") to undertake the Services that will include:

(a) Stage 1 – Market Analysis and Facility Definition-

In Stage 1, the successful Proponent is to complete their studies and analysis outlined below for two types of facility:

- Option 1 – A potential facility that could accommodate both ice and dry floor sporting events such as hockey, basketball and lacrosse, live music/concerts and special events such as trade shows and conferences; and
- Option 2 – A potential open-air facility that could accommodate football, rugby and soccer, live music/concerts and outdoor special events.

Consultant is to also assume that for each option, the Facility is located along University Boulevard between the Surrey Central and Gateway SkyTrain stations.

- Complete a series of studies to determine the need and the competitiveness of the Facility. These studies should be considered from the perspective of both audience and renter/presenter and include an:
 - analysis of the regional market for the Facility to serve as a sports venue;
 - analysis of the regional market for the Facility to serve as a concert venue; and
 - analysis of the regional market for the Facility to serve as a special event venue (i.e. trade shows, tournaments, conferences, circuses, etc.).
- Conduct a market analysis and best practices assessment regarding supporting businesses/land uses that exist and that would be ideal within the City Centre to further enhance the competitiveness of the Facility and contribute to a potential financing strategy. This analysis should include market supply and demand analyses for hotel, residential, retail, restaurant, office, other entertainment, and additional appropriate surrounding uses.
- Identify and describe precedent models of existing similar facilities elsewhere that are in operation and can provide relevant lessons.
- Based on market analysis, recommend an optimal size and configuration of venue and separately, a surrounding mixed-use district of various uses. Identify any uses that should be added or removed from or added to the initial program assumptions. Provide scenarios for three models (minimum size and attributes, base model and attributes, optimal model and attributes).
- Estimate the impact (both positive and negative) on existing local sports and entertainment activities as well as identify new players that might be attracted by such a facility. Identify supporting businesses/land uses that exist and that might be needed within the City Centre to further enhance the competitiveness of the Facility.
- Based on interviews and research with potential users, prepare two annual model event programs that illustrate on a calendar the number and type of events that would be hosted by the venue throughout the year, both at start-up and steady state (noting the expected time frame to reach steady state).
- Prepare detailed demand and financial projections for:
 - the Facility;
 - the mixed-use district components, and

- a combined district and facility model. These models will inform the economic impact projections and financing opportunities.
- Using the results from the above analysis estimate the net new local (City Centre) and regional (Metro Vancouver) economic and employment impacts (direct, indirect, induced) including both positive and negative outcomes from the:
 - existing retail, food & beverage and lodging establishments in the City;
 - accelerating the development of new retail, food & beverage and lodging opportunities in the City; and
 - existing sport and cultural facilities in the City and their tenants/events/users.
- Estimate the net new local (City Centre) and regional (Metro Vancouver) economic and employment impacts (direct, indirect, induced) including increased tax revenues from the construction of the Facility.

(b) Stage 2 – Full Feasibility Study-

Upon the completion of Stage 1, the City will advise which facility option (Option 1 or Option 2) should be the focus of the Full Feasibility Study in Stage 2.

- Using the outcomes from Stage 1 and an understanding of the transit and parking options available, undertake a parking and ingress/egress analysis to estimate the net new day trips to the City Centre generated by the facility and estimate any onsite parking required to service the Facility.
- Based on the facility scale and range of activities identified in Stage 1, develop a facility space program listing the size of all the spaces and principal technical requirements for the proposed Facility. Space program shall be broken down by net room sizes along with appropriate gross up factors to derive a total gross building area. Any required exterior public spaces such as public plazas/queuing areas should also be identified.
- Undertake a test fit of available City sites to ensure that the facility along with its requisite parking and public spaces can be accommodated.
- Based on the building program and site requirements, develop an order of magnitude project schedule and Class D cost report that includes all hard and soft costs necessary to design and construct the Facility. Cost report to identify and make recommendations with regard to preferred project delivery method and identify appropriate contingencies.
- Using data from similar facilities, estimate the average life span of the facility, including the frequency and value of renovations to maintain competitiveness and meet customer expectations.

- Based on the building program and model event program, make recommendations with regard to the preferred facility ownership and operations model (e.g. operate as civic facility, private sector contract, non-profit operator, etc.).
- Develop an indicative staffing plan and generate operational annual budgets for the opening year and the anticipated steady state operation (noting how long it will take to reach steady state).
- Update the financial projections for the preferred scenario to reflect new information determined in the second stage of work.

(c) Stage 3 - P3 Delivery Analysis-

Using the outcomes from Stage 1 and Stage 2 to estimate the anticipated operating income and operating costs derived from the model event programs, along with the Class D construction cost estimate, and assuming a standard rate of return for real estate investments, estimate the capital contribution(s), in addition to land for the proposed Facility, that the City would need to provide to a proponent, if any, to Design - Build - Finance - Operate - Maintain (DBFOM) the proposed Facility through a public-private partnership (P3) model assuming both 20-year and 40-year terms.

2.4 Anticipated Timetable

The current anticipated timeline for the Services and the procurement is as set out in the following table:

Activity	Timeline
Issue RFEOISOQ	February 15, 2024
RFEOI/SOQ Closing Date	March 4, 2024
Evaluation and Shortlisting of Respondents	March 5, 2024
Selection Notification – Shortlisted	March 15, 2024
RFP – Consultant Services	March 18 th through April 5 th , 2024
RFP – Closing Date	April 5, 2024
Review submissions and select preferred consultant	April 8 th through April 19 th , 2024
Award of Professional Services Agreement	April 22 nd , 2024
Interim Project Update	May 28 th , 2024
Draft Report	July 2 nd , 2024
Final Report	July 16 th , 2024

Notes:

1. The above dates are anticipated dates and as such are subject to change. The City reserves the right to modify the timelines noted above at its discretion.
2. The Services master schedule and duration of the project phases will be determined and confirmed in collaboration with the successful Proponent.

2.5 Additional Information

Proponents may be required to enter into a Non-Disclosure Agreement with the City and other parties in order to receive confidential information that will inform this study.

3. INSTRUCTIONS TO RESPONDENTS

3.1 Address for Submission Delivery

The Respondent should submit the Submission **electronically** in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City's receiving equipment functions properly so that the City receives the Submission.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone [604-590-7274] to confirm receipt.

3.2 Information Meeting

An information meeting may, at the discretion of the City, be hosted by the City Representative to discuss the City's requirements under this RFEOI/SOQ (the "**Information Meeting**"). While attendance is at the discretion of the Respondents, Respondents who do not attend will be deemed to have attended the Information meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a meeting has not be scheduled.

3.3 Date

The City would prefer to receive Submissions on or before **March 4, 2024** (the "**Date**").

3.4 Inquiries

All inquiries related to this RFEOI/SOQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services
Email: purchasing@surrey.ca
Reference No.: **1220-050-2024-007**

Inquiries should be made no later than seven (7) business days before the closing Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 3.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

3.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “Websites”), and upon posting, any addenda will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, the Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ, including any and all addenda.

3.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

4. SUBMISSION FORM AND CONTENTS

4.1 Relevant Experience

Due to the nature of the proposed Services, the Respondent’s experience should include examples of successful projects which required similar types of services as described herein producing superior quality within time and pricing constraints. The management team, and its key staff members to be assigned to the project, is expected to be of the highest calibre, possess technical excellence and share the City’s utmost concern with planning and maintaining schedule compliance.

4.2 Form and Contents of Submission

A Submission in response to this RFEOI/SOQ should include:

- (a) **Letter of Introduction** – The Letter of introduction should be one page and introduce the Respondent’s firm (and team members, as necessary) and highlight the Respondent’s experience in the performance of the Services.
- (b) **Executive Summary** – The executive summary should provide:
A narrative that illustrates an understanding of the City’s requirements and capacity to successfully undertake the complexities of the Services, particularly in the Stage 1 – Market Analysis and Facility Definition stage, Stage 2 – Full Feasibility Study stage, and Stage 3 P-3 Delivery Analysis stage.
- (c) **Qualifications and Experience**
 - (i) Provide a description of your firm’s background and profile including the number of years in business. Identify and provide short profiles for the key personnel that will be involved in this project. Provide a brief summary as to why your company would be well suited for this project, including a description of company and staff experience with projects of comparable size, scope and complexity;
 - (ii) Respondent’s recent relevant experience and qualifications in delivering Services similar to those required by the RFEOI/SOQ;
 - a description of the current personnel that worked on the projects,
 - project description should include a summary of scope, location, value, and length of project, key personnel and client contact information (telephone, fax, e-mail);
- (d) Respondent’s should provide information on the background and experience of all key personnel proposed to undertake the Services;
- (e) Respondent’s should provide information on the background and experience of all sub-consultants proposed to undertake a portion of the Services, include information regarding the description of services, sub-consultants name, years of working with the Respondent and telephone number and email address;
- (f) Provide a project management chart, at the key individual level, showing the reporting relationships between, and authority of, the key individuals that will report them to indicate the proposed approach/management structure for the project; and
- (g) Respondent’s references (name and telephone number). The City preference is to have a minimum of three references.

Upon submitting a Submission to this RFEOI/SOQ, Respondents consent to the City checking and verifying any information provided. References may also be contacted.

The City reserves the right to request Respondents to submit additional information as may be required to complete or evaluate the Submissions.

4.3 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;
- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

5. EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

5.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services in order to determine the Submission, or Submissions, which is/are most advantageous to the City, using the following criteria:

Criterion 1: Experience, Reputation and Resources – The Respondent’s qualifications, relevant experience, reputation and resources as applicable to the performance of the Services;

Criterion 2: Background and experience and qualifications of all key personnel (including sub-consultants) proposed in delivering projects of comparable size, scope and complexity showing proven results; and

Criterion 3: Respondent’s references relevant to the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent’s Submission to another Respondent’s Submission. All criteria considered will be applied evenly and fairly to all Submissions.

The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation or individual member of a Respondent, in preparing and submitting a Submission or any other activity related to or arising out of this RFEOI/SOQ

5.3 Evaluation Process

To assist in evaluation of the Submissions, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the project and background investigations of the Respondent, and any subcontractors proposed in the Submission, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Submissions;
- (b) seek clarification or additional information from any, some, or all Respondents with respect to their Submission, and consider and rely on such supplementary information in the evaluation of Submissions;
- (c) request interviews/presentations with any, some, or all Respondents to clarify any questions or considerations based on the information included in Submissions, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Submissions; and

- (d) seek confirmation that the inclusion of any personal information about an individual in a Submission has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Submission and may, after completing a preliminary review of all Submissions, identify and drop from any detailed evaluation any Respondent which, when compared to the other Respondent, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Respondent.

5.4 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officer or director of the Respondent.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

6. GENERAL CONDITIONS

6.1 No City Obligation

This RFEOI/SOQ is simply an invitation for Submissions for the convenience of all parties. It is not a tender or a request for proposals and does not commit the City in any way to pre-qualify a Respondent(s), or proceed to negotiations for an agreement, or to award any agreement, and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

It shall be at the discretion of the City to accept or reject responses from any Respondent who elects to submit a Submission.

The City reserves the right to not accept any Submission and to reissue this prequalification, and any resulting RFP, at the sole discretion of the City.

6.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives, consultants, and advisors, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any

Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

6.3 No Agreement

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written agreement.

6.4 Conflict of Interest

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

6.5 Solicitation of City Council Members, and City Staff

Respondents and their agents will not contact any member of the City Council, or City staff or City consultants with respect to this RFEOI/SOQ, other than the City Representative, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

6.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. CITY DISCLAIMER

- (a) The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a

response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.

- (b) The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- (c) All negotiations and discussions with Respondents are on a “without prejudice” basis and cannot be construed as an agreement, unless expressly approved by City Council and a written agreement is signed by the City.
- (d) The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- (e) The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- (f) The City does not authorize any other person or agency to represent the project on its behalf without the prior written approval of the City.

8. DISCLAIMER

Despite anything contained herein, the Respondent agrees that it shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

RDO