



Interior Health

**REQUEST FOR QUALIFICATIONS
for
INTERIOR HEART AND SURGICAL
CENTRE PROJECT
RFQ # 3722**

Closing Time: 2:00 p.m. (local Victoria time) on May 9, 2011
Delivery Address: 2320 – 1111 West Georgia Street
Vancouver, BC V6E 4M3
Contact Person: Catherine Silman
E-mail address: catherine.silman@partnershipsbc.ca

partnerships
British Columbia

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – Interior Heart and Surgical Centre Project Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Catherine Silman Email: Catherine.silman@partnershipsbcc.ca Please direct all enquiries, by email, to the above named Contact Person. <u>No telephone enquiries please.</u>
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
CLOSING TIME	The Closing Time is: 2:00 P.M. local Victoria time on May 9, 2011
DELIVERY ADDRESS	Responses are to be submitted to: 2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3 <u>Attention: Catherine Silman</u>

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1. INTRODUCTION

1.1 Purpose of this RFQ

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Project. Based on these Responses, the Authority intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (RFP) stage.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Authority to make an offer by issuing this RFQ.

Under the Competitive Selection Process, the Authority is seeking to:

- enter into a contract (the Project Agreement) with a qualified entity (Project Co) to design, build, finance and maintain the Interior Heart and Surgical Centre and all other ancillary works, (the IHSC, or the Facility); and
- as a distinct element of the Project, potentially enter into a separate Construction Management Agreement with the builder or a related party as Construction Manager to provide construction management services for renovations to the Royal Building, (the Project).

If a capitalized term used in this RFQ is not defined in Section 7 of this RFQ it will be defined in the section of the RFQ in which it is first used.

1.2 Administration of RFQ

Partnerships British Columbia Inc. (Partnerships BC) is managing this RFQ and the Competitive Selection Process on behalf of the Authority.

1.3 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

1.4 Project Brief

The Authority has issued a Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of, the RFQ, the RFP, the Project Agreement, or to in any way define or describe any party's rights with respect to the Project.

2. THE PROJECT

2.1 Interior Heart and Surgical Centre

The IHSC is proposed to be a three-storey building, plus mechanical, which will house the Cardiac and Inpatient Surgical Suite and support spaces, Cardiac Surgery Intensive Care Unit as well as the new Medical Device Reprocessing department. The IHSC will be designed to expand to accommodate approximately 30 medical/surgical inpatient beds (approximately 2,180 square meters).

At a high level, the scope of the IHSC is as described in the table below:

Component	Component Scope
Interior Heart and Surgical Centre ~12,970m2 (139,590ft2)	<ul style="list-style-type: none"> • 2 Cardiac Operating Rooms • 6 Cardiac Surgery Intensive Care Unit (CSICU) beds (plus shelled space for 2 future CSICU beds) • 6 Inpatient Operating Rooms (plus space for 7 future Operating Rooms) • Post Anaesthetic Recovery Room (PARR) (Level 1 and 2 Recovery) • Medical Device Reprocessing (MDR) • Demolition of an existing three-story building • Preloading of the site (anticipated)

The capital cost of the IHSC is estimated to be in the range of \$100 - \$120 million.

The IHSC will be located on a site to the west of Pandosy Street on the east side of the main Kelowna General Hospital (KGH) campus in Kelowna, British Columbia as indicated in Figure 1 below.

2.2 Royal Building Renovations

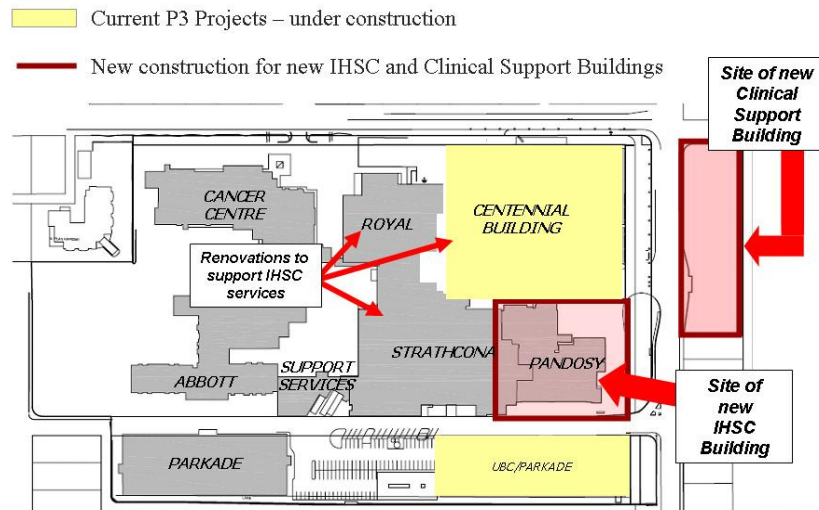
The Royal Building renovations will provide for the spaces described below:

Component	Component Scope
Royal Building (Renovations) ~3,000m2 (32,300ft2)	<ul style="list-style-type: none"> • 2 Cardiac Catheterization Labs (plus space for 1 future Catheterization Lab) • 14 Interventional Short Stay beds • Diagnostic Cardiology • Diagnostic Imaging expanded space to support CR program • Minor renovations to Diagnostic Imaging • Pharmacy expansion • Demolition of vacant space (previously Emergency and Ambulatory Care departments)

The cost of the renovations to the Royal Building is estimated to be approximately \$15 million.

The Royal Building is in approximately the center of the KGH campus as indicated in Figure 1 below.

Figure 1 – KGH campus



2.3 Project Guiding Principles

To aid with the development of the project scope and infrastructure decisions, guiding principles have been established for the Project. These guiding principles include the following:

- Provide infrastructure to support the Coronary Revascularization Program and Surgical Centre at the KGH Site;
- Provide an achievable, economic and efficient solution for the placement of the components included in this Project;
- For departments that require relocation, provide a space and environment that meet operational efficiencies and required standards for the component spaces;
- For departments included within the scope of this Project, consider options for future growth in placement of the department;
- Address clinical adjacencies and Lean principles in the placement of all departments and components within;
- Design to consider patient safety, respect and quality of care;

- Recognize the KGH site is a fully functioning campus that is to maintain full operations of existing services throughout the placement, development and implementation of the Project;
- Design to encourage energy and green building opportunities and requirements;
- LEED® Gold will be the building standard for all new buildings; and
- Use of wood construction, inside and out, to be supported where practical and possible by code.

2.3.1 Interior Health Authority

The Authority was established as one of five geographically-based health authorities in 2001 by the Government of British Columbia.

The Authority is the owner of the Project.

Additional information about Interior Health Authority is available at:
<http://www.interiorhealth.ca>

2.3.2 Partnerships BC

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

The Authority has engaged Partnerships BC to assist in managing the procurement of the Project.

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

2.4 **Advance Work by the Authority**

The following is an overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Financial Close:

2.4.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia. Further Authority and Province approvals are expected to be required prior to issuance of the RFP and Financial Close.

2.4.2 Site Zoning

The campus is currently zoned for P1. The Authority is in the process of undertaking a campus-wide rezoning of the KGH campus which would allow for increased Site coverage and more flexibility for Proponent's designs.

2.4.3 Site Preparation

There is an existing building on the Site of the new Facility. The building will be vacant and ready for demolition at Financial Close. It is anticipated the Site may need to be preloaded to accommodate the new IHSC.

2.4.4 Programming

The Authority is in the process of completing its programming, indicative design and performance specification preparation.

2.4.5 Design

Design work for the Royal Building renovation is ongoing under a separate contract.

2.5 **Scope of the IHSC**

2.5.1 Project Agreement

The IHSC component of the Project will be managed under one Project Agreement. The Authority intends to attach a Draft Project Agreement to the RFP, which will include:

- (a) Performance Specifications for the design, construction and maintenance of the Facility;
- (b) The scope of services to be provided by the successful Proponent; and
- (c) Proposed commercial terms.

The Final Draft Project Agreement will be the basis upon which Proposals must be prepared in response to the RFP.

2.5.2 Key Commercial Terms

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

- (a) Term: The term of the Project Agreement will commence on signing, and a 30-year maintenance term will commence from the anticipated Substantial Completion of the Facility. It is anticipated that construction will commence when the site is available which is expected to be in June 2012. The Facility is expected to be substantially complete and available for use by Spring 2016;
- (b) Payment: It is anticipated that the Authority will make progress/milestone payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 30 – 35% of Project capital costs). The Authority will pay service payments to Project Co commencing on the month when the Facility is available for use by

the Authority in accordance with a move-in schedule to be established under the Project Agreement. At this time the Authority does not anticipate starting payments earlier than the date the Facility is completed. The Authority anticipates making payments in advance on a monthly payment cycle;

- (c) Payment Deductions: The Project Agreement will permit the Authority to make deductions from the service payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) End of Term: The Project Agreement will describe the hand back requirements for the Facility at the end of the term and describe the provisions to enforce those requirements.

2.5.3 General Scope of Responsibility

The Authority anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

- (a) Design

Project Co will be responsible for all aspects of the design for the Facility including the integration of the various building components with each other and with external roadways and services. The final design will comply with the performance specifications that will be included in the Project Agreement, and all applicable laws, including city zoning. The Project, as a whole, will require LEED® Gold certification. The RFP will request Proposals that include representative schematic designs.

- (b) Construction

Project Co will be completely responsible for:

- (1) Deconstruction of the existing building and the placement of preload material, if required, on the site of the new Facility;
- (2) Obtaining all permits and approvals necessary for construction of the Facility, excluding zoning approvals already in place;
- (3) Provision of utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City infrastructure; and
- (4) Substantial Completion of the Facility by Spring 2016.

(c) Equipment

Project Co will be responsible to design the Facility to accommodate both medical and non-medical equipment and to supply, procure, receive, store, install, commission and maintain (and in some cases, includes refresh) equipment items as identified in the Project Agreement. Typically, this will be equipment that is to be integrated into the design, such as operating room booms, Medical Device Reprocessing appliances, or equipment that is needed to operate the physical infrastructure, such as elevators and mechanical systems.

It is required that the Respondent Team includes a Healthcare Equipment Specialist as a Key Individual. This Healthcare Equipment Specialist will advise during the planning and design stage, and provide oversight during the equipment procurement, installation and commissioning process. Given the volume, value and sensitivity of the equipment, Project Co may also require a healthcare equipment logistics position for the Project.

The Project Agreement may also include the management of contracts for specified equipment.

Other equipment will be purchased by the Authority and will need to be integrated by Project Co into the Facility design, and in most cases received, stored, installed and commissioned by Project Co. The relocation of existing programs and the associated equipment is also a consideration for Project Co in the design of the Facility.

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

It is anticipated that the Authority will make progress/milestone payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 30 – 35% of Project capital costs). Project Co will be required to provide all other required funding for design, construction, finance costs and maintenance, by way of equity and/or debt financing.

Project Co will recover its financing through the Authority's annual service payment over the term of the Project Agreement. Details of the funding will be available in the RFP.

It is anticipated that the successful Proponent will not exceed an Affordability Ceiling to be set out in the RFP.

(e) Maintenance Services

It is anticipated that Project Co will be responsible for the provision of all maintenance services in the Facility with the exception of grounds maintenance, snow removal and rolling stock (e.g., portable lifts, wheelchairs, carts). It will be critical that all services

provided by Project Co interface effectively with the rest of the KGH campus. Some of the services to be provided by Project Co that are expected to be required to interface with the rest of the campus include:

- Panic Duress;
- Electrical Feed;
- Clock System;
- Nurse Call;
- Fire Alarms;
- Paging;
- Pneumatic Tube System;
- Phone System; and
- Security systems and monitoring.

With regard to Help Desk services, it is expected there will be a single Help Desk managed by Project Co for the IHSC. This Help Desk will also be a single point of contact for KGH staff. Help Desk inquiries will need to be seamlessly and effectively distributed to the appropriate service provider.

(f) Life Cycle Maintenance

Project Co will be responsible for Facility life cycle maintenance, excluding hospital equipment as identified in the Project Agreement.

(g) Wood First

As contemplated by the Wood First Act (British Columbia), Project Co will be required to use wood in the IHSC consistent with Wood First legislation.

(h) Communication and Consultation

The Authority and Project Co will work together on all aspects of public communication and consultation as set out in the Project Agreement.

(i) Changes

If any other capital redevelopment or expansion is approved, the Authority may consider expanding the scope of the Project under the RFQ or Project Agreement and providing the opportunity to the successful Proponent.

2.6 Scope of the Royal Building Renovations

Within its RFP Proposal on the IHSC, the Authority intends to require the Proponent to provide a proposal for the Construction Manager to provide construction management services to the Authority.

2.6.1 Construction Management Agreement

The Authority intends to attach a Draft Construction Management Agreement to the RFP, which will include:

- (a) The scope of services to be provided by the Construction Manager; and
- (b) Proposed commercial terms.

The Final Draft Construction Management Agreement will be the basis upon which the construction management services aspect of Proposals must be prepared in response to the RFP.

2.6.2 Commercial Terms

The Construction Manager will be paid a fixed fee for the construction management services.

It is anticipated that construction will be tendered to trade contractors, and that the Construction Manager will not perform any of the construction work unless agreed by the Authority in its sole discretion.

2.6.3 RFP Process

The Construction Management Agreement is expected to be procured under the same RFP as the Project Agreement. However, at the current time the Authority is considering that the Construction Management Agreement may be included as a priced option as an additional scope of work that the Authority may, at its option, exercise with the successful Proponent. The precise evaluation, selection and contract award mechanism may be subject to further consideration and revision.

2.6.4 Interface with Project Agreement

The Construction Management Agreement and the Project Agreement will provide for an interface between Project Co, the Design-Builder and the Construction Manager. The intent is that those parties, and trade contractors/subcontractors, will coordinate their respective work and be responsible to each other as though they were all performing under a single head contract with the Authority. This is expected to be set out in the Project Agreement and Construction Management Agreement or in a separate interface agreement.

3. **COMPETITIVE SELECTION PROCESS**

This section describes the process that the Authority expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ stage, and the RFP stage.

3.1 RFQ Stage

The Authority anticipates that it will select a shortlist of no more than three Respondents to be Proponents under the RFP, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

3.2 RFP Stage

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement. The RFP stage will include interactive discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Project Agreement, to allow Proponents to provide comments on Project-specific issues raised through the process.

3.2.1 Collaborative Discussions

The Authority anticipates that the RFP stage will allow Proponents to provide input on the Draft Project Agreement as follows:

- (a) The Authority will invite each Proponent to review the Draft Project Agreement as attached to the RFP and then meet confidentially and separately with the Authority to discuss any comments or amendments that the Proponent requests to be considered; and
- (b) The Authority will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of the Authority, amend the Draft Project Agreement, and by one or more Addenda issue a revised Draft Project Agreement. Ultimately the Authority will issue the Final Draft Project Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 RFP Submission

The Proposal will address both the technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the Proposal will be submitted in advance of the final submission.

The technical submission will not require pricing but is anticipated to be well-developed and include the following:

- (a) A conceptual layout identifying key elements of the Proponent's preliminary design; and

- (b) Plans outlining the Proponent's approach to items such as quality assurance, construction management, operations, asset preservation, communications, traffic and environmental management.

It is anticipated that the final submission during the RFP stage will occur shortly after the technical submission. The objective for the final submission will be to allow for selection of the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement.

The final submission is expected to include the following:

- (a) Fully committed equity and debt financing including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Project Agreement;
- (b) A commitment to enter into the Project Agreement by Project Co; and
- (c) Committed pricing for the Project.

3.3 Compensation for Participation in the Competitive Selection Process

The Authority will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage, the Authority intends to make provision for partial compensation being payable in accordance with the terms of the Participation Agreement.

If the Competitive Selection Process is successfully completed, then after execution and delivery of the Participation Agreement, partial compensation in the amount of \$200,000 will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the RFP, and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a compliant Proposal, the transfer of all intellectual property rights to the Authority, and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of the Authority.

3.4 Competitive Selection Timeline

The following is the Authority's estimated timeline for the Competitive Selection Process and the Project:

Activity	Timeline
RFQ Issue Date	February 18, 2011
Introductory Project Meeting	March 8, 2011

Activity	Timeline
RFQ Closing Time	May 9, 2011
Respondent interviews/presentations (optional)	May 2011
Announce Shortlisted Respondents	June 2011
Issue RFP and Draft Project Agreement to Proponents	June 2011
Issue Final Draft Project Agreement	November 2011
Closing Date for Technical Proposals	December 2011
Closing Date for Financial Proposals	February 2012
Selection of Preferred Proponent	March 2012
Financial Close	June 2012
Construction Commences	June 2012
Substantial Completion	Spring 2016

All dates in the above timeline are subject to change at the sole discretion of the Authority.

3.5 Introductory Project Meeting

The Authority intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. It is anticipated the meeting will include a tour of the Site. The date of this meeting will be March 8, 2011 in Kelowna, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

4. SUBMISSION AND PROCESS INSTRUCTIONS

4.1 Mandatory Submission Requirements

Responses to this RFQ must be received at the Delivery Address before the Closing Time as stated on the inside cover of this RFQ:

- (a) Responses received after the Closing Time will not be considered and will be returned unopened; and
- (b) All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 Response Form and Content

Responses to this RFQ should be in the form and content described in Appendix A.

4.3 Language of Responses and Enquiries

Responses should be in English. Any portion of a Response not in English may not be evaluated.

4.4 No Fax or Email Submission

Responses submitted by fax or email will **not** be accepted.

4.5 Receipt of Complete RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ, as listed in the table of contents of this RFQ, plus any Addenda. Each and every Response is deemed to be made on the basis of the complete RFQ issued prior to the Closing Time. The Authority accepts no responsibility for any Respondent that does not receive all RFQ information.

4.6 Receipt Confirmation Form

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form must be completed, executed and delivered to the Contact Person via email.

4.7 Enquiries

All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and the following will apply to any enquiry:

- (a) Any responses will be in writing;
- (b) Enquiries to, and responses from, the Contact Person will be recorded;
- (c) A Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Authority decides that an enquiry should be distributed to all Respondents, then the Authority will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) Subject to section 4.7(c) any enquiry and response may, in the Authority's discretion, be distributed to all Respondents, if the Authority in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The Authority may keep either or both the enquiry and response confidential if in the judgment of the Authority it is fair or appropriate to do so.

4.8 Unofficial Information

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

4.9 Delivery and Receipt of Fax and Email Communication

No fax communication with the Contact Person is permitted with respect to the Project.

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

The Authority does not assume any risk or responsibility or liability whatsoever to any Respondent:

- (a) For ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
- (b) If a permitted email communication or delivery is not received by the Authority or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFQ.

All permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

4.10 Addenda

The Authority may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Closing Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to enquiries as provided by section 4.7, will be included in or in any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFQ. The Authority will send a copy of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.11 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document in the custody of the Authority prevails.

4.12 Revisions Prior to the Closing Time

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

4.13 Response Declaration Form

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to the Authority in the Authority's discretion, and should include the completed form as part of its Response. The Response Declaration Form must be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

4.14 Relationship Disclosure Form

A Respondent is required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E or as otherwise acceptable to the Authority in the Authority's discretion.

5. EVALUATION

5.1 Evaluation

The evaluation of Responses will be carried out by the Authority with assistance from other persons as the Authority may decide it requires, including technical, financial, legal and other advisors or employees of the Authority or Partnerships BC.

5.2 Evaluation Criteria

The Authority will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

5.3 Evaluation and Selection Procedures

To assist in the evaluation of the Responses, the Authority may, in its sole and absolute discretion, but is not required to:

- (a) Conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (a) Conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process;
- (b) Seek clarification of a Response or supplementary information from any or all Respondents;

- (c) Request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (d) Rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information in the evaluation of Responses.

The Authority is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, the Authority judges is not in contention to be shortlisted.

The Authority will notify Respondents of the results of the Competitive Selection Process by sending a written notice to the Respondent's Representative.

The Authority will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within three months after a shortlist has been announced. In a debriefing the Authority will discuss the relative strengths and weaknesses of that Respondent's Response, but the Authority will not disclose or discuss any Confidential Information of another Respondent.

5.4 Interviews/Presentations

Respondents may be required by the Authority to have interviews or present their Response during the evaluation process at the request of the Authority. The presentations should be specific to the Project request and must not contain any marketing information of the Respondent or any member of the Respondent Team.

5.5 Changes to Respondent Teams

The Authority intends to issue the RFP only to the Respondents that have been shortlisted under this RFQ. If for any reason after the Closing Time and prior to issuance of the RFP, a Respondent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new members for listed members) or a material change in ownership or control of a Respondent or a team member, then the Respondent must submit a written application (with such information as the Authority may require) to the Authority for approval. The Authority, in its absolute discretion, may grant or refuse to grant permission for a change to a Respondent's team list, considering the Authority's objective of achieving a Competitive Selection Process that is in accordance with the terms of the RFQ and RFP, and without limiting the above, the Authority may refuse to permit a change to the membership of a Respondent's team if:

- a) The change would, in the Authority's sole discretion, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- b) The evaluation of the new team, using the evaluation criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been shortlisted

The Authority's discretion to give approval for changes to a Respondent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Respondent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Respondent.

The Authority's approval may include such terms and conditions as the Authority may consider appropriate.

6. RFQ TERMS AND CONDITIONS

6.1 No Obligation to Proceed

This RFQ does not commit the Authority in any way to proceed to an RFP stage or award a contract, and the Authority reserves the complete right to at any time reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project in some other manner as the Authority may decide in its absolute discretion.

6.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, the Authority 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 response 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.

6.3 Cost of Preparing the Response

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

6.4 Confidentiality of Information

All non-public information pertaining to Partnerships BC or the Authority obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or the Authority (as applicable). By

submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

Proponents will also be required to sign a Participation Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The Authority expects that the form of the Participation Agreement will be substantially as set out in Appendix F.

6.5 No Representation or Warranty

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation, or information made or given by the Authority, the Contact Person or any advisor to the Authority, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Project, except as otherwise specifically stated in this RFQ. The Authority accepts no responsibility for any Respondent lacking any information.

6.6 Reservation of Rights

The Authority reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- (a) Amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) Accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;
- (c) Disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 4 of the RFQ, or for any of the reasons set out in section 2.2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) Not accept any or all Responses;

- (f) Reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) Re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) Make any changes to the terms of the business opportunity described in this RFQ; and
- (i) Extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 Limitation of Damages

Each Respondent, by submitting a Response, agrees that in no event will the Authority or Partnerships BC, or any of their employees, advisors or representatives, 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 Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Authority or any of its employees, advisors or representatives if the Authority for any reason whatsoever:

- (a) Does not select a shortlist of Respondents;
- (b) Suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of the RFQ or both);
- (c) Accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s); or
- (d) Under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team,

or for any breach or fundamental breach of contract or legal duty of the Authority, whether express or implied, and the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process for any other reason whatsoever.

6.8 Ownership of Responses

All Responses submitted to the Authority become the property of the Authority. They will be received and held in confidence by the Authority, subject to the provisions of FOIPPA and this RFQ.

6.9 Disclosure and Transparency

The Authority is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist the Authority in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

The Authority expects to disclose the following information during this stage of the Competitive Selection Process: the RFQ document, the number of Respondents and the name of Proponents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the Authority.

Respondents will notify the Authority of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

6.10 No Collusion

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent, represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

6.11 No Lobbying

A Respondent, and any firms, corporations or individual member of a Respondent, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of the Authority, Partnerships BC, the Fairness Advisor's company except the individual appointed as Fairness Advisor, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by the Authority. The Authority reserves the right to disqualify a Respondent that contravenes this section 6.11.

6.12 Relationship Disclosure and Review Process

The Authority reserves the right to disqualify any Respondent that in the Authority's opinion has a conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the Respondent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority.

Respondents must submit the form attached as Appendix E with their Response and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Authority, Partnerships BC or any members of the Authority or others providing advice or services to the Authority with respect to the Project, or any other matter that gives rise or might give rise to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to confidential information that is not, or would not reasonably be expected to be, available to all Respondents.

The Authority and the COI Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.12.1 Use or Inclusion of Restricted Parties

The Authority may, in its sole and absolute discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority, if the Respondent is a Restricted Party, or if the Respondent uses a Restricted Party:

- (a) To advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or
- (b) As a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.

6.12.2 Current Restricted Parties

At this RFQ Stage, and without limiting the definition of Restricted Parties, the Authority has identified the following persons, firms or organizations as Restricted Parties:

- Boughton Law Corporation (COI Adjudicator);
- Jane Shackell, QC, Miller Thomson LLP (Fairness Advisor);
- Ernst & Young Advisory Inc. (Business Advisor);

- Spiegel Skillen & Associates Limited (Quantity Surveyor);
- Fasken Martineau Dumoulin LLP (Legal Advisor);
- Cannon Design and sub-consultants (owner's compliance team) including;
 - Bush Bohlman and Partners;
 - GENIVAR Inc.;
 - H.H. Angus & Associates Ltd.; and
 - CTQ Consultants Ltd.
- Levelton Consulting Ltd. (Geotechnical);
- Infusion Health KVH General Partnership (members of Infusion Health KVH General Partnership are not currently restricted on an individual basis); and
- Interior Health Authority and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

6.12.3 Conflict of Interest Adjudicator

The Authority has appointed a conflict of interest adjudicator (COI Adjudicator) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

The COI Adjudicator and the Authority may make decisions or exercise rights under this section 6.12 and this RFP for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this section 6.12 will apply with such modifications as the Authority or the COI Adjudicator may consider necessary.

There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.4 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this section through the following process:

- (a) To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
- (1) Names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
 - (2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - (3) A description of the steps taken to-date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
 - (4) Copies of any relevant documentation.

The Authority may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Authority refers the request to the COI Adjudicator, the Authority may provide input regarding the issues raised to the COI Adjudicator.

Subject to section 6.2 all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.12.5 The Authority May Request Advance Decision

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under section 6.12.4.

6.12.6 Decisions Final and Binding

The decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and the Authority. The Authority or the COI Adjudicator, as

applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

6.12.7 Exclusivity

Unless permitted by the Authority in its sole and absolute discretion or permitted as a Shared Use Person, the following may only participate as a member of one Respondent Team:

- a Prime Team Member;
- a Key Individual; and
- the Affiliated Persons of a Prime Team Member or a Key Individual

If any Respondent, Prime Team Members, Key Individuals or their respective Affiliated Persons contravenes the foregoing, the Authority reserves the right to disqualify any or all of affected Respondents, or only the lowest-ranked such Respondent, or may permit any or all such Respondents to continue and impose such conditions as may be required by the Authority. Each Respondent is responsible, and bears the onus, to ensure that the Respondent, its Prime Team Members and Key Individuals and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Prime Team Member or a Key Individual of a Respondent who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this section through the following process:

- (a) To request an advance decision on matters related to exclusivity, the Respondent or prospective Prime Team Member or Key Individual of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
 - (1) Names and contact information of the Respondent or Prime Team Member or a Key Individual or prospective Respondent or Prime Team Member or a Key Individual making the disclosure;
 - (2) A description of the relationship that raises the possibility of non-exclusivity;
 - (3) A description of the steps taken to-date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
 - (4) Copies of any relevant documentation.

The Authority may require additional information or documentation to demonstrate to the satisfaction of the Authority in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Authority in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

6.12.8 Shared Use Person

A “Shared Use Person” is a person identified by the Authority as eligible to enter into arrangements with any and all Respondents/Proponents but may not enter into exclusive arrangements with any Respondent/Proponent. Shared Use Persons include persons who have unique circumstances or specialized information or skills such that the Authority considers, in its discretion, their availability to all Respondents/Proponents to be desirable in the interests of the Authority and the Competitive Selection Process.

The following are designated Shared Use Persons;

- Black & McDonald

With respect to Black & McDonald, potential Respondents are advised of the following:

The Authority entered into a Project Agreement (“KVH Project Agreement”) dated August 19, 2008 between the Authority and Infusion Health KVH General Partnership, a general partnership of John Laing Investments KVH Ltd. and Bilfinger Berger KVH Inc. (“KVH Project Co”).

The KVH Project Agreement includes two new buildings at the KGH site and other services on that site. Black & McDonald is the Service Provider to KVH Project Co.

The Authority recognizes that Black & McDonald intends to seek opportunities to participate as part of a Respondent/Proponent team for the Project. The Authority wishes to encourage competition and the continued ability of Black & McDonald to participate in the procurement of the IHSC. For that purpose, the Authority has designated Black & McDonald as a Shared Use Person.

All Proponents will be able, but not obligated, to work with Black & McDonald if they wish. Proponents will be able to integrate Black & McDonald into their Proposal as they see fit in order to provide the most competitive Proposal possible.

The Authority may require Black & McDonald to demonstrate that its participation has met the requirements of the Competitive Selection Process including the RFQ and RFP.

The Competitive Selection Process includes provision for a Fairness Advisor and Conflict of Interest Adjudicator. The Authority may seek advice and rulings from those persons as to the proposed arrangements regarding Black & McDonald as a Shared Use Person. It is possible that other arrangements may be required.

The Authority intends to disclose, upon issuance of the RFP, all relevant information Black & McDonald may have relating to the Project.

6.13 Legal Counsel

Respondents should not retain Fasken Martineau DuMoulin LLP to advise or assist them in any matter relating to this RFQ. By submitting a Response, the Respondent expressly consents to Fasken Martineau continuing to represent the Authority for all matters in relation to this RFQ and the Project, including any such matter that is adverse to the Respondent, despite any information of the Respondent and any solicitor-client relationship that the Respondent may have had, or may have, with Fasken Martineau in relation to matters other than this RFQ and the Project. This section is not intended to waive any of the Respondent's rights of confidentiality or solicitor-client privilege. The Authority reserves the right at any time to waive any provision of this section.

6.14 Fairness Advisor

The Authority has appointed Jane Shackell, QC (the Fairness Advisor) to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the Authority that the Authority will make public.

The Fairness Advisor will be:

- Provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- Kept fully informed by the Authority of all documents and activities associated with this RFQ.

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

7. DEFINITIONS

In this RFQ:

Addenda or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in section 4.10.

Affiliated Persons, or “affiliated persons”, or persons affiliated with each other, are:

- a) a corporation and
 - i. a person by whom the corporation is controlled,
 - ii. each member of an affiliated group of persons by which the corporation is controlled, and
 - iii. a spouse or common-law partner of a person described in subparagraph (i) or (ii);
- b) two corporations, if
 - i. each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - ii. one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - iii. each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
- d) a partnership and a majority interest partner of the partnership;
- e) two partnerships, if
 - i. the same person is a majority-interest partner of both partnerships,
 - ii. a majority-interest partner of one partnership is affiliated with each member of a majority-interest group of partners of the other partnership, or
 - iii. each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
- f) a person and a trust, if the person
 - i. is a majority-interest beneficiary of the trust, or
 - ii. would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and

- g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
- i. a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
 - ii. a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority-interest group of beneficiaries of the other trust, or
 - iii. each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

Affordability Ceiling means the maximum value of the net present cost (NPC) of all Service Payments (inclusive of allowable escalations and all taxes except HST) discounted using the Maximum Project IRR.

Authority means Interior Health Authority.

Claim means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

Closing Time means the time and date indicated as such in the Summary of Key Information.

COI Adjudicator has the meaning set out in section 6.12.3.

Construction Management Agreement has the meaning set out in section 1.1.

Construction Manager means the party appointed to be the construction manager under the Construction Management Agreement.

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

Confidential Information has the meaning set out in Appendix C.

Confidentiality Agreement means the agreement referred to in Appendix C to this RFQ.

Contact Person means the person identified as such in the Summary of Key Information, or such other person as may be appointed by the Authority for that purpose.

Delivery Address means the delivery address identified as such in the Summary of Key Information.

Draft Construction Management Agreement means the draft form of Construction Management Agreement issued under the RFP.

Draft Project Agreement means the draft form of Project Agreement issued under the RFP.

Equity Provider means an entity providing equity for the Project pursuant to the Project Agreement.

Evaluation Criteria means the criteria referred to in section 2.1 of Appendix A to this RFQ.

Facility has the meaning set out in section 1.1.

Fairness Advisor has the meaning set out in section 6.14.

Final Draft Construction Management Agreement means the final draft form of Construction Management Agreement issued under the RFP.

Final Draft Project Agreement means the final draft form of Project Agreement issued under the RFP.

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.

FOIPPA has the meaning set out in section 6.2.

IHSC has the meaning set out in section 1.1.

Key Individuals means the Project Co Director, the Design-Build Director, the Design-Build Design Team Lead, the Facility Maintenance Team Lead, and the Healthcare Equipment Specialist.

Mandatory Submission Requirements has the meaning set out in section 4.1.

Participation Agreement means the form attached as Appendix F to this RFQ.

Partnerships BC means Partnerships British Columbia Inc.

Performance Specifications means the specifications for the design, construction and maintenance of the Facility as set out in the Project Agreement, including Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications];

PPP means a public private partnership.

Preferred Proponent means the company, firm, consortium or other legal entity selected by the Authority during the RFP process to negotiate the Project Agreement.

Prime Team Member means an individual or entity that:

- a) is the Respondent;
- b) will undertake the lead development role in respect of the Project;
- c) has or will have a risk capital interest in Project Co;

- d) is the Design-builder; or
- e) is the Facility Maintenance services provider.

Project has the meaning set out in section 1.1.

Project Agreement has the meaning set out in section 1.1.

Project Brief has the meaning set out in section 1.4

Project Co means the entity proposed by the Respondent to enter into the Project Agreement with the Authority.

Proponent means a Respondent who has been shortlisted under the RFQ to be eligible to submit a Proposal in response to the RFP.

Proposal means the submission prepared by a Proponent in response to the Request for Proposals.

Receipt Confirmation Form means the form substantially as attached as Appendix B to this RFQ.

Relationship Disclosure Form means the form substantially as attached as Appendix E to this RFQ.

Respondent means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit a Response.

Respondent's Representative means the person or firm identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D) who is fully authorized to represent the Respondent in any and all matters related to its Response.

Respondent Team means the entire team as described in the Respondent's Response that will prepare the Respondent's Proposal under the RFP and will perform the obligations of Project Co under the Project Agreement and the Construction Manager under the Construction Management Agreement. For clarity, the Respondent Team includes both firms and individuals.

Response means the formal response to this RFQ by a Respondent.

Response Declaration Form means the form substantially as attached as Appendix D to this RFQ.

Restricted Party means those persons or firms (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of

any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents.

RFP means the Request for Proposals which may be issued by the Authority as a stage of the Competitive Selection Process.

RFQ means this Request for Qualifications including the Appendices issued by the Authority as the first stage of the Competitive Selection Process.

Shared Use Person means those persons or firms, if any, who are specifically named in Section 6.12.8.

Site means the site upon which the Project is to be constructed.

Substantial Completion has the meaning set out in section 2.5.2.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

1. **Response Guidelines**
2. **Evaluation Criteria**
 - 2.1 Evaluation Criteria
 - 2.2 Disqualification of Responses
3. **Response Format**

Attached Sample Forms

Form A-1: Nominated Project Details

1. Response Guidelines

Responses should:

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

Package	Contents	Number of Copies
Package 1	1. Transmittal Letter 2. Response Declaration Form (see Appendix D of the RFQ) signed by the Respondent; and 3. Relationship Disclosure Form (see Appendix E of the RFQ) signed by the Respondent and all members of the Respondent Team.	One One One
Package 2	Response (See section 3 of this Appendix A) excluding the Financial Information provided in Package 3.	One unbound copy marked “Master”, and 8 bound copies and 3 electronic copies.
Package 3	Financial information (See subsection 3 of this Appendix A).	One unbound copy marked “Master”, and 5 bound copies and 3 electronic copies.

- (c) Be clearly marked with the words, **“Interior Heart and Surgical Centre Project, Response to Request for Qualifications”** to the Delivery Address.

2. Evaluation

2.1 Evaluation Criteria

The Authority will evaluate Responses by applying the Evaluation Criteria and weighting in Table 1, in accordance with each section of the Response content requirements outlined in Table 2.

Without limiting in any way the Authority's rights and discretions, including in section 6.6 of this RFQ, in respect of any of the requirements referenced in Table 2 of this Appendix A, the Authority may in its absolute discretion, after reviewing the contents of the Response in accordance with section 3.1 of Table 2 of this Appendix A, discontinue the evaluation of any Response if the Respondent is determined to be unable to demonstrate its financial viability.

Table 1. Evaluation Criteria and Weighting

Expertise	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	Each Response will contain the following information: (a) Proposed Respondent Team; (b) Contact Information; and (c) Nominated Projects. See s.1 of Response Format (next section of Appendix A).	Not Evaluated
Section 2 Respondent Team	Strength and demonstrated ability to undertake the complete Project, including: (a) experience and capacity to assemble and manage a Respondent Team that will integrate required expertise for the overall benefit of the Project and the Authority; (b) ability to effectively integrate the Respondent Team and advisors; (c) experience and capacity of the Respondent Team; and (d) ability to provide value-added, innovative solutions. See s.2 of Response Format (next section of Appendix A).	20

Expertise	Evaluation Criteria	Weighting
<p>Section 3 Financial Capacity and Experience</p>	<p>Strength and relevance of demonstrated experience, track record and capability relating to:</p> <ul style="list-style-type: none"> (a) financial capacity; (b) project financing experience; and (c) project financing approach. <p>See s.3 of Response Format (next section of Appendix A).</p>	<p>15</p>
<p>Section 4 Design and Construction</p>	<p>Strength and demonstrated ability to undertake the design and construction of the Project, including:</p> <ul style="list-style-type: none"> (a) experience and capacity to assemble and manage a design team with applicable experience and expertise, and an approach to the design, including innovation, that will achieve optimal efficiency and integrated workflow in acute healthcare facilities, with particular emphasis on heart and surgical centre facilities; (b) experience of the design team in the development of sustainable projects, specifically LEED® Gold development projects; (c) experience and capacity to assemble and manage a construction team with applicable experience and expertise related to construction management projects; (d) experience and capacity to assemble and manage a construction team with applicable experience and expertise with particular emphasis on constrained, brownfield hospital sites that interface with operational facilities; and (e) experience and capacity of the Key Individuals on the design and construction teams. <p>See s.4 of Response Format (next section of Appendix A).</p>	<p>40</p>

Expertise	Evaluation Criteria	Weighting
Section 5 Facility Management / Rehabilitation	<p>Strength and demonstrated ability to undertake the facility management of the completed Facility, including:</p> <p>(a) experience and capacity to assemble and manage the facility management team that will provide facility maintenance and rehabilitation services over the term of the Project Agreement;</p> <p>(b) experience with interface and cooperation with other service providers that may provide services (including facility management services) on project sites;</p> <p>(c) experience and capability in the integration of design and construction with ongoing facility management and operations; and</p> <p>(d) experience and capacity of identified Key Individuals and associated teams for facility management.</p> <p>See s.5 of Response Format (next section of Appendix A).</p>	25
Total		100

2.2 Disqualification of Responses

Without limitation, the Authority may, in its sole discretion, disqualify a Response if:

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

Respondents and members of Respondent Teams may be required to undertake a criminal records check in order to participate in the Project.

3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 2 below.

Table 2. Response Content Requirements

Section No.	Title	Contents
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	<p>(a) Provide the legal name of the entity for each of the following:</p> <ol style="list-style-type: none"> 1. Respondent Team/lead 2. Equity Provider(s) 3. Design team 4. Construction team 5. Facility management team 6. Financial advisor 7. Legal advisor 8. Other(s) (please specify) <p>(b) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> 1. RFP stage: from shortlisting under the RFQ to selection as Preferred Proponent under the RFP; 2. Project Agreement stage: from selection of Preferred Proponent to Financial Close; 3. Design and Construction stage: from preliminary design through to commencement of operating payments; and 4. Operations stage: from commencement of operating payments through to end of the Term. <p>(c) Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the four phases listed in (b) above. Note: Names are only required for Key Individuals at this time.</p> <p>(d) Provide a short description of the Respondent and significant team members (for publication of the teams shortlisted for the RFP stage).</p>

Section No.	Title	Contents
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the only person to receive communication from the Contact Person regarding the RFQ.</p> <p>Respondent's Representative:</p> <ol style="list-style-type: none"> 1. Name; 2. Employer; 3. Mailing/courier addresses; 4. Telephone number; 5. Email address; and 6. Website address.
1.3	Nominated Projects	Submit a maximum of 12 Nominated Projects using Form A-1.
2.	Respondent Team	
2.1	Project Development and Management Experience	<p>(a) Describe the Respondent Team Lead's experience and capability with the following, based on up to three of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ul style="list-style-type: none"> • Developing and managing projects that are similar in scope and size to the Project; • Assembling and managing multi-disciplinary teams; • Providing value added innovative solutions to design, construction and operations, including, but not limited to, design principles, healthy buildings, LEED® New Construction and major renovations; • Managing contractors in the delivery of complex design build contracts; and • Demonstrated leadership of Respondent team members to achieve the desired outcome. <p>(b) For each of the Nominated Projects referenced in (a), specifically discuss experience and capability with the following, with reference to a primary agreement (e.g., a Project Agreement):</p> <ul style="list-style-type: none"> • The Respondent Team's performance in meeting its obligations; and • The level of achievement of performance specifications, including any cured and uncured contractual details. <p>(c) Describe the Respondent Team's experience with PPP arrangements that demonstrates a successful approach to the delivery of projects through partnerships, including healthcare facility projects.</p>

Section No.	Title	Contents
2.2	Strategic Management	Describe the Respondent Team's experience and capability with the following, based on up to three of the Nominated Projects that are demonstrated to be relevant to the Project: <ul style="list-style-type: none"> • Managing cost risks and operations over the life of the Nominated Project; • Managing major contracts during operations; • Stewardship of the Facility; and • Working with the Authority, local authorities and third parties to address issues as they arise.
2.3	Key Individuals	Provide comprehensive résumés for the following Key Individuals identified in the Project organization chart(s): <ul style="list-style-type: none"> • Project Co Director; • Design-Build Director; • Design-Build Design Team Lead; • Facility Maintenance Team Lead; and • Healthcare Equipment Specialist. <p>At a minimum, the following information is required:</p> <ol style="list-style-type: none"> 1. Name; 2. Professional qualifications/designation(s); 3. Role and responsibility for the Project; 4. Summary of education/qualifications; and 5. Relevant healthcare or related experience
2.4	Availability	Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
3.	Financial Capacity and Experience	
3.1	Financial Capacity	Demonstrate the financial capacity of each Equity Provider by providing the following; <ol style="list-style-type: none"> 1. Estimated level of equity participation in the Project, in percentage and dollar terms, for each Equity Provider and demonstration of how that equity will be funded; and 2. Description of credit lines, cash or other liquid investments available to support the estimated level of equity participation required.

Section No.	Title	Contents
		<p>Provide the following information for each of the Equity Providers, the lead construction firm and the lead facility management firm (if the lead construction firm or lead facility management firm has a current investment grade rating and can provide details they are exempt from requirements 1 to 4 below):</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1, please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p> <p>Each of the Equity Providers, the lead construction firm and the lead facility management firm, may provide the information requested in requirements 1 to 6 above in a sealed confidential manner within the RFQ Response. Appendix A, Section 1 Response Guidelines apply to all information provided.</p>
3.2	Project Financing Experience	<p>Describe the Respondent's experience and ability to structure and raise financing based on up to three Nominated Projects that reached financial close within the last five years which are demonstrated to be relevant to the Project. This description should include the following:</p> <ol style="list-style-type: none"> 1. Type of project (e.g., university, hospital); 2. Project structure (e.g., design build finance maintain, design build finance, availability payment); 3. Amount of financing; 4. Term of financing; 5. Type of financing; 6. Funding sources; 7. Financial innovations used; and

Section No.	Title	Contents
		8. Roles and responsibilities with respect to financing.
3.3	Project Financing Approach	Provide descriptions and rationale for the proposed financing plan, making reference to approaches adopted in up to three Nominated Projects, that demonstrate the Respondent's relevant experience, capability and approach with respect to the following: <ol style="list-style-type: none"> 1. Potential financing issues, including reference to current market financial conditions; 2. Potential capital structure; 3. Potential funding sources; 4. Potential pricing and terms; and 5. Potential innovations.
4.	Design and Construction	
4.1	Project Management	Describe the Design-Builder's project management experience and capability, based on up to three Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Managing large fast-tracked, complex projects, particularly construction management, design build or public private partnership projects; 2. Working with contractors and sub-contractors; and 3. Coordinating the work of the various specialists to achieve integration between designers and contractors, in accordance with the Project schedule. Describe the Design-Builder's approach to handling the PPP design-build requirements in relation to the construction management requirements, and how the interface and boundaries between the two components would be managed in a seamless manner.
4.2	Sustainability and Environmental Stewardship	Describe the Respondent's sustainable development, design, construction and maintenance philosophy. Include examples of previous experience with sustainable projects, and specifically LEED® Gold certification.
4.3	Design	Describe the Design-Build Design Team Lead's experience and capability with the following, based on up to three Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following: <ol style="list-style-type: none"> 1. Design experience in large multi-disciplinary, fast-tracked, complex projects, particularly design build or public private partnership

Section No.	Title	Contents
		<p>projects;</p> <ol style="list-style-type: none"> 2. Developing designs in consultation with a healthcare client; 3. Integrating design with construction and facility management over a long-term relationship; 4. Familiarity with Canadian codes and standards, or equivalent; and 5. Introducing “best practices” concepts into design to deal with issues such as LEED® Gold certification, integration of process improvement concepts (such as workflow re-design, LEAN principles and approaches, process efficiency tools) into facility design, with specific reference to healthcare environments.
4.4	Construction	<p>Describe the Design-Builder’s experience and capability with the following, based on up to three Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on:</p> <ol style="list-style-type: none"> 1. Construction experience in large, multi-disciplinary, fast-tracked, complex projects, particularly construction management, design build or public private partnership projects; and 2. Experience managing the logistics required when working within a constrained site.
4.5	Key Individuals’ Experience	<p>Provide a comprehensive résumé for the Design-Build Design Team Lead, and other team members as applicable including, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name; 2. Professional qualification/designation; 3. Role and responsibility for the Project; 4. Summary of education/qualifications; 5. Relevant experience; and 6. Relevant healthcare or related experience.

Section No.	Title	Contents
5.	Facility Management / Rehabilitation	
5.1	Facility Management Approach	<p>Describe the Respondent's proposed approach to organizing and managing facility maintenance services to ensure the overall Facility condition requirements are met within the context of the services provided, based on up to three Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ol style="list-style-type: none"> 1. Planning, developing and implementing facility maintenance services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements; 2. Integration and cooperation with other service providers that may provide services on project sites for services including, but not limited to, Help Desk; 3. Ensuring effective interface of services and mitigation of risks in environments with more than one service provider resulting in consistency in services for end users across the campus; 3. Preserving project assets, including how the approach achieved the required levels of services, provided input into design and construction, and specifically addressed scope, quality and asset management practices; and 4. Multi-year rehabilitation planning and end of term considerations as they relate to overall asset condition and hand-back requirements.
5.2	Design and Construction Integration	<p>Describe the Respondent's experience and capability with the following, based on up to three Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ol style="list-style-type: none"> 1. Developing designs in consultation with a user/client; 2. Ensuring effective interface with services provided by other service providers resulting in consistency for end users across a single site; 3. Success at integrating facility management considerations into design and construction considerations over a long-term relationship; and 4. Introducing "best practices" concepts in facility management and integrating these concepts with design and construction to provide an optimal long-term solution.
5.3	Key Individual's Experience	<p>Provide comprehensive résumés for the Facility Management Team Lead and other facility management team members if applicable including, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name;

Section No.	Title	Contents
		<ol style="list-style-type: none">2. Professional qualification/designation;3. Role and responsibility for the Project;4. Summary of education/qualifications; and5. Relevant healthcare or related experience.

Form A-1: Nominated Project Details*(Maximum 3 pages in length per project)*

Respondent _____

Respondent Member(s) _____

Project number _____ *(sequentially numbered 1 to 12)*

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state, highway/road/ facility, site or project extent.</i>
Client organization	<i>Organization name.</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with the RFQ.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity.</i>
Current status of project	<i>Describe the current status of project relative to key milestone events.</i>
Contract Model	<i>Contract structure i.e., public private partnership, design-build.</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria, other parties to the project.</i>

APPENDIX B - RECEIPT CONFIRMATION FORM

(To be submitted by the Respondent's Representative on receipt of this RFQ)

Interior Heart and Surgical Centre Project

To receive any further distributed information about this Request for Qualifications, please execute and email this Receipt Confirmation Form as soon as possible to the attention of the Contact Person:

Catherine Silman

Email: catherine.silman@partnershipsbcc.ca

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

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

MAILING ADDRESS, IF DIFFERENT: _____

EMAIL ADDRESS: (_____) _____ **TELEPHONE:** (_____) _____

CONTACT PERSON: _____

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of the RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ.

For greater certainty, the Respondent or other interested party, in executing this Receipt Confirmation Form, agrees to comply with the Confidentiality Agreement provisions set out in Appendix C of the RFQ.



Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date



APPENDIX C - CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) "Agreement" means this Appendix C which is subject to the RFP;
- (b) "Confidential Information" means all documents, knowledge and information provided by the Authority or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - (i) Is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 - (ii) Is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) Was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) Was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) Is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

- (c) "Permitted Purposes" means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (d) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (e) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and

preparing its Response or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC, or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information, and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Authority will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the Authority and Partnerships BC and binds the Recipient and its successors.

APPENDIX D - RESPONSE DECLARATION FORM

1. This Response Declaration must be executed by the Respondent.
2. By executing this Response Declaration, the Respondent agrees to the provisions of the RFQ and this Response Declaration.
3. Capitalized terms in this Response Declaration are defined in section 7 of the RFQ.

[RFQ Respondent's Letterhead]

To: [insert delivery organization and address]

Attention: [insert Contact Person]

In consideration of the Authority's agreement to consider Responses in accordance with the terms of the RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

1. Response

- a. This Response Declaration Form has been duly authorized and validly executed;
- b. The Respondent is bound by all statements and representations in its Response;
- c. Its Response is in all respects a fair Response made without collusion or fraud; and
- d. The Authority reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by the Authority.

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;

- b. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.7, all documents listed in the RFQ “Table of Contents”, and any and all Addenda;
- c. The Respondent’s representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of, the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

- a. The RFQ is not an offer, a tender, or a request for proposals, it is a Request for Qualifications and the responsibility of the Authority is limited to consider Responses in accordance with the RFQ.

4. Consent of Respondent Team

- a. The Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

5. The Respondent Team consists of:

Name	Address	Role on Team	Key Individual or Equity Provider (Y/N)

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

[IF THE RESPONDENT IS A JOINT VENTURE, CONSORTIUM OR SPECIAL PURPOSE ENTITY – by each of its joint venture or consortium members, as applicable]

APPENDIX E - RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.

1. The Respondent declares on its own behalf and on behalf of each member of the Respondent Team that: This declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
2. The Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.
3. The following is a full disclosure of all known relationships the Respondent and each member of the Respondent Team has or has had with:
 - a. the Authority;
 - b. any listed Restricted Party;
 - c. any current employees, shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;
 - d. any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Closing Date; and
 - e. any other person who, on behalf of the Authority or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project.

Name of Respondent Team member	Name of party with relationship (e.g. list Authority, Restricted Party, etc.)	Details of the Nature of the relationship with the listed Restricted Party/Person <i>(e.g., Respondent Team member was an advisor to the Restricted Party from _____ to _____)</i>

(Add additional pages as may be required)

NAME OF RESPONDENT:

Address:

E-mail Address:

Telephone:

Fax:

Name of Authorized Signatory for
Respondent:

Signature:



APPENDIX F - PARTICIPATION AGREEMENT

Insert Date

Interior Health Authority
c/o 300 – 707 Fort Street
Victoria, BC V8W 3G3

Attention: Catherine Silman

Dear Sirs/Mesdames:

Re: Interior Heart and Surgical Centre Project – Participation Agreement in respect of the Request for Proposals issued by Interior Health Authority (the “Authority”) on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between [insert Proponent name] (the “**Proponent**”) and the Authority, pursuant to which the Proponent agrees with the Authority as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Members will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (a) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;



- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

- (a) the Authority may in its sole discretion amend the RFP at any time and from time to time; and
- (b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. General.

- (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - (i) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - (ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - (iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority for any reason cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.
- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.



- (d) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

(Name of Equity Member)

Authorized Signatory

(Name of Equity Member)

Authorized Signatory

[Add signature block for each Equity Member]

SCHEDULE 1

CONFIDENTIALITY CONDITIONS

1. Definitions. In these confidentiality conditions:

- (a) **“Confidential Information”** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- (i) is, or subsequently becomes, available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
- (b) **“Disclosing Party”** means the Authority or any of its Representatives;
- (c) **“Permitted Purposes”** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
- (d) **“Receiving Party”** means the Recipient or any of its Representatives;

- (e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - (f) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Member, Key Individual, or any other person contributing to, or involved with, the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
 3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
 4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
 5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose, information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information

which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.
7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.

