



Interior Health



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REQUEST FOR
PROPOSALS
For
The Kelowna and Vernon Hospitals Project

VOLUME 2 of 4

Instructions to Proponents

Closing Time: 3:00 pm (local time)
Thursday, [March 6, 2008](#)

Delivery Address: Kelowna and Vernon Hospitals Project
Request For Proposals
1860 Dayton Street, Kelowna, BC V1Y 7W6

Contact Person: Melanie Reinhardt
E-mail Address: Kel-VernHospitalsProject@interiorhealth.ca

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Summary of Key Information

This summary has been prepared as an overview summary only. It is the responsibility of each Proponent to ensure that they have received and fully understood the complete Request for Proposals (RFP) including all Addenda.

RFP Title Kelowna and Vernon Hospitals Project

Proponents should use the above title on all correspondence

Structure of RFP	Volume	Description
	Volume 1	Project Summary
	Volume 2	Instructions to Proponents Appendix A – Request for Information Form Appendix B – Proponent Form for Project Agreement Comments Appendix C – Submission Requirements Appendix D – Evaluation Scoring Guide Appendix E – Proposal Declaration Form Appendix F – Relationship Disclosure Form Appendix G – Alternate Proposals Submission Requirements Appendix H – Interim Proposal Submission Requirements
	Volume 3	Draft Project Agreement - including Schedules 1 – 16 (except Schedule 3 (Design and Construction Specifications) and Appendices 4D to 4J of Schedule 4 (Services Protocols and Specifications))
	Volume 4	Draft Schedule 3 (Design and Construction Specifications) and Draft Appendices 4D to 4J of Schedule 4 (Services Protocols and Specifications)

Contact Person Melanie Reinhardt

E-mail Address Kel-VernHospitalsProject@interiorhealth.ca

Closing Time 3:00 pm (local time) on Thursday, [March 6](#), 2008

Delivery Address Kelowna and Vernon Hospitals Project Request For Proposals
1860 Dayton Street, Kelowna, BC V1Y 7W6

Data Room Refer to restricted website (provided to Proponents under separate cover)

1. OVERVIEW OF RFP PROCESS

1.1 Proponent Communications

Proponents will communicate with the Authority or any of its representatives in relation to this RFP or any part of the Competitive Selection Process, the Project or the preparation of their Proposals, only

- a) in writing using the Request for Information (“RFI”) Form provided in Appendix A (Request for Information Form) and also provided in the Data Room, delivered using email, in accordance with this RFP,
- b) in writing using the Project Agreement Comments Form provided in Appendix B (Proponent form for Project Agreement Comments),
- c) in Meetings and any additional meetings established by the Authority subject to the terms of this RFP,
- d) as may be otherwise expressly invited in writing or consented to by the Authority, and
- e) as may be expressly permitted by this RFP, including in accordance with the Submission Requirements set out in Section 8.2 and Appendix C (Submission Requirements).

The Authority will deliver Addenda and written responses to the RFI to the email addresses provided by Proponents and post a copy in the Data Room. Proponents may by email to the Contact Person request a change to such contact email address. If for any reason the Authority is unable to deliver any Addendum or any response to an RFI by email, the Authority may in its sole discretion deliver any such Addendum or response to Proponents by fax or personal delivery.

1.2 Appointment of Contact Person

The Contact Person for this RFP is identified in Section 1.3 below. The Authority may by Addendum to this RFP change the Contact Person from time to time as may be necessary. Either the Contact Person or the new Contact Person may issue an Addendum to change the Contact Person.

1.3 Contact Person and RFI Protocol

The following is the name and contact information for the Contact Person:

Contact Person: **Melanie Reinhardt**
 Kelowna and Vernon Hospitals Project
E-mail: **Kel-VernHospitalsProject@interiorhealth.ca**

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by email using the RFI Form:

- a) if the Contact Person responds, it will be in writing;
- b) enquiries to and responses from the Contact Person will be recorded by the Authority;
- c) responses by the Authority will not be distributed to all Proponents if the RFI is of a minor or administrative nature that the Authority, in its sole discretion, considers to relate only to the Proponent who submitted the RFI and as not material to other Proponents;
- d) the Authority may respond to an RFI from one Proponent by way of a circular to all Proponents. If a Proponent does not want a response to its RFI to be shared with other Proponents, the RFI must be clearly marked "Commercial in Confidence" by the Proponent. If the Authority in its sole discretion considers that the Authority should respond to the RFI on a confidential basis, then the Authority will do so. However, if the Authority in its sole discretion considers that the Authority should not respond to the RFI on a confidential basis, the Authority will notify the Proponent who submitted such RFI of the Authority's decision and the Proponent will have the opportunity to withdraw the RFI. If the Proponent does not withdraw the RFI, then the Authority may provide its response to all Proponents;
- e) if the Authority identifies that there is a need for general clarification on an issue or if the Authority identifies a matter of substance which the Authority considers should be formally brought to the attention of all Proponents, whether or not such issue or such matter has previously been covered by an RFI marked "Commercial in Confidence" and a confidential response by the Authority, a letter of clarification will be sent to all Proponents at the same time; and
- f) without limiting Section (e) above, if there are subsequent enquiries made by one or more other Proponents on the same or similar topic, which was previously covered by an RFI marked "Commercial in Confidence" and a confidential response issued by the Authority, the Authority reserves the right to respond to such subsequent enquiries by way of a circular to all Proponents.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way by any person for any purpose. In respect of communications from the Contact Person, Proponents may rely only on Addenda and formal written responses to an RFI.

1.4 Electronic Communication

Proponents should not communicate with the Contact Person by fax. The Contact Person has no obligation to respond to any communications sent by fax and Proponents should not expect a response.

The following provisions will apply to any communications with the Contact Person or the delivery of documents to the Contact Person by email where such email communications are permitted by the terms of this RFP.

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

- a) for ensuring that any email system being operated for the Authority is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
- b) if a permitted email communication is not received by the Authority, or received in less than its entirety, within any time limit specified by this RFP.

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.

1.5 RFP Procurement Process

1.5.1 Consultative Process

Prior to the Closing Time, the Authority will make available certain of its personnel, consultants and advisors (Authority Representatives) to participate in meetings with Proponents. The meetings will take place in accordance with the following:

- a) the purposes of the meetings include (i) providing the Authority Representatives with familiarity of the designs and concepts proposed by Proponents and (ii) providing Proponents with some comments and feedback from the Authority on the general acceptability of particular solutions Proponents may be considering for various aspects of their Proposals and (iii) providing an opportunity for each party to raise issues concerning innovation and including to contemplate future use and development of the facility and site;
- b) at least five working days in advance of each meeting, each Proponent will provide the Authority with a list of issues it would like to have discussed at that Meeting. The Authority will provide each Proponent with a list of any issues the Authority would like to raise. The Authority will coordinate these lists and issue a co-ordinated agenda to each Proponent two working days prior to each meeting. Therefore, the agendas for each Proponent's meetings may not be the same;
- c) the Authority will determine which of its employees, consultants, agents or other representatives will be present at any Meeting with Proponents;
- d) at each Meeting, Proponents may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team Members present as the Proponent considers

necessary for effective communication with the Authority and to fulfil the objectives of the meeting. In addition, Proponents will use all reasonable efforts to have present at each meeting any and all specific officers, directors, employees, consultants and agents of the Proponent or Proponent Team Members as may be requested by the Authority;

- e) to facilitate free and open discussion at the meetings, Proponents should note that any comments provided by or on behalf of the Authority during any Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the meetings to anything said or provided by Proponents will not in any way bind the Authority and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent;
- f) if a Proponent wishes to rely upon anything said or indicated at a meeting then the Proponent must submit an RFI describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of the RFP or the Project Agreement, request an Addendum to the RFP clarifying and amending the provision in question;
- g) the Authority will use reasonable efforts to distribute to all Proponents any new information provided by the Authority to any Proponent during a meeting, save and except that information which may be related to items raised by a Proponent in an RFI on the basis that such item would be treated as “Commercial in Confidence” and where, under Section 1.3 of the RFP, the Authority considered it would be dealt with on that basis;
- h) the table, Anticipated Timetable for the Competitive Selection Process, in Section 2.1 of this RFP includes an indicative schedule for the meetings. Following the release of the RFP the Authority will determine specific dates. If one or more Proponents requests additional meetings or if the Authority considers it desirable or necessary to schedule additional meetings, the Authority in its sole discretion may schedule one or more additional meetings with Proponents. Unless the Authority advises Proponents that an additional meeting is mandatory, each such additional meeting may be considered optional and any Proponent may decline to attend by notice in writing to the Authority delivered to the Contact Person at least three working days prior to the scheduled date for the additional meeting; and
- i) the Authority has the right and ability through the Contact Person to issue written policies and procedures clarifying, expanding, simplifying or otherwise amending this meeting process without the need for a formal Addendum to the RFP. The Authority may also amend and supplement this meeting process by Addendum to the RFP.

1.6 Comments on the Project Agreement

Each Proponent should review the Initial Draft Project Agreement attached as Volume 3 and 4 of this RFP and identified as the “Initial Draft Project Agreement”, including all Schedules, for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such opportunity to review:

- a) the Authority will invite Proponents as part of the meeting process to discuss possible clarifications or amendments to the Initial Draft Project Agreement including with respect to commercial, legal, design and construction, and facilities management matters;
- b) at least five working days in advance of those meetings for discussion of financial and commercial matters, along with the list of issues it would like to have discussed at that Meeting, each Proponent will provide the Authority with requested changes to the Initial Draft Project Agreement in the form provided at Appendix B (Project Agreement Comments Form); and
- c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the meetings and will amend the Initial Draft Project Agreement as the Authority may decide in its sole discretion. The Authority will then by Addendum issue a revised draft Project Agreement as Volume 3 and 4 of this RFP and identified as the “Final Draft Project Agreement”. The Final Draft Project Agreement will be the common basis for the preparation of all Proposals.

1.7 Mandatory Commercial Terms

The following commercial terms are mandatory Project Agreement terms that the Authority is not willing to discuss in the collaborative discussions:

- a) Title to the Lands and Facility: Title to the Lands and the Facility will at all times be with the Authority.
- b) Change of Control: No change in control of Project Co will be permitted from the time of Financial Close and continuing for one year following Service Commencement, other than:
 - (1) A change in control resulting from an exercise of rights by Project Co’s lenders pursuant to a lenders remedies agreement to be entered into between the lenders and the Authority at Financial Close; or
 - (2) A change in control approved by the Authority, which approval may be withheld in the Authority’s absolute discretion. The Authority would not expect to give such consent except in exceptional circumstances.

1.8 Closing

If the Authority selects a Preferred Proponent, the Authority reserves the right to conduct final negotiations with the Preferred Proponent to amend the Project Agreement as the Authority and the Preferred Proponent may agree is required.

1.9 Participation Agreement

1.9.1 As a condition of receiving this RFP and as a Mandatory Requirement, each Proponent must sign and deliver the Participation Agreement and any amendments, and must comply with the Participation Agreement.

1.9.2 As described in the Participation Agreement, the Proponents may, within 2 business days after the date this RFP is issued, excluding the Initial Draft Project Agreement, as notified by the Contact Person, provide written notice to the Contact Person exercising an option to terminate the Participation Agreement and the Proponent's participation in the Competitive Selection Process. If the Proponent does not provide such notice, the Proponent will be deemed not to have exercised such option, and the Participation Agreement will not have been terminated.

2. TIMETABLE

2.1 The following table (Anticipated Timetable for the Competitive Selection Process) sets out the Authority's expected milestones and timeline for the Project. Dates are subject to change at the sole discretion of the Authority.

Anticipated Timetable for the Competitive Selection Process

Activity	Date
Issue RFP and Initial Draft Project Agreement to Short-Listed Proponents	September 25, 2007
Cycle 1 Meetings - Design and Construction	October 1 through 3, 2007
Cycle 1 Meetings - FM	October 9 and 10, 2007
Cycle 1 Meetings - Financial and Commercial	October 17 through 19, 2007
Cycle 2 Meetings - Design and Construction	October 29, 30, 31, November 1, 2, 2007
Cycle 2 Meetings - FM	November 6, 7, 8, 2007
Cycle 2 Meetings - Financial and Commercial	November 13, 14, 15, 2007
Interim Proposals due	December 10, 2007
Proponents submit final proposed mark ups to Draft Project Agreement	December 7, 2007
Cycle 3 Meetings - Design and Construction	December 3, 4, 5, 6, 7, 10 2007
Issue Final Draft Project Agreement and Addenda	December 19, 2007
Cycle 3 Meetings – FM	January 9, 10, 11, 2008
Cycle 3 Meetings - Financial and Commercial	January 15, 16, 17, 2008
Final date for submitting RFIs	January 24, 2008
Final date for responses to RFIs	February 2, 2008
Closing Time	March 6, 2008
Clarifications, Interviews and Evaluation	Spring 2008
Announcement of Preferred Proponent	Spring 2008
Execution of Project Agreement/Financial Close	2008

3. DATA ROOM

The Authority has established an electronic data room at a secure internet address (the “Data Room”) in which it has placed documents in the possession of the Authority that the Authority has identified as relevant to the Project and to the Lands, and that may be useful to Proponents. The Authority does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Authority may advise with respect to a specific document. The Authority will grant Proponents access to the Data Room on certain conditions, including that Proponents keep information contained in the Data Room confidential.

The information in the Data Room may be supplemented or updated from time to time. Although the Authority will attempt to notify Proponents by email of all updates, Proponents are solely responsible for ensuring they check frequently for such updates and that from and after the time updated information is issued Proponents use only the most current, updated information.

The Authority may make available in the Data Room or otherwise, a copy of the RFP or portions of the RFP (including the Initial Draft Project Agreement and Final Draft Project Agreement) electronically in editable form. In the case of any difference between that form of document and the form of document issued by the Authority as part of the RFP, the form of document issued by the Authority as part of the RFP will govern.

4. INVESTIGATIONS BY PROPONENTS

Proponents will at their own cost obtain such information and perform such investigations as they may consider necessary to satisfy themselves as to all conditions affecting the Project and the performance of the Project Agreement, whether or not included in the Data Room, including relating to labour relations, existing and future site conditions, requirements of the City, requirements of all applicable law and requirements of all other governmental authorities.

As set out in Section 3.3 (Project Co’s Zoning Responsibilities) of Volume 1 of this RFP, Project Co will have the responsibility to obtain any approvals required for the construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning. Should Proponents decide to meet with the City or any other governmental authority to discuss design or construction or any other matter related to the Project, Proponents will provide reasonable advance notice to the Authority of any such meetings, and upon request by the Authority a representative of the Authority may attend any such meetings. See the Final Draft Project Agreement for any limitation on the obligation to obtain approvals, such as the conditions to Financial Close.

5. INTERIM PROPOSAL

(Note: This section 5 has not been updated. The Interim Proposals were received and the Authority has determined it wishes to include the Other Site Services to the whole of each of KGH and VJH, and is inviting proposals on that basis.)

The provision of plant services by Project Co across the KGH and VJH sites (new buildings and existing buildings) is contingent on the Proponent demonstrating value for money against the Public Sector Comparator. Proponents will be asked to provide an interim proposal during the consultative RFP process on full site services and services provided only to the New Buildings. The interim proposal will provide an indicative price from Proponents for those services as expressed in the output specifications. The interim proposals will be reviewed and only if they represent value for money will whole site services be included in the Final Project Agreement.

“Submission Requirements for the Interim Proposal are set out in Appendix H (Interim Proposal Submission Requirements).”

The Authority will use this information to make a decision on the provision of whole site Services or the provision of New Buildings Services.

After the Authority reviews the interim submissions the Authority may in its sole discretion, by addendum make any modifications to the RFP that may be required, including the Final Draft Project Agreement and Submission Requirements.

The Authority may, in its sole discretion, but is not required to, invite a Proponent to provide supplementary information or clarifications with respect to the Interim Proposal. The Authority will be able to consider any supplementary information and clarifications in its consideration of the Interim Proposal.

The Interim Proposal provided by Proponents will be used by the Authority for the sole purpose of determining whether value for money will be best demonstrated for whole site Services or a New Building Services.

The Interim Proposal provided by Proponents:

- does not form part of their Proposal, and
- is not part of the Proposal evaluation process that will be undertaken by the Authority

[In identifying any exceptions to the specifications, as referenced in Appendix H \(Interim Proposal Submission Requirements\), Proponents may in their Interim Proposal \(whole site services\) include provision for the Authority to replace agreed items of major equipment.](#)

6. ALTERNATE PROPOSALS

Subject to the requirements of Section 7.2, Proponents may submit a Proposal that is substantially based on the requirements of this RFP, including the Submission Requirements. In addition, Proponents may also submit one or more Alternate Proposals, which in the Proponent's opinion will improve the overall benefits and value of the Project for the Authority.

Prior to preparing and submitting an Alternate Proposal, Proponents should submit an RFI seeking to establish whether such Alternate Proposal would generally be of interest to the Authority, and the Authority may in its discretion respond with such an indication.

The Authority will be under no obligation or liability in relation to the consideration or rejection of any Alternate Proposal or in relation to the indication of whether any Alternate Proposal would generally be of interest to the Authority.

7. EVALUATION

Proposals will be reviewed, evaluated and scored as described in this Section 7.

7.1 Evaluation Committee

The evaluation of Proposals will be carried out by a committee appointed by the Authority (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by such other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the Authority. The Evaluation Committee has the authority to establish its own methods and procedures for the review, evaluation and scoring of Proposals.

7.2 Mandatory Requirements

The Evaluation Committee will then review Proposals on a preliminary basis to determine whether they comply with the Mandatory Requirements. Proposals which do not, in the sole opinion of the Evaluation Committee, comply with the Mandatory Requirements may be rejected and not considered further in the evaluation process.

To be eligible for consideration, a Proponent must submit a Proposal, which conforms to and includes all of the following requirements:

- a) as set out in [Section-1.9](#), the Proponent must sign and deliver the Participation Agreement and any amendments, and must comply with the Participation Agreement;

- b) as set out in Section 8.4, the Proposal must be received at the Delivery Address, addressed to the Contact Person, before the Closing Time;
- c) contain a signed Proposal Declaration Form substantially as set out in Appendix E or as otherwise acceptable to the Authority in the Authority's discretion; and
- d) contain a signed Relationship Disclosure Form substantially as set out in Appendix F or as otherwise acceptable to the Authority in the Authority's discretion.

Proponents should note that the above requirements apply to all Proposals, including Alternate Proposals, provided however that only one copy of each of the Proposal Declaration Form and the Relationship Disclosure Form is required to cover all Proposals by that Proponent.

7.3 Affordability Review

The Evaluation Committee will determine whether each proposed Annual Service Payment exceeds the Annual Affordability Ceiling. If the Annual Affordability Ceiling is exceeded in a Proposal, the Evaluation Committee may reject that Proposal without further consideration or the Evaluation Committee may decide to review and evaluate the Proposal. The Evaluation Committee has the right to reject any, some or all Proposals in which the Annual Affordability Ceiling is exceeded. If the Evaluation Committee decides to consider the Proposal, it will be reviewed and evaluated by the Evaluation Committee.

7.4 Alternate Proposals Review

The Evaluation Committee will next review any Alternate Proposals to confirm that the Authority has previously confirmed in writing that the Alternate Proposal was of general interest to the Authority. If the Alternate Proposal had such previous confirmation, it will be reviewed and evaluated by the Evaluation Committee with all of the other Proposals.

If no prior confirmation of interest from the Authority was received in respect of an Alternate Proposal, the Evaluation Committee will determine whether the Alternate Proposal is of sufficient interest to be reviewed and evaluated. If the Evaluation Committee determines in its sole discretion that the Alternate Proposal is of interest, then such Alternate Proposal will be reviewed and evaluated by the Evaluation Committee. If the Evaluation Committee determines that the Authority would not under any reasonable circumstances be prepared to consider and accept the Alternate Proposal, then such Alternate Proposal will be rejected.

7.5 Evaluation and Selection

The Evaluation Committee will evaluate Proposals in accordance with the evaluation categories and weightings set out in Appendix D (Evaluation Scoring Guide). The Authority will in its discretion develop particular criteria for the Evaluation Committee to evaluate within these categories. The Evaluation

Committee will consider each of the evaluation categories to select the Proposal that the Evaluation Committee judges to be the most advantageous to the Authority.

The Evaluation Committee will perform a final evaluation and ranking of Proposals and will recommend the Preferred Proponent to the Authority.

The Authority will select the Preferred Proponent who will be invited to enter into negotiations to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

[If the Proposal of the Proponent recommended by the Evaluation Committee to be the Preferred Proponent exceeds the Affordability Ceiling, the Authority may reject such Proposal and not appoint such Proponent as the Preferred Proponent notwithstanding the evaluation of that Proposal.](#)

8. SUBMISSION INSTRUCTIONS

Proponents should comply with Appendix C (Submission Requirements and Pricing Schedules), which contains detailed information regarding:

- a) formatting, packaging and other general guidelines;
- b) Proposal forms to be submitted with the Proposals; and
- c) Submission Requirements.

8.1 Packaging

The Proposal should be delivered in one submission, consisting of the following packages described in Appendix C (Submission Requirements):

Package 1 – Transmittal Package

Package 2 – Design and Construction Packages

Package 3 – Facilities Management Package

Package 4 – Financial and Commercial Package

Package 5 – Pricing Schedules

Package 6 – Alternate Proposals

[Proponents should prepare their Proposals on the basis of the Final Draft Project Agreement without amendment. As set out in the Submission Requirements, the Proponent should identify any specific issues or changes considered necessary. The Proponents are advised to consider that the Authority has](#)

set the terms of the Final Draft Project Agreement after consideration of comments received from Proponents, and that the Evaluation Committee will in its evaluation of the Proposals consider the extent of any issues or changes requested to the Final Draft Project Agreement.

8.2 Submission Requirements for Alternate Proposals

Each Alternate Proposal should provide the following:

- a) full details of the proposed alternate;
- b) the reasons for the proposed alternate;
- c) the specific provisions of the RFP or the Project Agreement, that relate to or may be affected by the Alternate Proposal if it is accepted by the Authority;
- d) the specific benefits which the Proponent believes will accrue to the Authority if the Alternate Proposal is accepted by the Authority; and
- e) any increase or decrease in the prices contained in the Proposal which are affected by the Alternate Proposal if the Alternate Proposal is accepted by the Authority, any changes to the construction schedule and completion date, and any other factors which the proponent wishes the Evaluation Committee and the Authority to consider in evaluating and considering the Alternate Proposal.

8.3 Amendments to Proposal

A Proponent may amend its Proposal at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

8.4 Closing Time and Delivery Address for Proposals

Proposals must be received at the Delivery Address, addressed to the Contact Person, before the Closing Time.

Faxed, telephone or electronically submitted Proposals, or amendments, will not be accepted.

The calendar and clock designated as the official calendar and clock by the Authority at the Delivery Address, whether accurate or not, will be determinative with respect to whether a Proposal, including any part of a Proposal, or any amendment or amendments, has been received at the Delivery Address before the Closing Time.

The Authority may at any time and from time to time by Addendum amend, including by extending, the Closing Time.

If, due to unforeseen circumstances beyond its reasonable control, a Proponent is not able to provide the specified number of copies by the Closing Time, then at least one copy of each package must be delivered prior to the Closing Time and the remaining copies must be delivered no later than three calendar days after the Closing Time (or the next business day if the end of three calendar days falls on a weekend or a holiday when offices are closed in Kelowna).

8.5 Validity of Proposals

All Proposals and all prices in Proposals will remain valid and irrevocable until the expiry of the period ending October 31, 2008 (i.e. 3 months after the target date of July 31, 2008 for Financial Close). The only exception is the financial aspect of Proposals that is subject to the Financial Re-submission under Section 8.6.

With respect to the financial aspect of Proposals that is subject to the Financial Re-submission under Section 8.6, prices and terms will be valid and irrevocable until the expiry of a minimum period ending July 6, 2008 (i.e. a minimum of 4 months from the RFP Closing Time), and after re-submission will be valid and irrevocable for a minimum period ending August 31, 2008 (i.e. 1 month after the target date of July 31, 2008 for Financial Close). Proponents may indicate a longer validity period in their Proposals or their Financial Re-Submission.

8.6 Financial Re-Submission

In order to reduce the period for which the Proponents and their Senior Lenders are required to hold the pricing of the Senior Debt financing for the Proposals as valid and irrevocable, and in recognition of the possible difficulty and costs to Proponents of obtaining such pricing for extended periods of more than 4 months, Proponents may provide that the portions of their Proposal that are subject to such financing are valid only until July 6, 2008.

If the financial aspect of the Proposal that is subject to such financing is valid and irrevocable for a period that ends sooner than August 31, 2008, Proponents must at a date to be advised by the Authority, submit a re-pricing (the "Financial Re-Submission") of such financial aspect of the Proposal previously submitted by the Proponent. The Financial Re-Submission will allow Proponents and their Senior Lenders to provide such re-pricing Proposals based on the market conditions for financing as at the date of the Financial Re-Submission. The Evaluation Committee will be able to consider the Financial Re-Submission in the evaluation of Proposals.

The Authority will deliver a written notice for the Financial Re-Submission which will specify the closing

time and location for the Financial Re-Submission (which will be not less than 5 business days from the date of the Notice). For planning purposes, the Authority expects to deliver the notice on or after April 24th, 2008 (with Financial Re-Submission on May 1, 2008).

Proponents should not make or include any changes to Proposals other than as a result of changes to the finance terms of the Senior Debt that occur from the date of the submission of the original Proposal to the date of the Financial Re-Submission. The Financial Re-Submission should include the following information as described in Package 4 of Appendix C of this RFP Volume 2:

- a) Any changes to the Financing Plan as described in 4.4.2 of Appendix C (including any changes to the term sheets provided by the proposed Lenders), provided as part of the Proposal;
- b) A revised Financial Model as described in 4.4.4 of Appendix C.
- c) Confirmation from the Proponent and the Proponent's Senior Lenders of the terms of Financial Re-Submission on the same basis of the original Proposal, including confirming acceptance of the revised Financial Model and revised Pricing Schedules and accepting a fixed credit spread and other funding costs for the period from the date of the Financial Re-Submission to a minimum period ending August 31, 2008. ; and
- d) Required revisions to the Pricing Schedules resulting from the Financial Re-Submission.

8.7 Language of Proposals

Proposals should be in English. Any portions of Proposals that are not in English may not be evaluated.

8.8 Clarifications

If the Evaluation Committee decides that a Proposal is unclear or deficient in some aspects, but that these deficiencies are capable of being clarified, the Evaluation Committee may in its sole discretion, but is not required to, invite a Proponent to provide clarifications in writing. The Evaluation Committee will be able to consider any supplementary information received through such clarifications in the evaluation of Proposals.

8.9 Interviews

The Evaluation Committee may in its sole discretion, but is not required to, request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals and clarifications during the evaluation process. Interviews or presentations will be scheduled at a time and location and will be of a length of time to be determined by the Evaluation Committee. The agenda and procedure for the interview is at the sole discretion of the Evaluation Committee. The Evaluation Committee will be able to consider any supplementary information received through such interviews or presentations in the evaluation of Proposals.

8.10 Right to Verify

The Evaluation Committee may in its sole discretion, but is not required to, conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, including its directors, officers and Key Individuals, and conduct any other background investigations and seek other information that it considers necessary. The Evaluation Committee may rely on and consider any relevant information received from such reference and background checks in the evaluation of Proposals.

8.11 RFQ Stage

Through the RFQ Process, Proponents may have previously submitted information requested in this RFP, however, Proponents must ensure that all information they wish to be considered by the Evaluation Committee is provided in their Proposals. Although RFQ Responses are superseded by this RFP, the Evaluation Committee may, in its discretion, in the evaluation and consideration of Proposals take into account and rely on information submitted as part of the RFQ Response.

8.12 Waiver of Non-Conformities and Qualifications

The Authority reserves the right, exercisable in its sole and absolute discretion, to waive informalities, irregularities (including erasures or alterations), qualifications, conditions, or other deficiencies in, or failure of, a Proposal to conform to the requirements of the RFP, and consider and accept a Proposal which contains one or more such non-conformities, whether or not any non-conformity is substantial or material and would otherwise render such Proposal null and void or otherwise incapable of acceptance. The Evaluation Committee may consider such non-conforming Proposal for review and evaluation in the same manner as for Proposals that conform to the requirements of the RFP.

8.13 Contract Finalization

The Authority intends to attempt to finalize and award the Project Agreement to the Preferred Proponent identified through the RFP evaluation process. The Authority reserves the right to negotiate any aspects of the Preferred Proponent's Proposal, including the Annual Service Payment.

If, after reasonable attempts at finalizing the Project Agreement with the Preferred Proponent, the Authority believes further efforts are unlikely to achieve its objective of maximizing the overall value of the Project to the Authority, the Authority may break off the process for finalizing the Project Agreement with the Preferred Proponent. The Authority may instead commence the process for finalizing the Project Agreement with the Proponent who submitted the next highest ranked Proposal, who will then become the Preferred Proponent.

If the process for finalizing the Project Agreement with a Preferred Proponent is successful and the resulting Project Agreement is acceptable to the Authority, the Authority intends to award the Project Agreement to that Preferred Proponent.

8.14 Honoraria for Participation in RFP

The Authority will pay the lesser of (i) \$400,000 (inclusive of any GST payable) or (ii) the substantiated out of pocket costs reasonably incurred by the Proponent in the preparation of a Proposal to:

- a) each unsuccessful Proponent that submits a bona fide and responsive Proposal, that materially and substantially conforms to the provisions of this RFP, sufficiently and in such a manner that the Proposal would be considered by a reasonable public sector owner to be a reasonably complete and competitive Proposal submitted in good faith by a Proponent who intended to conform to and comply with all requirements of this RFP; or
- b) in the event the Authority exercises its rights under this RFP to cancel or terminate the Competitive Selection Process prior to entering into the Project Agreement with a Proponent,

provided in that such Proponents have complied with the following conditions:

- c) the Proponent has executed a waiver releasing the Authority from liability regarding the Competitive Selection Process,
- d) the Proponent has licensed to the Authority, on terms acceptable to the Authority, all intellectual property rights contained in its Proposal, and
- e) the Proponent has waived or obtained a waiver of all moral rights contained in its Proposal.

The Authority shall not be obligated to make any such payment to any Proponent that withdraws from the Competitive Selection Process or, except in the circumstances described in (b) above, any Proponent that does not submit a Proposal as described in (a) above.

8.15 Intellectual Property Rights

The Authority will have and will be deemed to be granted by Proponents a royalty -free license (including the right to assign or grant sub-licences to the Ministry of Health) without restriction to use for this Project or for any other project, any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets obtained from Proponents either from their Proposals, or that are otherwise disclosed by the Proponent to the Authority.

The Authority acknowledges and agrees that Proponents will not be responsible or liable for any use of information, ideas, concepts, products, alternatives, processes, recommendations or suggestions by the Authority with other Proponents for the Project, or for projects other than the Project whether such use is by the Authority or any sub-licensee or assignee of the Authority.

8.16 Debriefing

Following Financial Close, representatives of the Authority will, upon request, conduct a debriefing for each unsuccessful Proponent. During such debriefing, the Authority will discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Authority will not disclose or discuss any confidential information of another Proponent.

8.17 Fairness Advisor

The Authority has appointed Ms. Joan Young (the "Fairness Advisor") to monitor the evaluation process undertaken by the Evaluation Committee. This includes, but is not limited to, monitoring the evaluation, including the ranking, of the Proposals and the selection, if any, of the Preferred Proponent. The Fairness Advisor will provide a written report in respect of the Proposal evaluation process to the Authority, which will be made public following Financial Close.

The Fairness Advisor will be:

- a) provided full access to all documents, meetings and information related to the evaluation processes under this RFP which the Fairness Advisor, in its sole discretion, decides is required; and
- b) kept fully informed by the Authority of all documents and activities associated with this RFP.

9. GENERAL MATTERS

9.1 Addenda

The Authority may in its absolute discretion through the Contact Person amend this RFP at any time before the Closing Time, by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to RFIs will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFP. The Authority will deliver Addenda to Proponents in accordance with RFP Volume [2](#), Section 1.1.

9.2 Proponents and Changes to Their Teams

If for any reason a Proponent wishes or requires to change a corporate or individual member of its Proponent Team from that identified under the RFQ, or to include new members on its team, then the Proponent must submit a written application to the Authority for approval. The Proponent will provide with its application documentation to demonstrate that the proposed substitute has, overall comparable or better qualifications, experience and ability in comparison to the original named entity or person. The Authority, in its absolute discretion, may grant or refuse an application under this Section and in

exercising its discretion the Authority will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponents. For clarity:

- a) the Authority may refuse to permit a change to the membership of a Proponent Team if:
 - (1) the change would in the Authority's judgement result in a weaker team than the original Proponent Team; or
 - (2) the evaluation of the new team, using the evaluation criteria described in the RFQ, would have resulted in them not being included in the short list;
- b) the Authority may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent.

9.3 Material Change After RFP Closing Date

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or a change to its financial capability, and must not make the change unless permitted to do so under RFP Volume 2, Section 9.2.

9.4 No Contract

This RFP is neither an offer nor an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under or arises from this RFP, or as a result of or in connection with the submission of a Proposal, including as a result of or in connection with the submission of any part of the Proposal, save and except only if the Project Agreement is executed and delivered and then only to the extent expressly set out in the Project Agreement.

9.5 No Obligation to Proceed or Make any Selection

The Authority has no obligation or duty, in any way, whether in contract, tort or otherwise, to do anything whatsoever to complete this RFP stage, to proceed to or complete any other part of the Competitive Selection Process, to enter into the Project Agreement, with any Proponent or the Preferred Proponent if one is selected and offered the opportunity, or to enter into any agreement with respect to all or any part of the Project, to accept, review or evaluate any one or all Proposals, to extend any invitations, to select a Preferred Proponent. The Authority may in its discretion accept or reject any or all Proposals, including any Proposal that does not meet all of the requirements set out in this RFP.

Without limiting any other term of this RFP, the Authority may in its discretion for any reason including if the Authority does not select a Preferred Proponent within six months of the Closing Time, or for any

other reason that the Authority in its discretion considers to be in the interests of or advantageous to the Authority, terminate the Competitive Selection Process, including this RFP, and implement or issue any other procurement or other process including a negotiation process for, or to proceed in any other manner whatsoever, at any time and from time to time, with any part of parts of the Project. In so doing, the Authority may at any time, and from time to time, contract directly with any Person, including any one or more Proponent Team Members or any contractors, advisers or other person engaged by or through any Proponent.

If the Authority determines in its discretion that it has not received any compliant Proposals then, without limiting any other term of this RFP, the Authority may take any steps that the Authority in its discretion considers to be in the interests of or advantageous to the Authority, including implement a negotiation process:

- a) with the Proponent who submitted the Proposal which the Authority considers, in its discretion, is most advantageous to the Authority, and attempt to finalize a Project Agreement with that Proponent on terms, conditions, and scope acceptable to the Authority; and
- b) with any other Proponent or other Person whom the Authority considers, in its discretion, to be capable of completing the Project for a price and on terms and conditions acceptable to the Authority, and to be otherwise appropriate.

9.6 No Obligation to Accept the Lowest Priced Proposal

The lowest cost Proposal will not necessarily be accepted. The Authority has no obligation to accept the Proposal with the lowest Annual Service Payments^s or the Proposal with lowest Net Present Value (NPV) of the Annual Service Payments^s.

9.7 Reservation of Rights

Without limiting any other rights set out in this RFP, the Authority reserves the right, in its sole and absolute discretion:

- a) to amend the scope of the Project, modify, cancel or suspend the RFP process at any time and for any reason;
- b) to at any time seek clarifications of or any additional information in connection with, or modifications of, any Proposal from any one or more Proponents, but not necessarily all Proponents, and in any manner including through written correspondence or interviews and consider such clarifications and additional information in the evaluation process;
- c) not to seek any clarifications, additional information or modifications from any one or more Proponents;

- d) to waive a defect or irregularity in a Proposal even if that defect or irregularity would otherwise render that Proposal null and void or otherwise incapable of acceptance;
- e) to accept or reject any Proposal based on any evaluation categories as evaluated by the Evaluation Committee;
- f) not to accept any or all Proposals;
- g) subject to any payment required by Section [8.14](#), to reject or disqualify any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- h) to negotiate any and all aspects of a Proposal;
- i) to re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- j) to make any changes to the terms of the business opportunity described in this RFP; and
- k) to extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

9.8 Partnerships BC Projects

The Authority may at any time, including without limitation for purposes of evaluation and negotiation, take into account any information that becomes available to it from any source. Without limiting the foregoing, the Authority has engaged Partnerships BC, which is currently engaged in two other health care projects as well as projects in other sectors, and the Authority may receive information in respect of those other projects which may be relevant to Proponents or Proponent Team Members. Subject to the provisions of Section 1.3 in respect of “Commercial in Confidence”, the Authority may share information that is available from this Project to Partnerships BC and the other projects. Proponents should not, however, assume that such sharing of information will take place and must ensure that all information they wish to be considered by the Authority is provided in their Proposals for this Project.

9.9 Confidentiality and Freedom of Information and Protection of Privacy Matters

All documents and other records in the custody of or under the control of the Authority may be subject to the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”) and other applicable legislation. Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all Proposals and all other documents and all other records submitted by a Proponent in connection with this RFP will be considered confidential.

9.10 No Collusion

Proponents, Proponent Team Members and Key Individuals will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals. Proposals will be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member), knowledge, comparison of information, or arrangement, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent).

9.11 No Lobbying

Proponents, Proponent Team Members and Key Individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not in relation to the Project, this RFP, or the Competitive Selection Process, engage in any form of political or other lobbying whatsoever, including for the purpose of influencing the outcome of the Competitive Selection Process or the selection of the Preferred Proponent. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Ministry of Health, Partnerships BC or, including any Minister or Deputy Minister of the Authority, any member of the Executive Council, any Members of the Legislative Assembly, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of,

- a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, or the Project Agreement, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of the foregoing, the Authority in its sole

discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the honorarium set out in Section [8.14](#).

9.12 Disclosure and Transparency

The Authority is committed to an open and transparent procurement process. To assist the Authority in meeting its commitment, Proponents 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 RFP document, other than Volumes 3 and 4;
- the number of Proponents; and
- the name of Proponents.

Following Financial Close, the Authority expects to disclose:

- the Fairness Advisors report; and
- the Value for Money Report.

Each Proponent agrees that:

- a) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, 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 written approval of the Authority;
- b) it will notify the Authority of any and all requests for information or interviews received from the media; and
- c) it will ensure that all of the Proponent Team Members and others associated with the Proponent comply with the requirements of this RFP.

9.13 Conflicts of Interest/Relationship Review Process

Proponents must submit the Relationship Disclosure Form attached as Appendix F (Relationship Disclosure Form) with their Proposal.

No Use or Inclusion of Restricted Parties

The Authority may, in its sole and absolute discretion, disqualify a Proponent that uses in any manner, or that includes in its Proposal preparation, a Restricted Party. The onus is on the Proponents to ensure that they do not use or include any Restricted Party.

Subject to a decision of the Conflict of Interest (COI) Adjudicator, a Restricted Party:

- is not eligible to advise any Proponents with respect to their participation in the Competitive Selection Process; and
- unless otherwise consented to by the Authority, must not participate as an employee, advisor, consultant or member of any Proponent or Proponent Team Member prior to completion of the Competitive Selection Process.

Current Restricted Parties

At this stage of the Competitive Selection Process, the Authority has identified the following persons, firms or organizations, and their agents, consultants, subcontractors and employees as Restricted Parties.

- Certain current or former subcontractors, agents, representatives and advisors of Restricted Parties which include but are not limited to:
 - a. Boughton Law Corporation
 - b. Bush Bohlman and Partners
 - c. Cannon Design
 - d. CTQ Consultants Ltd.
 - e. EBA Engineering Consultants Ltd.
 - f. Ernst & Young Orenda Finance Inc.
 - g. Fasken Martineau Dumoulin, LLP
 - h. Heenan Blaikie, LLP
 - i. Hirschfield Williams Timmins Ltd
 - j. Levelton
 - k. Opus Hamilton Consultants Ltd.
 - l. Pacific Meridian Consulting
 - m. RA Duff & Associates Incorporated
 - n. Spiegel Skillen & Associates Ltd.
 - o. Viewpoint Landscape Architects Inc.
- The Province, the Authority, Partnerships BC and any of their respective directors, officers, representatives (including members of the Executive Council), managers, employees, consultants, advisors and/or agents, the Fairness Advisor, the Conflict of Interest Adjudicator and other individuals who have had involvement in the Kelowna and Vernon Hospitals Project.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum. Neither the Authority nor any of its employees, advisors or representatives is liable to any Proponent for any claims, whether for preparation costs of the Proposal, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Restricted Parties in any Proposal for the Competitive Selection Process.

Shared Use

A Shared Use Person is eligible to do work for a Proponent, but is required to commit that they will not enter into exclusive arrangements with any Proponent. This includes Persons who have unique or specialized information or skills such that their availability to all Proponents is necessary to ensure a fair Competitive Selection Process.

- a) No Shared Use Persons have been identified.

Conflict of Interest Adjudicator

The Authority has appointed Mr. Leslie R. Peterson, QC as Conflict of Interest Adjudicator (“COI Adjudicator”) to make decisions on issues that are referred to him by the Authority or a Proponent on conflicts of interest or unfair advantage, including whether any person is a Restricted Party. The decision of the COI Adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for advance ruling or a request by the Authority at any stage of the evaluation process, is final and binding on the persons requesting the decision and all other parties, including, without limitation, all Proponents, Proponent Team Members, and the Authority.

Request for Advance Rulings

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is or may be a Restricted Party, is encouraged to request an advance ruling in accordance with this Section through the following process:

To request an advance ruling of whether a person is a Restricted Party, a Proponent or prospective team member or advisor of that Proponent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email or by hand or courier delivery, the following information:

- names and contact information of the Proponent and the person or firm for which the advance ruling is requested;
- description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage; and

- copies of any relevant documentation.

All requests for advance rulings will be treated in confidence. If a Proponent or prospective Proponent 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.

The Authority May Request Advance Rulings

The Authority may also independently ask for advance rulings where it identifies Persons who may be Restricted Parties. The Authority will, if it seeks an advance ruling, provide the COI Adjudicator with relevant information in its possession about the participation of the Person in the Project or other circumstances that may render such person a Restricted Party. The Authority will give notice to the possible Restricted Party so that it can make its own response to the COI Adjudicator.

Exclusivity

Prime Members, Key Individuals and Equity Providers/Equity Member can only participate as members of one Proponent Team unless they are a Shared Use Person.

9.14 Delivery and Receipt of this RFP, Addenda, Proposals, Communications and Other Documents

Proponents are solely responsible to ensure that they have received the complete RFP. By submitting a Proposal each Proponent represents that the Proponent has verified receipt of a complete RFP, has understood the complete RFP, and delivers the Proposal on the basis of the complete RFP, including all Addenda.

Neither the Authority, nor its employees, servants, agents, or representatives will be in any way responsible or liable or makes any guarantee, warranty or representation whatsoever as to:

- a) the timely, complete, effective, condition (including security) upon delivery, or receipt of any, communication, enquiry, response, information or other documentation, including the RFP, or any and all Addenda, any Proposal any part of a Proposal, including the Submission or any amendments to any part of a Proposal, from or by any Person, including a Proponent or the Authority, whether by email, by courier, by hand, or by facsimile; and
- b) the working order, functioning or malfunctioning, or capacity of any electronic email or information system, including the Data Room.

Each part of this RFP, any and all Addenda and any other communications, responses or other documentation delivered by or on behalf of the Authority will be deemed validly delivered to and received by the intended recipient, including any Proponent, at the time that the RFP, such Addenda, communications, responses or other documentation, as the case may be by electronic email to the email address designated by the Proponent as the email address for receipt of information in connection with the RFP.

9.15 Proponent Team Members and Subcontractors

Proponents are responsible to ensure that their Proponent Team Members, subcontractors, suppliers, manufacturers, advisors, consultants and sub-consultants, and everyone associated with or related to the foregoing, observe the terms of this RFP.

9.16 No Reliance

Neither the Authority, nor its employees, servants, agents, or representatives makes any representation, warranty, guarantee or endorsement, or has any liability, obligation or responsibility whatsoever in contract, tort or otherwise, with respect to the scope, quality, timeliness, accuracy, reliability, appropriateness, sufficiency, relevance or completeness of any information or any statements, representations, assurances, commitments, or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other Persons.

Without limiting the foregoing, borehole logs or test pit logs provided by or on behalf of the Authority with any geotechnical information, record only the observations which were made at the specific locations described and at the specific times recorded, and may not be representative or indicative of anticipated or actual conditions encountered either at locations immediately adjacent thereto or, with respect to groundwater and other anticipated or actual conditions, at any other times. No actions or omissions, communications or responses, including information, statements, opinions, comments, consents, waivers, acceptance or approvals made or raised by or on behalf of the Authority, its employees, servants, agents, or representatives in relation to any matter, including the Competitive Selection Process, this RFP, the Initial Draft Project Agreement, the Final Draft Project Agreement, the Project Agreement, or the Project, at any time or times during the Competitive Selection Process, including during this RFP stage or during or before any Meeting, will be binding on the Authority or be relied upon in any way by the Proponent, or the Proponent Team Members for any purpose whatsoever; be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent or another of the Proponents, or will amend or waive any term of this RFP in any way for any purpose whatsoever, unless and only to the extent expressly incorporated by Addendum, or expressly set out in a RFI Response issued by the Authority to the Proponents.

By submitting a Proposal, each Proponent represents and warrants to the Authority that its Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by the Proponent and its Proponent Team Members.

Nothing in this RFP or otherwise relieves Proponents from undertaking their own investigations and examinations, including as they consider necessary or desirable, and developing their own analysis, interpretations, opinions and conclusions including in respect of any bore hole logs and test pit logs provided by or on behalf of the Authority, with respect to the preparation and delivery of their Proposals, and with respect to this RFP, the Initial Draft Project Agreement, the Final Draft Project Agreement, the

Project Agreement, and the Project.

Any and all use of or reliance upon, in any way whatsoever, any information, including as described in this Section 9.16 of this RFP or any statements, representations, assurances, commitments or agreements which Proponents believe they may have received or reached with any stakeholders, interested parties, or other Persons will be at their sole risk and without recourse of any kind whatsoever against the Authority.

9.17 Site Visits

As set out in Section 5.2 of Volume 1 of this RFP, Proponents may wish to conduct an investigation of the site.

By participating in a site investigation the Proponent will irrevocably waive, release and forever discharge the Authority and the Authority's employees, servants, agents, or representatives from any liability for any and all claims, losses, costs, expenses, damages, suits, actions and demands the Proponent may at any time have or incur as a result of or arising out of the site investigation.

In consideration of the opportunity to participate in the site investigation, the Proponent will indemnify and save harmless the Authority and the Authority's employees, servants, agents, or representatives from and against all losses, costs, damages, suits, actions and demands and any liability for them to any person or property arising out of the Site investigation.

9.18 Cost of Preparing the Proposal

Subject to any payment required by Section [8.14](#), each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including without limitation all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

9.19 Limitation

Each Proponent on its own behalf and on behalf of the Proponent Team and any member or prospective member of a Proponent Team acknowledges and agrees:

- a) not to bring any Claim against the Authority or any of its employees, advisors or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of the RFP or Competitive Selection Process, including without limitation (i) in the event the Authority accepts a non compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any other rights under the RFP; and

- b) to waive all Claims against the Authority or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Authority and the Proponent for any reason, including without limitation (i) in the event the Authority accepts a non compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any other rights under the RFP .

This section 9.19 shall not limit the Authority's obligation to make payment pursuant to RFP Volume 2, Section 8.8, provided however that in no event shall the Authority's liability exceed the amount calculated pursuant to RFP Volume 2, Section 8.8.

9.20 Ownership of Proposal

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

10. DEFINITIONS

In this RFP:

Addenda or **Addendum** has the meaning set out in RFP Volume 2, Section [9.1](#);

Alternate Proposal has the meaning set out in RFP Volume 2, Section 6.

Annual Affordability Ceiling or **Affordability Ceiling** has the meaning set out in RFP Volume 1, Section 4.1;

Annual Service Payment means the [Service Payments identified to be payable for each Contract Year, and including payments for Other Site Services, Initial Service Commencement and Service Commencement, but excluding any adjustments for Deductions and energy guarantees.](#)

Authority means Interior Health Authority;

Authority Representatives means personnel including employees of the Authority and contracted consultants and advisors;

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

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

Delivery Address has the meaning given to it in the Summary of Key Information;

Closing Time means the time indicated in the Summary of Key Information;

Competitive Selection Process means the process described in this RFP (and prior to that the RFQ) for selection of a Preferred Proponent and finalization of and execution of the Project Agreement, including but not limited to, any interviews by the Authority and any clarifications and additional information that may be requested by the Authority;

Confidential Information means all information which the Proponent directly or indirectly receives or acquires from or through any one or more of the Authority, or its employees, agents and consultants, whether before or after the issuance of this RFP, either in writing, or other visual or electronic form orally or through observation at the Site, or at any facilities of the Authority relating to the financing, designing, development, construction, commissioning, or any other aspect of the Project, including, without limitation, information in the Data Room; trade secrets; designs and design concepts; design data; calculations; operating and maintenance parameters; procedures and manuals; specifications; drawings, plans and sketches; reports; surveys; source codes; object codes; 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 containing or based on any such information and any other information which by written notice from the Authority at the time of disclosure to the Proponent is required to be kept confidential by the Proponent. Confidential Information also includes all information prepared by the Proponent and submitted in its Proposal;

Conflict of Interest Adjudicator has the meaning set out in RFP Volume 2, Section 9.13;

Contact Person means the person identified as such in RFP Volume 2, Section 1.3;

Data Room means the website described in this RFP, including in Section 3 and identified as such by the Contact Person in writing to each of the Proponents;

Data Room Agreement means the agreement in relation to the Data Room, which agreement has been signed by the Authority and each Proponent prior to the date of this RFP;

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

Equity Member means individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have an ownership or equity interest in the Project in connection with the Proponent, as described in the Response to the RFQ, as such individuals, corporations, and other entities may be changed, including reorganized, added to, or substituted in accordance with and subject to the permission of the Authority pursuant to the RFP;

Evaluation Committee means the committee established by the Authority to evaluate the Proposals;

Evaluation Criteria means the criteria referred to RFP Volume, 2 Appendix D;

Facility(ies), has the meaning set out in Schedule 1 (Definitions and Interpretations);

Fairness Advisor means the person described in RFP Volume 2, Section 8.17;

Final Draft Project Agreement has the meaning set out in RFP Volume 2, Section 1.6;

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;

[Financial Re-Submission](#) has the meaning set out in [Section 8.6](#).

FOIPPA has the meaning set out in RFP Volume 2, Section 9.9;

Funder means any or all of the persons who have arranged or provided or will arrange or provide financing or funding to a Proponent if it is selected as the Preferred Proponent and enters into the Project Agreement, but does not include the Equity Members unless such Equity Members also provide non-equity financing to Project Co and after the award of the Project Agreement has the meaning given to it in the Project Agreement.

Initial Draft Project Agreement has the meaning set out in RFP Volume 2, Section 1.6;

Key Individuals means the person identified in the Proponent's Proposal;

KGH means the Kelowna General Hospital

KGH-AAC has the meaning set out in RFP Volume 1, Section 3

KGH-ED has the meaning set out in RFP Volume 1, Section 3

Lands has the meaning set out in Schedule 7 (Lands);

Mandatory Requirements has the meaning given to it in RFP Volume 2, Section 7.2;

Meetings means the bilateral meetings between the Authority and each of the Proponents, described in RFP Volume 2, Sections 1.5.1;

Participation Agreement means the Participation Agreement, including all amendments thereto, substantially as provided by the Contact Person or as otherwise acceptable to the Authority in the Authority's discretion;

Partnerships BC means Partnerships British Columbia Inc.;

Periodic Payment has the meaning set out in Schedule 8 (Payments);

Preferred Proponent means the Proponent selected pursuant to this RFP to negotiate and enter into the Project Agreement;

Prime Members means any individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent, who has a role which involves one of the following:

- Equal to or greater than **10%** in the construction activity; or
- Equal to or greater than **25%** of the design activity.

Project means the design, construction, financing, commissioning and provision of selected Services for the Facilities/Facility in accordance with the Project Agreement;

Project Agreement means, (i) prior to the Authority awarding a contract for the Project to the Preferred Proponent and execution of that contract, the most recently issued Initial Draft Project Agreement, once issued, or the Final Draft Project Agreement, once issued, and (ii) after the execution of a contract by the Authority and the Preferred Proponent for the Project, the contract as executed by the Preferred Proponent and the Authority, and in each case includes all Addenda, Appendices, schedules and exhibits thereto.

Project Co means the entity proposed by the Preferred Proponent to enter into the Project Agreement with the Authority;

Proponent(s) means any one of the entities listed in RFP Volume 1, Section 1.3.;

Proponent Team means the Proponent, Prime Members, Equity Members, and Key Individuals;

Proposal means a proposal including all Alternate Proposals submitted in response to this RFP [, and includes the Financial Re-Submission;](#)

Proposal Declaration Form means the form attached as Appendix E (Proposal Declaration Form) to this RFP;

Rectification has the meaning set out in Schedule 8 (Payments);

Rectification Period has the meaning set out in Schedule 8 (Payments);

Relationship Disclosure Form means the form attached as Appendix F (Relationship Disclosure Form) to this RFP;

Restricted Party means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or relevant confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents. Restricted Parties for this RFP are identified in RFP Volume 2 Section 9.13;

RFI has the meaning set out in RFP Volume 1, Section 1.1;

Services has the meaning as set out in Schedule 4 (Services Protocols and Specifications);

Service Commencement has the meaning as set out in Schedule 1 (Definitions and Interpretations)

Service Failure has the meaning set out in Schedule 8 (Payments);

Service Payment has the meaning set out in Schedule 8 (Payments);

Shared Use Person means those persons or firms who are specifically named in RFP Volume 2 Section 9.13;.

Team Change includes, in respect of a Proponent, a Proponent Team, or any member of a Proponent Team (including Key Individuals), a re-designation, modification, removal, reorganization, addition, substitution, and change in ownership or control;

Unavailability Event has the meaning set out in Schedule 8 (Payments);

Unavailability Deduction has the meaning set out in Schedule 8 (Payments);

Submission Requirements means the requirements of RFP Volume 2, Appendix C (Submission Requirements);

VJH means Vernon Jubilee Hospital; and

VJH-DTB has the meaning set out in RFP Volume 1, Section 3.

APPENDIX A – REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION Kelowna and Vernon Hospitals Project

Proponent Request Number

Date

Proponent Team Name

Contact Person

E-mail

Phone No.

Request (one request per sheet)

Tick this box to request consideration that this query be treated as “Commercial in Confidence”.

INTERNAL USE ONLY

Communication Log Reference No.

Commercial In Confidence Request

Approved / Returned to Proponent

Team Responsibility

Design / Construction

Financial / Commercial

FM

Other

Date response returned to Proponent

/ Posted

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APPENDIX C – SUBMISSION REQUIREMENTS and PRICING SCHEDULES

This Appendix C sets out the requirements for submission of Proposals. For ease of reference Proposals should be written using the section numbers and titles as indicated, with variations, if any, clearly identified. Any deviation in the Proposal from the requirements of the RFP or the Final Draft Project Agreement should be clearly noted.

1. Submission Requirements

The following delivery, format, and content requirements should be followed for all Proposals in order to facilitate consistency in Proposal evaluation and to facilitate consideration of each Proposal.

2.1 Delivery

- 2.1.1 Proposals including Packages 1, 2, 3, 4, 5, and 6 (if applicable) must be delivered by hand or courier to the Delivery Address before the Closing Time.
- 2.1.3 Proposals are to be delivered in one or more packages clearly labeled with the “RFP Title”, “Contact Person”, and “Delivery Address” all as shown on the RFP Summary of Key Information.
- 2.1.4 Each package of the Proposal must be clearly labeled to identify the number of packages comprising the whole Proposal.
- 2.1.5 The name and mailing address of the Proponent must be clearly shown on the exterior of each Proposal Package.
- 2.1.6 The Proponent is solely responsible for ensuring that all packages forming a part of its Proposal are securely sealed, clearly labeled to identify the number of parcels or boxes comprising the whole Proposal, the Project Title, the contents of each package, and the Proponent.
- 2.1.7 one (1) original master document (without punch holes) and five (5) complete and identical copies must be submitted in 3-ring binder(s) each marked “Copy x of 5”.
- 2.1.8 one (1) complete and identical copies must also be submitted on CD in Adobe PDF format arranged in a directory structure that mirrors the hard copy submission. Each CD shall be clearly marked with the Proponent Team Name and indicative of contents. Note that some specific portions of the Proposal are to be provided in other file formats (e.g.

MS Project 2003 or MS Excel 2003). Such requirements are stated specifically throughout this Appendix C.

- 2.1.8 Text and tables should be on 8.5" x 11" paper. Where practical, text should be 1.5 spaced and not smaller than 11-point typeface. Drawings submitted with the Proposal should be in format no larger than 11" x 17" paper where possible, or folded to fit in a 3-ring binder.

2.2 Proposal Content for Submission

Information provided by the Authority on any specimen form required to be submitted as part of a Proposal must not be altered, qualified, or contradicted in any way by the Proponent either on the face of the submitted form or in any other part of their Proposal.

Information to be considered for evaluation must be included in the Proposal. No hyperlinked or web-linked information will be accepted or evaluated.

2.3 Proposal Overview

This section summarizes the package contents that are to be submitted.

Package 1 - Transmittal (one original)

Package 2a Kelowna General Hospital – Design and Construction (one original and ten (10) copies) of written document and five (5) copies of drawings

Package 2b – Vernon Jubilee Hospital – Design and Construction (one original and ten (10) copies) of written document and five (5) copies of drawings

Package 3 – Services (one original and six (6) copies)

Package 4 –Financial and Commercial (one original and seven (7) copies)

Package 5 – Pricing Schedules (one original and seven (7) copies)

Package 6 – Alternate Proposals (if applicable) (one original and seven (7) copies

APPENDIX C – SUBMISSION REQUIREMENTS and PRICING SCHEDULES

The Proponent will demonstrate that it can: design and construct and provide Services in a Facility that meets the requirements of the Output Specifications (Schedules 3 and 4 of the Project Agreement) and facilitates and enhances the Authority’s provision of the Clinical and Non-Clinical Services, while fulfilling the requirements and responsibilities of the Project Agreement. The Authority will evaluate Packages 2 (Design and Construction), 3 (Services), 4(Commercial and Financial) 5, (Pricing Schedules) and 6 (Alternate Proposals) (if applicable) and the Proposal, and determine which Proposal provides the best overall value for money for the Kelowna and Vernon Hospitals Project.

This Appendix C includes:

- Proposal Requirements
- Pricing Schedules

The table below describes the proposals requirements. For ease of reference Proposals should be written using the section numbers and titles as indicated with variations, if any, clearly identified. Any deviation in the Proposal from the requirements of the RFP or the Final Draft Project Agreement should be clearly noted.

Note: Defined terms have the meaning set out in the RFP or in the Final Draft Project Agreement as the context may require. References to the Schedules and the Appendices are to the Schedules and Appendices to the Final Draft Project Agreement unless otherwise specified.

For Proposals, Proponents should use the section numbers and titles provided in the table below.

PACKAGE 1 – Transmittal (Noted, Not scored)		
	Focus Area	Submission Requirements
	Cover Letter	(a) Provide a cover letter that includes or attaches: <ul style="list-style-type: none"> (i) The completed Proposal Declaration Form (included as Appendix E, Volume 2 of this RFP) (ii) The completed Relationship Disclosure Form (included as Appendix F, Volume 2 of this RFP); (iii) Overview table of contents for the Proposal; (iv) Confirmation of the Company/Firm name, Key Individuals and significant team members for each of the following: <ul style="list-style-type: none"> (1) Consortium/Lead

PACKAGE 1 – Transmittal (Noted, Not scored)		
	Focus Area	Submission Requirements
		<p>(2) Equity Providers</p> <p>(3) Design Team</p> <p>(4) Construction Team</p> <p>(5) Facility Management Team</p> <p>(6) Financial Advisor</p> <p>(7) Legal Advisor</p> <p>(8) Other(s) (specify)</p> <p>Note: If there have been any changes to team members or Key Individuals as were specified in the Proponent's Submission under the RFQ then any such changes should be approved by the Authority. (Reference RFP Volume 2 Section 9.2)</p> <p>(v) Confirmation of the name and contact details for the Proponent's Authorized Representative.</p> <ul style="list-style-type: none"> •The Proponent's Authorized Representative will be the <u>only</u> contact person to receive communication from the Contact Person regarding the RFP. •Proponent's Representative: <ul style="list-style-type: none"> (1) Name (2) Employer (3) Mailing/Courier Address (4) Telephone No. (5) Facsimile No. (6) E-mail address (7) Website address

PACKAGE 2 – Design and Construction

Information is to be provided separately for each of Kelowna General Hospital and Vernon Jubilee Hospital. In response to this section, the Authority anticipates receiving responses which contain two independent packages one pertaining exclusively to Kelowna General Hospital and one pertaining exclusively to Vernon Jubilee Hospital.

The following submission requirements are considered to be minimum documentation and information requirements. The Authority encourages all Proponents to provide any additional information that best illustrates the concepts they have developed.

PACKAGE 2 Design and Construction

2.	Focus Area	Evaluation Criteria	Submission Requirements
2.1.	Design Project Delivery		
2.1.1.	Approach	<ul style="list-style-type: none"> • The extent to which the proposed design solution meets or exceeds the output specifications, including any unique and innovative features, and its impact on the interface between the Services and each of the Clinical Service and Non-Clinical Services while considering the resulting effect on functional and operational efficiencies and on equipment. • The extent to which the Design process, including provisions for consultation meet or exceeds the output specifications. 	<p><u>(a)</u> Describe (in not more than <u>5000</u> words) the Proponent’s management plan for the integration of the design, construction and Services phases of the project, describing:</p> <ul style="list-style-type: none"> (i) The design methodology and general approach to the Project. Indicate the Proponent’s understanding of the Project, processes and roles of both the Authority and Project Co. (ii) How the Proponent will ensure that the consideration of the Services is fully integrated into the design and construction of the Facility. (iii) Proposed program, identifying milestone dates and review activities. <p><u>(b)</u> Describe and provide details of where interface issues have been streamlined so that efficiencies are provided and a seamless service will exist between the provision of the</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>Services by Project Co and the provision of the Clinical Services and Non-Clinical Services by the Health Authorities.</p> <p><u>(c)</u> Provide an overview of the design process including:</p> <ul style="list-style-type: none"> (i) Design development from the initial Schematic Design through to working drawings as set out in Schedule 2, clause 5.5 Design Process (ii) Design consultation and reviews (iii) Value optimization (iv) Design documentation (v) Design constraints (vi) Design risks and risk management strategy
2.1.2.	Organization	The extent to which the proposed organizational structure and knowledge, competencies and skills of the Key Individuals supports the Proposal to meet or exceed the output specifications.	<p>(a) Describe the Proponent’s organization including:</p> <ul style="list-style-type: none"> (i) Information and an organization chart specifying the structure and roles of participants who will be assigned to the Project for all phases related to design. (ii) Key design personnel. Where individuals are identified that were not previously identified in the RFQ Response, attach curriculum vitae, and information on their experience on healthcare projects of a similar size and nature. (iii) A summary of the current project workload of the Proponent’s design team including a detailed list of current staff and manpower available for this Project, and

PACKAGE 2 Design and Construction			
<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			their anticipated commitment levels.
2.1.3.	Quality Assurance	The extent to which the proposed Quality Assurance plan meets industry standards	Describe your approach to Quality Assurance during the design and construction phases of the Project, to meet industry standards in Quality Assurance and in accordance with Project Agreement Schedule 2 Design and Construction Protocols, Section 8.5
2.1.4.	Design Principles	The extent to which the proposed design principles meet key building design and operations requirements as they relate to the Project Vision and Guiding Principles.	<p>(a) Describe, in not more than <u>3000</u> words, how the design principles in the proposal will meet the project vision and guiding principles in Section A2.1 of Volume 2 (KGH) and Volume 3 (VJH)</p> <p>(b) Identify and describe, in not more than 1000 words, those features of the design and construction of the facilities that enhance the Authority's provision of the Clinical Services and Non-Clinical Services, especially those which may increase the efficiency and effectiveness while reducing the cost of the provision of those services or which may otherwise provide downstream benefits to the Authority in their day-to-day activities.</p>
2.1.5.	Approvals Process	The extent to which the Proposal demonstrates the Proponent's understanding of the Approvals process.	<p><u>(a)</u> Identify whether the design proposal will require any variance(s) in the existing zoning.</p> <p><u>(b)</u> In the event that a change in the zoning is required, describe how the Proponent will manage the approval of the require zoning amendments and/or by-law variances.</p>
2.2.	Design Criteria		
2.2.1.	Site Development	<ul style="list-style-type: none"> ■ The extent to which the Proposal meets or exceeds the site development output specifications. ■ The extent to which the Proposal meets or exceeds the site criteria detailed in Volumes 2 and 3 section 	<p>(a) Provide a site development plan.</p> <p>(b) Provide the following information:</p> <p>(i) Site context, including site development, adjacent roads and property uses (1:1000 context plan).</p> <p><u>(ii)</u> Location of all buildings including expansion provisions,</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
		<p>A2.2 of the Output Specifications, relative to the community context.</p> <ul style="list-style-type: none"> ▪ The extent to which the Proposal meets or exceeds the General Design Requirements Statements 	<p>roadways, pathways, fire fighting access, post-disaster provisions, green space, car parking and services elements (1:500 site plan).</p> <p><u>(iii)</u> Describe in written and plan form the site movement strategy including cars, pedestrians, deliveries, waste removal, ambulances and fire fighting access and disaster response access.</p> <p><u>(iv)</u> Streetscape drawings demonstrating proposed massing, materials and image of the Projects, including in the context of adjoining development or any proposed commercial (KGH only) development on the Sites.</p> <p><u>(v)</u> Cross-sectional diagrams showing relationship between the Project and adjacent site uses.</p> <p><u>(vi)</u> Landscape design, including philosophy, exterior treatments, general areas, parking areas, etc. Types and maturity of plants should be identified, as should maintenance and requirements for irrigation.</p> <p><u>(vii)</u> Type and profile of pavements proposed, and of curbs and gutters.</p> <p><u>(viii)</u> Traffic management plan, including vehicular passenger drop-off, day parking and delivery and pedestrian access to the Facility and all emergency access.</p> <p><u>(ix)</u> Information required by the Regulatory Authorities having jurisdiction [with regard to zoning Bylaw requirements and/or</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>design/control Covenant].</p> <p><u>(x)</u> Site lighting, signage, parking control, security, electrical/communications, duct/manhole, routing/placement.</p> <p><u>(xi)</u> List any Output Specifications that you require to be varied and provide an explanation of the variation required. The variations list should be limited to and in the context of site development.</p>
2.2.2.	Design Proposal	<ul style="list-style-type: none"> ▪ The extent to which the Design Proposal meets or exceeds the output specifications. ▪ The extent to which the site design meets the Authority’s elder-friendly requirements. ▪ The extent to which the site design meets or exceeds the output specifications for function, operational efficiency, interaction, communication and way finding at the macro level for the Facility as a whole. 	<p><u>(a)</u> Provide written (in not more than 3000 words) and graphical summaries of the design to demonstrate the following features:</p> <ul style="list-style-type: none"> <u>(i)</u> How the design supports the Clinical and Non-Clinical uses of the Facility. <u>(ii)</u> Building design concepts and elements including functional aspects (including space standards, internal circulation and way finding), environmental aspects (including aboriginal representation, healthcare campus, indoor air quality, daylight, acoustics, colour, the use of art, and sustainability), operational aspects (including infection control, ergonomics, and designing for the elderly, disabled and Bariatric). <u>(iii)</u> How the commercial/retail space is integrated into the Facility (KGH only). <u>(iv)</u> How the proposed design integrates with the Site and takes into account the particular attributes of the Site. <u>(v)</u> Flexibility in design and construction to meet future

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>expansion requirements, including ease of adding capacity in the future at minimal marginal cost and minimal disruption to the operational requirements of the Authority.</p> <p><u>(vi)</u> How the design of the building including its infrastructure addresses requirements for provision for disasters.</p> <p><u>(b)</u> List any Output Specifications that you require to be varied and provide an explanation of the variation required.</p>
2.2.3.	Architecture	The extent to which the proposed area summary templates meet or exceed the Output Specifications.	<p>(a) Provide appropriate design documentation including:</p> <p><u>(i)</u> Floor plans (1:100) with room numbers cross-referenced to those indicated in Sections B to F of the Output Specifications Volumes 2 (KGH) and 3 (VJH), and to the accommodation schedule (Facility Space Requirements). Include all walls and doors, structural elements, circulation elements (e.g. stairs, elevators) and major service shafts.</p> <p><u>(ii)</u> Building elevations and sections, and site sections, sufficient in detail to illustrate materials and major features and to confirm the building envelope strategy.</p> <p><u>(iii)</u> Minimum of two 3-D coloured renderings in colour, illustrating the overall design quality and aesthetics for the Project. One of these renderings should show the interface between the new building addition and the existing facility.</p> <p><u>(iv)</u> A monochromatic massing model (1:200) of the Site and</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>the Project.</p> <p><u>(v)</u> Functional relationship drawings (1:100 architectural plans) indicating the location and functional relationships of all program elements, horizontal and vertical circulation, future expansion space, internal traffic flow-patient, staff, visitor, FM Services). Use colour to illustrate the program elements and to differentiate the following types of internal circulation systems: public, service, controlled access for staff and patient movement and “sterile”. This needs to include the layout and general location of care-specific program elements (i.e. PARR in Surgical Services) within larger room elements. See 2.2.3 (d) for CMYK Color System.</p> <p><u>(vi)</u> Schedules of indicative finishes, fixtures, fittings and Project Co supplied equipment</p> <p><u>(vii)</u> Room data sheets and drawings (1:50), in the format shown in the sample data forms referenced in Section G of Volume 2 and 3, and indicating the typical location of millwork, furniture, fittings, equipment, medical gasses, plumbing fixtures general power outlets, security, communication outlets, life safety, lighting, IMIT, lighting controls, elevations and reflective ceiling plans for the following typical rooms and typical areas</p> <ul style="list-style-type: none"> • Operating Room – VJH and KGH • Procedure Room (Endo, Cysto) – VJH and KGH

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> • Fluoroscopy Procedure Room – KGH only • Typical Exam Room (ED) - VJH and KGH • Diagnostic Imaging CT Rooms - KGH • ED Trauma Room - VJH and KGH • Triage area - VJH and KGH • Renal Dialysis Bay - KGH only • Secure Holding Room - VJH and KGH • ICU Isolation Room – VJH only • LDRP – VJH only • Post-Partum Room – VJH only • ED Stretcher Bay - VJH and KGH • Pediatric Room (in patient room) – VJH only • Nursery (Bassinette Bay) – VJH only <p>(b) Describe interior design concepts and elements, in not more than <u>1500</u> words.</p> <p>(c) Provide descriptions, including types, of the following Elevators/Vertical Transportation mechanisms, including how each meets or exceeds the requirements of the Output Specifications:</p> <ol style="list-style-type: none"> i. Patient elevators ii. Passenger elevators iii. Service elevators iv. Fire Fighter Elevator(s)

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>(d) CMYK Color System For Program Components</p> <p><u>KGH</u> <u>Color Formula</u></p> <p>C1 Emergency Department - C=68 M=7 Y=28 K=0 D2 Interventional/Short Stay -C=0 M=30 Y=100 K=0 D3 Specialty Clinics - C=0 M=30 Y=100 K=0 D4 Pre-Admissions - C=0 M=30 Y=100 K=0 D5 Express Testing - C=0 M=30 Y=100 K=0 D6 Renal Services - C=0 M=30 Y=100 K=0 E1 Surgical Services - C=20 M=0 Y=30 K=0 F1 UBC Clinical Campus - C=0 M=12 Y=100 K=7 F2 Other Academic - C=57 M=0 Y=100 K=0 F3 Research - C=46 M=72 Y=0 K=0 F4 Meeting & Videoconference - C=0 M=95 Y=100 K=29 F5 Staff Support Area - C=0 M=100 Y=45 K=18 F6 Other Spaces - C=7 M=0 Y=0 K=30</p> <p><u>VJH</u></p> <p>C1 Emergency Department - C=68 M=7 Y=28 K=0 D1 Ambulatory Care - C=0 M=30 Y=100 K=0 E1 Pre-Surgical Screening - C=20 M=0 Y=30 K=0 E2 Day Surgery Unit - C=20 M=0 Y=30 K=0 E3 Operating Room - C=20 M=0 Y=30 K=0 E4 CSR - C=65 M=0 Y=45 K=0 F1 ICU & CCU - C=29 M=36 Y=0 K=0</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			F2 Maternity Services - C=0 M=32 Y=40 K=0 F3 Paediatric Services - C=100 M=0 Y=0 K=0
2.2.4.	Structural	The extent to which Proposals meet or exceed the Technical Output Specifications (Volume 1) and the appropriateness of the proposed design and technical solutions in the Proposals	(a) Provide a description of proposed structural systems including: <ul style="list-style-type: none"> i. The superimposed, dead and live loads. ii. The applicable Design Codes and Material Standards used in the structural design. iii. A description of the lateral load resisting system including seismic design parameters and wind loads. iv. The foundation system. Foundation description shall include any ground improvements, shoring, dewatering and excavation. The description should also include any impacts on existing facilities, services, neighbouring properties and off-site services, as well as long term settlement and construction vibration issues. v. The floor and roof framing systems. vi. The lateral load resisting system. vii. The materials proposed including strengths and any special characteristics. viii. The intended approach to ensure compliance with the deflection and vibration requirements. ix. The proposed strategy to provide flexibility to accommodate future change in programs and equipment within the buildings. x. The proposed strategy to provide the capacity for future expansion on the site beyond the initially constructed footprint (VJH only).

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> xi. The impact and requirements of the KGH Helipad. (b) Provide schematic level structural drawings (1:200), showing: <ul style="list-style-type: none"> i. The proposed floor and roof structural framing together with the dimensions of the structural grid. ii. The expected size of columns. iii. The expected size and depth of all structural members (reinforcing need not be shown and structural steel sections may have depth without weight). iv. The expected size and type of foundations v. The expected slab thickness(es). vi. The layout of the lateral system including the proposed location and expected thickness of walls or other lateral resisting elements including their foundations.
2.2.5.	Civil Works On-Site Impact Strategies	The extent to which the proposed Civil Works On-site impact strategies meet or exceed the output specifications.	<ul style="list-style-type: none"> (a) Provide drawings and documentation that illustrate the impact strategy for each of the following: <ul style="list-style-type: none"> i. Storm water drainage ii. Sanitary Sewer iii. Natural Gas Systems iv. Domestic Water v. Electrical and communications services. vi. LEED® vii. Irrigation (b) For each of the above, provide information on connection points and origin of supply, distribution, storage, drainage and disposal and other matters.

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
2.2.6.	Project Co Civil Works Off-Site	The extent to which the Civil Works Off-Site proposal impact strategies meet or exceed the output specifications.	<p><u>(a)</u> Provide a design report and key plan (1:200) addressing the design of the following off-site work:</p> <ul style="list-style-type: none"> i. Storm water drainage ii. Sanitary Sewers. iii. Natural Gas Systems iv. Domestic Water. v. Electrical and communications services. vi. Road works, including pavement widening, pavement structure, curb and gutter, medians, crosswalks, sidewalks/pathways, streetlights, signals (if any), signage, landscaping, and pavement structure. <p><u>(b)</u> Provide additional design documentation for the off-site work as necessary to demonstrate compliance with the requirements of the Output Specifications.</p>
2.2.7.	Parking	<ul style="list-style-type: none"> ▪ The extent to which the Parking proposal meets or exceeds the output specifications. 	<p><u>(a)</u> Provide design documentation for parking, showing:</p> <ul style="list-style-type: none"> i. Layout (1:200) of the parking plan. ii. Type of construction and profile of the materials to be used. iii. Conformance with the parking requirements of the authorities having jurisdiction iv. Parking Control
2.2.8.	Electrical	The extent to which the electrical proposal meet or exceed the output specifications.	<p>(a) Provide a site plan (1:200) showing location and configuration of services (power, telephone, cable TV and any other electrical communication between buildings).</p> <p>(b) Provide design drawings (1:200) and design documentation for electrical services and distribution, showing and describing:</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> (i) Origin of supply(s). (ii) Preliminary arrangements with BC Hydro and Fortis BC. (iii) Arrangements for service redundancy. (iv) Main service switchgear and transformer locations and sizes/fitout, main electrical distribution room and main communication room. (v) Sub-electrical room locations and communication room locations and size and fitout. (vi) Position, size and capacity of emergency generator(s) and UPS, associated generator switchgear and transfer switches. (vii) Position, size and capacity of underground fuel sources. (c) Provide design drawings (1:200) and design documentation for lighting and power, showing and describing: <ul style="list-style-type: none"> (i) Position and types of site lighting. (ii) Lighting and controls, including proposed day lighting measures and energy management measures. (iii) Proposed power monitoring systems. (iv) Main single line diagram showing sizes of all transformers, generators, UPS and distribution breakers, the proposed methodology of distribution and the general arrangement methodology of supply to the buildings. (v) Typical room layouts (1:50) for each type of room for which room data sheets and drawings are required in Section 2.2.5 Architecture (above) showing location and type of all lighting, receptacles, communication devices and all systems. Indicate design illumination levels

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p align="center">(including maintenance factors) for each area.</p> <p>(d) Describe the electrical services to be provided and include details of:</p> <ul style="list-style-type: none"> (i) Power distribution and maximum demand calculations. (ii) Type(s) of lighting to be used, incorporating standards of design. (iii) Standby and uninterrupted power supply and distribution. (iv) Wiring systems for patient treatment, identifying. (v) Lightning Protection (vi) Interfacing to existing systems (vii) LEED®/sustainable systems (viii) Grounding (ix) Medical Headwall systems (x) Electric Heating (xi) Mechanical Connections (xii) Medical equipment connections <ul style="list-style-type: none"> • General and medical surgical areas. • Power monitoring systems/power quality • Lighting control systems. • Proposed wiring methodologies, routing sizing, conduit types and cable tray (xiii) Proposed equipment cut sheets for power distribution, lighting and emergency generator UPS and associated

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>equipment.</p> <p>(xiv) Fire alarm system, including details of fire panels, detectors and communications, control panels, risers.</p> <p>(xv) Emergency evacuation and intercommunication system, including details of master emergency control panel, zones, speakers, etc.</p> <p>(xvi) Methodology of systems upgrading and expansion into existing buildings</p>
2.2.9.	Technology and communication systems	The extent to which the proposed technology and communication systems strategies meet or exceed the output specifications.	<p><u>(a)</u> For each of the following technology and communication systems, describe the system and associated scope, and the typical devices and functions for each area to be served. Describe any integration between each system and any others:</p> <p><u>(i)</u> Nurse call systems and main equipment locations</p> <p><u>(ii)</u> Wireless staff communications/infrastructure</p> <p><u>(iii)</u> Public address system</p> <p><u>(iv)</u> Structured cabling</p> <p><u>(v)</u> Code blue systems</p> <p><u>(vi)</u> Code white</p> <p><u>(vii)</u> Patient entertainment/educational television</p> <p><u>(viii)</u> Patient monitoring</p> <p><u>(ix)</u> Intercommunication</p> <p><u>(x)</u> Security systems</p> <p><u>(xi)</u> Central Dictation System</p>

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p><u>(xii)</u> Clock System</p> <p><u>(xiii)</u> Audio Visual and video conferencing</p> <p><u>(xiv)</u> Code call systems</p> <p><u>(b)</u> Provide documentation of proposed telephone and network systems showing:</p> <ul style="list-style-type: none"> (i) Origin of supply and interconnection with external services including redundant service. (ii) Proposed PABX communications system, including phone switch, handset types, backup power, voice mail system, and proposed software. (iii) Proposed PABX switch layout drawing, indicating CPU's, all equipment cards, spare ports, spare card locations and proposed software. (iv) Proposed voice mail, including quantity of mailboxes and storage time. (v) Proposed integration with wireless telephone system. (vi) Proposed integration with other Division 27 systems. (vii) Proposed call centre systems and layouts. (viii) Proposed network diagram. (ix) Proposed communication room layouts. (x) Proposed network equipment layouts detailing interconnection details. (xi) Proposed network interface with other systems. (xii) Proposed connection to the WAN service.

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>(xiii) Proposed connections to local servers/server room.</p> <p>(c) For the proposed telephone and network system set out in (b) above <u>d</u> describe the telephone and network services system and how they will satisfy the needs of users in general. Provide specific detail for those users who have individual/group needs.</p> <p><u>(d)</u> Describe in detail the communication traffic management plan for the FM Services call centre system.</p> <p><u>(e)</u> Provide description of data communication systems showing:</p> <ul style="list-style-type: none"> <u>(i)</u> Location of all data gathering equipment, including file servers, computers, etc. <u>(ii)</u> Data cabling system wiring standards. <u>(iii)</u> Relationship between data communications and all other items of equipment. <u>(iv)</u> Interconnection and links between the facilities and existing buildings, including main single line schematic showing proposed methodology of distribution. <p><u>(f)</u> In addition to the above data communication system drawings, describe the data communications services and how they will satisfy the needs of related services.</p> <p><u>(g)</u> Provide details of all standards proposed for supply, installation, testing and commissioning.</p>
2.2.10.	Mechanical Systems	The extent to which the proposed mechanical systems strategies meet or exceed the output specifications.	<p><u>(a)</u> Provide brief descriptions of each of the following systems:</p> <ul style="list-style-type: none"> <u>(i)</u> Main energy sources

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> <u>(ii)</u> Cooling plant <u>(iii)</u> Heating Plant <u>(iv)</u> Steam Plant (CSR equipment) <u>(v)</u> Wet, dry, and pre-action sprinkler systems <u>(vi)</u> Heat dissipation systems, cooling towers etc. <u>(vii)</u> Air handling systems <u>(viii)</u> Domestic hot and cold water systems at various temperatures <u>(ix)</u> Redundancy provisions <u>(x)</u> Tempered water systems <u>(xi)</u> Plumbing Fixtures <u>(xii)</u> Drainage Systems <u>(xiii)</u> Special Drainage System and RO System in Renal Dialysis Suite (KGH) and as specified in the VJH program. <u>(xiv)</u> All major mechanical space locations <u>(xv)</u> Building Management system. <u>(xvi)</u> Detail provisions to accommodate future expansion. <u>(xvii)</u> Overview of commissioning process (systems to CSR). <u>(b)</u> Provide and address the following: <ul style="list-style-type: none"> <u>(i)</u> Load calculations <ul style="list-style-type: none"> • Provide the U Values for the building envelope including; exterior walls, glazing system, floor, roof and

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<p>internal partition system.</p> <p>(ii) Air handling system</p> <ul style="list-style-type: none"> • Air handling system type and function • Cooling heating sources • Zone by zone cooling and heating loads, in w/m². Clearly identify each zone. • Floor area served by each unit, in m² • Smoke control and operation under fire service requirements. <p>(iii) Cooling and heating plants</p> <ul style="list-style-type: none"> • Description of plants, including type and configuration • Plant locations • Average loads, in w/m², based on total heated/conditioned area • Total loads in KW and total installed capacities • Energy recovery measures • Standby plant or duplication provisions <p>(iv) Typical Mechanical Design for Specialty Systems</p> <ul style="list-style-type: none"> • Emergency – Trauma Rooms - KGH and VJH • Secure rooms in ER - KGH and VJH • Sterile Core in surgical suite - KGH and VJH • ED Family/quiet room (smudging capabilities) - KGH and VJH

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> • Operating Rooms - KGH and VJH • Isolation Rooms/Ante Rooms - KGH and VJH • Decontamination Rooms - KGH and VJH • CSR – VJH only • PARR - VJH only • Intensive Care Unit - VJH only • LRDP (Labour/Delivery/Recovery/Post) Rooms - VJH only • Nursery - VJH only • Pediatric Room - VJH only <p>(v) Domestic hot water systems</p> <ul style="list-style-type: none"> • Description of system and primary fuel • Storage [in litres per bed and for total storage] • Recovery rate in litres per hour for 55°C/100°F temperature rise • Number and size of storage vessels, construction and material and location of plant. • Define number of pressure zones and how function of domestic recirculating system is accomplished. <p>(vi) Tempered water systems</p> <ul style="list-style-type: none"> • Description of systems • Areas requiring warm water system and number of outlets

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> • Anti scald safety measures • Legionella prevention requirements, disinfection systems etc <p><u>(c)</u> Describe the proposed Fire Protection system and how it will integrate with the fire detection systems incorporated within the electrical, hydraulic and/or mechanical installations, including indicative features such as:</p> <ul style="list-style-type: none"> • Underground distribution network (if applicable). • Tanks, if any, provided for fire protection. • Pumps, if any.
2.2.11.	Medical Gases	The extent to which the proposed accommodation for medical gases meets or exceeds the output specifications.	<p>(a) For Medical Gases:</p> <p><u>(i)</u> Provide drawings (1:200) of the medical gas services and systems.</p> <p><u>(ii)</u> Describe the medical gas plant, size and storage, including the number and capacity of central compressors, vacuum pumps, cylinder storage, bulk storage, etc.</p> <p><u>(iii)</u> Describe how the medical gas services and systems will satisfy the needs of plant, equipment, staff and patient facilities.</p> <p><u>(iv)</u> Provide details of the following:</p> <ul style="list-style-type: none"> • Compliance with provincial and national standards/codes and practices. • Source of each gas.

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> • Systems proposed for gas supply and vacuum. • Gas type provided. • Location of each plant or storage facility and how they will be accessed. <p>(v) Each item of plant and the extent of each medical gas system must be detailed separately.</p> <p>(vi) Identify certification company</p>
2.2.12.	Energy Efficiency and LEED	The extent to which the proposed Energy strategies meet or exceed the output specifications.	<p>(a) Describe how the design will meet LEED® Gold Certification requirement, and provide an indicative LEED® score sheet signed by a LEED® Accredited Professional.</p> <p>(b) Provide an indicative energy management plan, including accountability mechanisms.</p> <p>(c) Provide details of energy performance and how it will be achieved; in particular state your Design and Construction Energy Target and the Energy mix that will be used in conjunction with Schedule 8 Appendix, 8C (Energy) of the Project Agreement.</p> <p>(d) Provide an Energy Model supporting the expected energy performance and the proposed energy target.</p>
2.2.13.	Elevating Capacity	The extent to which the proposed elevating capacity strategies meet or exceed the output specifications.	Provide an independent expert report demonstrating how the number and type of elevating devices will meet the demands (based on the provided utilization and staffing model as set out in the output specifications).

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
2.2.14.	Material's Management	The extent to which the proposed Material's Management strategies meet or exceed the output specifications.	For KGH only: Provide an independent expert report to demonstrate how the loading facilities provided will allow for efficient transfer of <u>goods</u> .
2.2.15.	Furniture, Fittings and Equipment	The extent to which the equipment proposal meets or exceeds the output specifications.	Describe how Project Co will manage equipment requirements/deliveries with <u>Authority</u> <u>With regard to KGH and VJH, describe how Project co will interface with the Authority with regard to Design and Construction Output Specifications Section H1 and H2 Equipment.</u> <u>With regard to KGH describe how Project co will interface with the UBC Faculty of Medicine with regard to Design and Construction Output Specifications Section H3 Equipment.</u>
2.2.16.	Provision for Future Expansion	The extent to which the proposed design and construction methodologies impact potential future expansion requirements.	<u>(a)</u> Describe and demonstrate how the design will accommodate future expansion, including by providing: <u>i.</u> Details of how the demand and load needs of the expansion will be met, including the need for expanding, supplementing or constructing additional services and infrastructure. <u>ii.</u> Strategies for the provision of architectural and structural, mechanical, electrical and civil engineering services for the expansion. <u>iii.</u> A description of any other facilities on the Site or within the Facility that need to be expanded, supplemented or

PACKAGE 2 Design and Construction			
<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
			constructed to meet the additional requirements imposed by the expansion (e.g. car parking, servicing rooms, elevators etc.).
2.2.17.	Facility Space Requirements Schedule	The Proponent's approach to functional planning, as identified in architectural floor plans, relative to the Common Departmental Requirements (Volumes 2 and 3, sections B) Clinical Output Specifications (Volume 2 sections C, D & E; Volume 3 sections C, D, E & F and the Non-Clinical Output Specifications (Volume 2 section F) ,	<p>(a) Provide a Facility Space Requirements schedule of all Functional Areas, by zone and category and identified by net and gross floor area. In the Data Room a pro forma sheet for this purpose is available in the Excel Spreadsheet file named "Functional Areas.xls" found in the Data Room at these locations:</p> <ul style="list-style-type: none"> o BCih-12 - Request for Proposal Volume 4 Draft Schedule 3 (Design and Construction Specifications) and Draft Appendices 4D to 4J of Schedule 4 - Volume 2 – KGH - 2007-09-25 KGH Functional Areas EXCEL o BCih-12 - Request for Proposal Volume 4 Draft Schedule 3 (Design and Construction Specifications) and Draft Appendices 4D to 4J of Schedule 4 - Volume 3 – VJH - 2007-09-25 VJH Functional Areas EXCEL <p>This spreadsheet details the Functional Areas prescribed in Volumes 2 and 3 of the Output Specifications. Complete these spreadsheets in respect of the area analysis, and identify any differences in areas from those prescribed in Volumes 2 and 3 of the Output Specifications.</p> <p>See 2.2.3 (d) for CMYK Color System For Program Components</p>
2.3.	Construction		

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
2.3.1.	Approach	<p>The extent to which the management plan proposed meets or exceeds the output specification requirements.</p> <p>The extent to which the proposal accommodates staff and patient flow during all stages of construction.</p>	<p>(a) Describe and provide an outline management plan for the integration of the design and construction phases of the Project, showing and identifying:</p> <ul style="list-style-type: none"> i. _____ Construction methodology and general approach to be adopted for the Project. Indicate the Proponent's understanding of the Project processes and roles of both the Authority and Project Co. ii. _____ List departments that will require: phasing, alterations, and/or construction in the existing facility; possible ED (KGH), Ortho clinic (VJH). iii. _____ Interfacing to existing systems including shutdowns, modifications, replacement. iv. _____ The process of design being implemented through construction. v. _____ Traffic Management Plan during the construction work. vi. _____ Methodology for managing industrial relations risk. vii. _____ Dust and Noise Control Plan. viii. _____ Communications Plan with Neighbourhood/community groups, Hospital Staff and Visitors ix. _____ How facilities will be developed and the process by which commissioning will be undertaken. x. _____ Approach to constructing and managing required mock-up rooms. Mock up rooms will be the following: (OR (65sm); Trauma Room; Renal Dialysis Bay; ICU room; Pediatric inpatient room including isolation ante room) and LDRP.

PACKAGE 2 Design and Construction

<u>2.</u>	Focus Area	Evaluation Criteria	Submission Requirements
2.3.2.	Organization	The extent to which the proposed organizational structure and knowledge, competencies and skills of the Key Individuals supports the Proposal to meet or exceed the output specifications.	Describe the Proponent's organization including: i. Information and an organization chart specifying the organization structure, names and roles of participants who will be assigned to the Project for all phases related to the design and construction and integration of FM Services consideration, including pre-construction, construction and post construction. Include major Sub-trades and Consultants.
2.3.3.	Preliminary Project Schedule	The adequacy and sufficiency of the preliminary project schedule	a) Provide an indicative project schedule formatted electronically using Microsoft Project 2003 and provided as part of the submission in an editable file and paper copy scaled in weeks for both sites and a combined summary, identifying the duration of the major project activities including: i. Site establishment; ii. Design development; iii. Major construction stages; iv. Significant procurements; v. Provision of mock-up rooms; and vi. Anticipated Service Commencement Date. b) <u>Include a detailed schedule indicating key milestones in the provision and installation of UBC Faculty of Medicine Equipment and interface with UBC vendors.</u>

PACKAGE 3 SERVICES

In response to this section, the Authority anticipates receiving a single package in which the information provided is clearly set out as it pertains to either both Kelowna General Hospital and Vernon Jubilee Hospital; or, to each hospital separately”

The following submission requirements are considered to be minimum documentation and information requirements. The Authority encourages all Proponents to provide any additional information that best illustrates the concepts they have developed.

PACKAGE 3 SERVICES

	Focus Area	Evaluation Criteria	Submission Requirements
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PACKAGE 3 SERVICES

	Focus Area	Evaluation Criteria	Submission Requirements
<u>3.1</u>	<u>Plant Maintenance</u>	<u>The extent to which the proposed organizational structure and knowledge, competencies and skills of the Key Individuals supports the Proposal to meet or exceed the output specifications.</u>	<p><u>(a) Describe the proposed management structure for Plant Maintenance including an organization chart identifying:</u></p> <ul style="list-style-type: none"> <u>(i) proposed organizational structure including site level management/supervision indicating Key Individuals and key positions</u> <u>(ii) describe the strategy for proactive management of sub-contractors and their customer groups</u> <p><u>(b) Details regarding the lines of authority and relationship between the proposed on-site Services organization and the Proponent parent organization, including a description of the business and technical support to be provided to the deployed resources.</u></p> <p><u>(c) Organizational structure from pre-commissioning to operational phase.</u></p> <p><u>(d) Staffing plan</u></p> <ul style="list-style-type: none"> <u>(i) See templates provided in the Data Room “Services Staffing Plan for KGH.xls” and “Services Staffing Plan for VJH”.xls</u> <u>(ii) Provide job descriptions including description of role qualifications;</u> <u>(iii) Describe how you will deliver the services in as much detail as possible.</u>
		<u>The extent to which the proposed strategies and methodologies of delivery of Plant Maintenance meets or exceeds the output specifications.</u>	<p><u>(a) Describe methodologies and strategies for the provision of Plant Maintenance. Describe the plan to meet or exceed objectives detailed in the Plant Maintenance Output Specifications. Describe provisions for:</u></p> <ul style="list-style-type: none"> <u>(i) Statutory Testing and Permission to Work</u> <u>(ii) Building and Equipment maintenance (site specification)</u> <u>(iii) Life Cycle Replacement and Refurbishment.</u> <ul style="list-style-type: none"> <u>• Describe standards used to determine lifecycle activities/refurbishments</u>

PACKAGE 3 SERVICES

	Focus Area	Evaluation Criteria	Submission Requirements
			<ul style="list-style-type: none"> • <u>Describe lifecycle building management approach including decision making processes, business cases analysis and technology tools</u> • <u>Describe lifecycle obligations for New Facility systems or equipment that function across the whole site (i.e. including the Other Site Facilities), such as nurse call or fire systems.</u> (iv) <u>Internal and External Facility Environment</u> (v) <u>Building Management System Reporting Requirements</u> (vi) <u>Fire Management</u> (vii) <u>Elevators and Vertical Transportation Services</u> (viii) <u>Sub-Contractor Management</u> (ix) <u>Plant Service Information Management</u> (x) <u>Project Services (up to \$100,000)</u> (xi) <u>Grounds and Gardens</u> (xii) <u>Quality Monitoring.</u> (b) <u>Describe in detail the proposed computerized maintenance software program report system including</u> <ul style="list-style-type: none"> (i) <u>sample forms/screen</u> (ii) <u>training plan</u> (iii) <u>example of successful use in a prior healthcare application</u> (iv) <u>sample reports, including Life Cycle and CMMS</u> (v) <u>sample customer satisfaction survey</u>

PACKAGE 3 SERVICES			
	Focus Area	Evaluation Criteria	Submission Requirements
3.2	Help Desk	The extent to which the proposed Help Desk services meet or exceed the output specifications.	(a) Describe how you will meet or exceed requirements of the Help Desk Output Specification (maximum 1000 words) with respect to flow of information, software and staff training.
3.3	Utility Mgmt	The extent to which the proposed Utility Management services meet or exceed the output specifications	<p>(a) Describe the plan to manage and administrate utilities services as part of a fully integrated and coordinated facilities management solution.</p> <p>(b) Describe the plan to meet Annual Energy Targets including examples of policies to set utilities consumption reduction targets</p> <p>(c) Describe the model used to provide Energy Analysis and Energy Reports.</p> <p>(d) Describe previous experience managing utility services in a healthcare environment.</p>

PACKAGE 3 SERVICES

	Focus Area	Evaluation Criteria	Submission Requirements
3.4	General Management	The extent to which the proposed General Management services meet or exceed the output specifications	<p>(a) Provide specific examples (2 healthcare examples) of your experience with implementing and utilizing a Performance Monitoring plan and indicate how that plan adheres to industry best practices with respect to:</p> <ul style="list-style-type: none"> (i) Performance monitoring (ii) Management continuity (iii) Contingency and disaster response planning <p>(b) Describe how industry lessons learned will be incorporated practices to benefit the Authority.</p>
3.5	Human Resources	The extent to which the proposed Human Resources strategy meets or exceeds the output specifications.	<p>(a) <u>Describe the recruitment and retention strategies.</u></p> <p>(b) <u>Provide the annual performance review cycle to be used.</u></p> <p>(c) <u>Provide a training and development plan which includes detail on employee orientation.</u></p> <p>(d) <u>Describe the employee transition process from IH to your company in detail, including proposed strategies, tools and proposed timetable.</u></p> <p>(e) <u>Describe your transition process /plan in the event there is a need to replace contracted service providers at any time over the life of the contract</u></p> <p>(f) <u>Describe experiences including challenges and actions taken and outcomes; including Labour/management communication and the resolution process.</u></p> <p>(g) <u>Detail the Essential Services response plan.</u></p>

PACKAGE 3 SERVICES			
	Focus Area	Evaluation Criteria	Submission Requirements
			<p><u>(h) Labour relations and how you propose to work within the unionized environment in the Facilities.</u></p> <p><u>(i) Describe a maximum of 2 past experiences implementing and actioning OH&S strategies at healthcare sites and planned OH&S infrastructure.</u></p> <ul style="list-style-type: none"> • <u>where Project Co staff are dealing with different unions;</u> • <u>where collective agreement expire at different times</u> • <u>Negotiating/renewing collective agreements.</u>
3.6	Parking	The extent to which the proposed Parking solution meets or exceeds the output specifications.	Describe how you will meet or exceed the requirements of the output specifications for KGH and VJH respectively.

PACKAGE 3 SERVICES

	Focus Area	Evaluation Criteria	Submission Requirements
3.7	<u>Environmental and Sustainability Services</u>	<u>The extent to which the proposed Environmental and Sustainability Services plan meets or exceeds the output specifications</u>	<u>(a) Provide a description of your overall approach to environmental and sustainability issues and the development of an Environmental Management System specific to the Services to be provided to the Facility.</u>
3.8	<u>Facilities Management Principles</u>	<u>The extent to which the FM services plan and management structure support the Project vision and guiding principles.</u>	<u>(a) Describe how the planned provision of FM Services supports the Project's Vision and Guiding Principles.</u> <u>(b) Describe the plan for relationship management and interaction with Authority staff.</u>

PACKAGE 4– Financial and Commercial

The Proponent will also demonstrate that that its Financial Model and Financing Plan are well developed and robust and that it has sufficient support and commitment from Funders and equity investors to satisfy the Authority that the Proponent is capable of: entering into the Project Agreement on the terms set out in the RFP; completing the construction of the Facility on time and to the requirements set out in this RFP; and operating, maintaining and providing life cycle maintenance of the Facility during the term of the Project Agreement.

In its Proposal, the Proponent must provide sufficient information to allow the Authority to: evaluate whether the Proposal can satisfy the minimum financial requirements of this RFP, including, but not limited to: showing it can fulfill its obligations with a service payment that falls within the Affordability Ceiling (as defined in Volume 1 of the RFP); and showing an achievable and realistic plan of activities to meet Financial Close..

The financial submission for the Proposal is to comprise:

- A detailed Financing Plan as described in Section 4.4.2;
- A full Financial Model in accordance with Section 4.4.4 ;
- A plan of activities and schedule of key dates to reach Financial Close;
- Letters of support and/or commitment from all Funders, subcontractors and guarantors;
- An annual Service Payment that falls within the Annual Affordability Ceiling as described in Volume 1 of the RFP;
- Detailed Insurance documentation as described in Section 4.5;
- Pricing Schedules in accordance with Section 4.4.5; and
- All other submission requirements noted in Appendix C for Package 4

The preceding submission contents should be provided for both the base proposal and the alternate proposal as defined in Volume 2 of the RFP.

PACKAGE 4 – Financial and Commercial			
	Focus Area	Evaluation Criteria	Submission Requirements
4.1	Structure of Project Co and Relationship with the Authority	<ul style="list-style-type: none"> • The extent to which the proposal indicates an appropriate legal structure and relationship to the principal members of the Proponent; • The extent to which the proposal demonstrates how the management of Project Co relates upwards to shareholders, sideways to funders and down to sub-contractors (interface with FM and Design and Construction submissions); • The extent to which the proposal includes a management plan with an organizational structure with titles and names (if possible) for both the construction and operating periods (cross referenced where funded in the model); • The extent to which the proposal demonstrates that there is a budget within the SPV to accommodate the organizational structure referenced above; 	<p>(a) The Proponent is to provide for Project Co:</p> <ul style="list-style-type: none"> (i) the legal structure and name (ii) the identity of the shareholders (iii) the nature of their equity investment and % holdings (for example, ordinary share capital, subordinated debt, etc.) (iv) it's legal and contractual relationship to each of the principal members (funders and principal sub-contractors) (v) a management plan with an organizational structure with titles and names (if possible) for both the construction and operating periods and demonstration that there is a budget within the SPV to accommodate this structure (i.e. cross referenced to pricing schedules and the financial model)

PACKAGE 4 – Financial and Commercial			
	Focus Area	Evaluation Criteria	Submission Requirements
4.2	Project Agreement		
		<ul style="list-style-type: none"> <u>Proposals with no mark ups are strongly encouraged</u> <u>Those proposals that do require mark ups will be evaluated based on the likelihood that an agreement can be reached between the Proponent and the Authority.</u> 	<p><u>(a) Confirm that the terms of the Final Draft Project Agreement are acceptable to the Proponent, its funders and its Sub-Contractors. Formal confirmation is also required as referenced in Section 4.4.3 below.</u></p> <p><u>(b) List and describe any variances to the Final Draft Project Agreement using Appendix B – Proponent Form for Project Agreement Comments to this RFP.</u></p>
4.3	Commercial Issues		
	Sub-Contract Terms	The extent to which the proposal indicates well developed documentation and commercial arrangements.	<u>(a) The Proponent should provide draft heads of agreement for applicable parties for all major contractors including, at the minimum, design, construction, operation, maintenance and Life Cycle and specify limits of liability and performance security they are offering.</u>
	Energy	<u>Extent to which the Proposal is impacted by the Energy solution on the New KGH Facility and the New VJH Facility.</u>	<u>(a) Submit Design and Construction Energy Target number and Energy mix as referenced in Schedule 8, Appendix 8C.</u>
	Changes (Schedule 6)	<ul style="list-style-type: none"> <u>Acceptability of the proposals.</u> <u>The extent to which the proposal indicates well developed, transparent and workable commercial arrangements.</u> 	<p><u>(a) Submit proposed variables for the blanks contained in Schedule 6.</u></p> <p><u>(b) Proponents should also submit a proposal indicating how they will commit to work with the Authority in the event Changes to the scope of the Project are required. Proponents should submit the percentages and/or amounts</u></p>

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			<p>as required below based on:</p> <ul style="list-style-type: none"> i) Changes occurring prior to the Service Commencement Date; and ii) Changes occurring after the Service Commencement Date. <p>This information will be incorporated into Schedule 6 of the Project Agreement.</p> <p><u>(c)</u> Construction Pricing.</p> <p><i>Trade Packages.</i> In accordance with the Project Agreement Project Co would need to demonstrate to the satisfaction of the Authority that the pricing will be at current market value. A significant proportion of the packages would need to be competitively tendered. The Authority would expect a transparent “open book” approach to this area of the price.</p> <p><i>Other Components of Price.</i></p> <p><i>Contingencies</i> [maximum x% of trade packages]</p> <p><i>Design Consultant Fees.</i> [maximum x % of trade packages]</p> <p><i>Overheads, On costs and Profit</i> [maximum x % of trade packages]</p> <p>Project Co will be required to present pricing to the Authority in a recognized QS Format (1553 budget estimate) during this stage of the proposed project. A copy of the current</p>

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			<p>version of this form is provided in the Data Room.</p> <p><u>(d)</u> Life Cycle Proposal & Pricing.</p> <p>Terms and conditions would be identical to the Project Agreement. Component pricing would be consistent with the assumptions made in the Life Cycle package included in the original Project Agreement and traceable back to the trade packages (as above).</p> <p><i>Overheads and profit</i> [maximum x% of trade packages]</p> <p><u>(e)</u> Services Proposal & Pricing</p> <p>Terms and conditions would be identical to the Project Agreement. Provide a Services proposal in response to The Authority requirements. Provide an open book price for Services.</p> <p><i>Overheads and profit</i> [maximum x% of trade packages]</p> <p><u>(f)</u> Commercial Matters</p> <ol style="list-style-type: none"> 1) Funding <p>Project Co and funders to demonstrate a viable plan to incorporate additional debt to fund potential future projects.</p> 2) Equity Return <p>Not to exceed [x%]</p> 3) Project Management Fee

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			<p>Indicate if a project management fee will be charged and at what stage it will be payable and how it will be paid. Specify [the maximum percentage of the eventual capital value of the Project or other metric] payable.</p> <p>(g) Proponents should ensure that all matters referenced in the “PA Completion Issues” document as the responsibility of ProjectCo are included within the submission and cross referenced to the location in the submission if not in one place. The “PA Completion Issues” document is available in the data room.</p>
4.4	Financial		
4.4.1	Basis of Financial Submission		
	Key Dates	<ul style="list-style-type: none"> • The extent to which the submission criteria are met 	<p>(a) The base date to be used in developing the RFP submission is April 1, 2007 (“the Base Date”). For the avoidance of any doubt, the first indexation applies on April 1, 2008.</p> <p>(b) The Authority is assuming that Financial Close will occur by July 31, 2008 (Assumed Financial Close Date).</p> <p>(c) Proponents should assume the dates for commencement of Other Site Services is April 6, 2009 for both KGH and VJH.</p>
	Currency	<ul style="list-style-type: none"> • The extent to which the submission criteria are met 	<p>(a) Provide prices as of the Base Date in Canadian dollars.</p>
	Annual Service	<ul style="list-style-type: none"> • The extent to which the submission 	<p>(a) Proponents should assume a flat line real payment for the</p>

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	Focus Area	Evaluation Criteria	Submission Requirements
	Payment	criteria are met	30 year contract period.
	Price Validity	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) <u>All prices in Proposals will remain valid and irrevocable until the expiry of the period of 90 days from Financial Close. With respect to Financial Proposals, prices and terms should be valid for a minimum of 4 months from the RFP Closing Time.</u></p> <p>(b) <u>With respect to the Financial Re-Submission, prices and terms should be valid to the assumed Financial Close Date plus 4 weeks or the Proponent's later proposed Financial Close Date plus 4 weeks.</u></p>
	Inflation	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>Assume that an element of the Service Payment will be indexed using the CPI in accordance with Schedule 8 [Payments] to the Final Draft Project Agreement. For evaluation purposes, assume CPI at a rate of 2.0% per annum and indexation will be applied on an annual basis starting on April 1 and ending on March 31. The Authority is prepared to pay indexation only on:</p> <p>(i) Service costs;</p> <p>(ii) Life Cycle costs; and</p> <p>(iii) Other operating costs, including Project Co's management and direct operating costs.</p>
	Interest Rates	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) <u>For the purpose of the Financial Submission, the Proponent should provide to the Authority's Contact Person two weeks prior to the Closing Time the benchmark rate(s) that it will use in its Proposal. Based on</u></p>

PACKAGE 4 – Financial and Commercial			
	Focus Area	Evaluation Criteria	Submission Requirements
			<p>the information provided by the Proponent, the Authority will verify within three days, the benchmark rate(s) that the Proponent is to use in preparation of its Package 4;</p> <p>(b) When providing the benchmark rate(s), Proponents should provide the benchmark rate(s) as priced at 10:00 a.m. EST two weeks prior to the Closing Time and all supporting information (including the screen from which the benchmark rate was extracted, the average life and / or drawdown and repayment profile) that would allow the Authority to verify the reference interest benchmark rate(s);</p> <p>(c) The Authority will verify the reference interest benchmark rate(s) for the Proponent to take account of the financing structure of the Proposal. The Authority will verify the respective benchmark rate(s) to each Proponent independently;</p> <p>(d) The rate(s) provided by the Authority will be used in the calculation of the Proponent’s Service Payment;</p> <p>(e) The Proponent should provide full details and explanations of any credit spread, Funders’ margins and other adjustments to benchmark rate(s) that the Proponent considers appropriate</p> <p>(f) For the purpose of the Financial Re-Submission the Proponent should use the same benchmark rate(s) as used in preparation of their original Financial Proposal;</p>
	Discount Rate	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	For the purposes of the NPV calculation, Proponents should use 7.18% nominal.
	Tax	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	The Proponent should provide full details of its taxation assumptions to demonstrate that the Proponent has given full

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			consideration to all tax implications in preparing its Proposal.
	Payment Mechanism	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) The payment mechanism as described in Schedule 8 [Payments] should be used without modification to calculate the Proponent’s Periodic Payment, as defined in Schedule 8 [Payments]. For the purposes of modelling, Proponents should assume 100% performance and availability.</p>
	Refinancing	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) The Proponent should describe any plans for refinancing. If a Proponent plans to refinance debt, provide full details including assumptions about:</p> <ul style="list-style-type: none"> (i) The structure and the timing of refinancing; (ii) Interest rates; (iii) Margins; (iv) Timing of repayments; (v) Reserve accounts; and (vi) Cover ratios.
4.4.2	Financing Plan	<ul style="list-style-type: none"> The extent to which the Proponent demonstrates that they can sufficiently finance the Project from initial construction through to the end of the term of the Project Agreement. The extent to which the Financing Plan contains the details required by Section 4.4.2 (b). 	<ul style="list-style-type: none"> (a) The Proponent should demonstrate that it has the capacity to finance the Project from Design and Construction through the full Operating Period to the end of the Term; (b) Provide a full description of a complete financing plan for the Project Agreement, including the amounts and timing of required funds through Design, Construction and the complete Operating Period, including all the Services and the Life Cycle Components; (c) The sources of funds should match the demand for funds throughout both the Construction Period and the Operating Period. The Financing Plan should demonstrate the

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	Focus Area	Evaluation Criteria	Submission Requirements
		<ul style="list-style-type: none"> The extent to which the plan is underwritten, robust and deliverable within the time scale. 	<p>sources of finance and the level of commitment of the financing and include the level of information specified below:</p> <ul style="list-style-type: none"> (i) Full details of each source of financing, including equity, any construction or standby facilities, subordinated debt, capital markets debt, variation facilities and internally generated funds (separated into interest earned on deposits, reserve accounts, and third party income); (ii) Identification and credit status of each investor and the amount to be provided by each investor, including yields or returns; (iii) For each investor subscribing equity or quasi-equity, details about the availability of equity / quasi-equity finance, including, as applicable, copies of all relevant agreements and board minutes approving the quantum of equity / quasi-equity to be provided; (iv) If guarantees are to be provided as part of the financing package, written confirmation by each shareholder’s parent company, stating that it is able to provide a parent company guarantee in relation to the availability of the equity / quasi-equity for the Project, and that it has adequate funds available; (v) If any equity or quasi-equity finance is to be raised from external sources, specify such sources and provide written confirmation from the providers as to their willingness to provide funding and the amount of funding available; and (vi) Full description (including, where applicable, copies of all relevant agreements) evidencing and confirming the extent of support (including performance guarantees)

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	Focus Area	Evaluation Criteria	Submission Requirements
			<p>that is to be provided in respect of the obligations and liabilities of Project Co by each of Project Co's shareholders, subcontractors and associated third parties, including details of any parent and ultimate parent company involvement in any and all such elements of support;</p> <p>(d) The Proponent should describe and provide details of its proposed interest rate hedging strategy that may be used, if any, including the time period over which a hedge is expected to be in place and the proportion of the debt repayments that are to be hedged.</p>
	Financing Plan Supporting Documentation	<ul style="list-style-type: none"> • The extent to which Term Sheets for all financing providers includes, at minimum, the information as specified in Section 4.4.2 (c). • If the Financing Plan is dependent on a credit rating, is there an indicative credit rating from one or more credit reference agencies. • The presence of written confirmation from the Proponent's Financial Advisor stating that the Financing Plan is achievable and robust. • (If appropriate) The extent to which written confirmation that includes 	<p>(a) Term sheets for all the financing providers (including equity providers) including the information specified below.</p> <ul style="list-style-type: none"> (i) The identity of the arranger or underwriter; (ii) Type of facility; (iii) Purpose of facility; (iv) Availability period; (v) The amount of financing proposed or committed and currency in which it is to be provided; (vi) The drawdown schedule; (vii) Details of grace periods, including duration and contingency; (viii) Repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);

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		<p>appropriate details equivalent to those requested for equity and debt as specified in Section 4.4.2 (c) is provided</p>	<ul style="list-style-type: none"> (ix) Details of the performance security package to be provided by key subcontractors including the design build contractor and any facilities management contractor. Details of any other security, bonding or guarantee requirements and costs (from either parents or third parties); (x) Arrangement, underwriting, commitment, agency and all other fees; (xi) Interest rates (whether fixed or floating) specifying base rate, other credit spreads and all margins and including any ratchet mechanism; (xii) Requirements for reserve accounts; (xiii) Any proposed hedging arrangements in respect of interest rates; (xiv) Events of default and other similar arrangements; (xv) Step-in arrangements; (xvi) Conditions precedent; (xvii) Due diligence requirements; and (xviii) Any other restrictions, requirements or conditions that may materially impact the Proponent’s ability to raise financing or drawdown on committed financing after Financial Close. (xix) An indicative credit rating, from one or more credit

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			<p>reference agencies if the Financing Plan is dependent on a credit rating.</p> <p>(xx) A confirmation letter from the Proponent's Financial Advisor stating that the Financing Plan is achievable and robust.</p> <p>(xxi) Details of any working capital requirements and details of how these requirements will be met.</p> <p>(xxii) Details of any standby facilities provided to meet the requirements of the Project Agreement.</p> <p>(xxiii) To the extent that other forms of finance, other than debt and equity are to be used, the Proponent is to provide appropriate details equivalent to those requested for equity and debt finance.</p>
4.4.3	Support Letters		
	Letters of Support from Funder(s) (including equity providers) and key Sub-contractors	<ul style="list-style-type: none"> • The extent to which the signed support letters comply with the requirements of this section; namely: <ul style="list-style-type: none"> ○ Signed letters of support from all Equity Providers (and all external sources, where applicable). ○ Signed letter(s) from the 	<p>The Authority wishes to reach Financial Close as soon as possible after identifying the Preferred Proponent and as such does not wish to enter into any further negotiations following the issue of the Final Draft Project Agreement and accordingly a Proposal should include fully committed offers of finance as follows:</p> <p>(a) The Proponent is to provide clear and express written statements of support directly from all proposed Funders (including equity providers) and key sub-contractors (design build contractor and any facilities management contractor),</p>

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		<p>Proponent's Funder(s).</p> <ul style="list-style-type: none"> o Signed letter(s) from all key sub-contractors (design build contractor and any facilities management contractor). 	<p>each of which at the minimum must confirm:</p> <p>For all Parties:</p> <ul style="list-style-type: none"> (i) The Funder and the key sub-contractors have reviewed in detail, and have obtained legal advice from its legal counsel on, the Project Agreement and that the parties confirm that the Project Agreement as submitted is acceptable to it without any further changes. (ii) The Funder and the key sub-contractors have reviewed and accepted the risk allocation within the Proponent and amongst the Proponent and Proponent Team Members. (iii) The Funder and the key sub-contractors have reviewed and accepted the project program including the expected date of Financial Close. <p>Additionally for the Funders (including equity providers):</p> <ul style="list-style-type: none"> (iv) The Funder's commitment to provide the Proponent with a fully committed Offer of Finance and further confirming that the proposed financing has received all necessary credit approvals including approval by its credit committee. In particular, the letter should contain the wording: <p><i>“we expressly confirm that no further due diligence is required by us in connection with or as a condition of the provision of financing pursuant to our above-</i></p>

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			<p><i>referenced financing commitment"</i>;</p> <p>(v) The Funder has reviewed and accepted the Financial Model (stating version number)</p> <p>(vi) The terms of the financing to be provided to the Proponent with evidence of the Funders' agreement to underwrite the amount, structure and pricing of such financing</p> <p>(vii) That the funds can be committed within the timetable for the Project.</p> <p>(viii) That within three Business Days of a Proponent being selected as the Preferred Proponent the Funder will provide to the Authority a letter, executed by a senior officer and addressed to the Authority, stating substantially as follows:</p> <p><i>"Attached hereto is a copy of our financing commitment provided on [insert date] to [name of Proponent] which we confirm is subject only to the following:</i></p> <p><i>(i) . No material adverse change has occurred between the date of our underwriting commitment and Financial Close in the international or domestic money, debt, bank or capital markets; or</i></p> <p><i>(ii) No major disabling event or circumstance has occurred relating to the Project, between the date of our commitment and Financial Close, which could not have been reasonably prevented or foreseen by and is beyond the reasonable control of [name of Proponent] and which [name of Proponent] can demonstrate to the Authority,</i></p>

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			<i>acting reasonably, would substantially frustrate or render it impossible for [name of Proponent] to perform its obligations under the Project Agreement for a continuous period of not less than 90 days from the expected date of Financial Close.”</i>
4.4.4	Financial Model	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	(a) The Proponent is to provide the Excel spreadsheet model it has used and which is proposed to become the Financial Model under the Project Agreement. The file must include a print option macro and must allow the viewer access to all internal formulas, data and assumptions together with a full print out of all model sheets.
4.4.4.1	General Financial Model requirements	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) The Proponent’s Financial Model should:</p> <ul style="list-style-type: none"> (i) Provide financial projections (cost and revenue projections) on a semi-annual basis (for each period ending March 31st and September 30th) from Financial Close until the end of the Project Term. (ii) Be expressed in Canadian dollars and be able to be presented in both real terms and nominal terms. (iii) Include a print option macro. <p><u>(b) There must be no circular references or balancing numbers and no input numbers in the calculation worksheets.</u></p> <p><u>(c) The Project start date is assumed to be the Financial Close date July 31, 2008.</u></p>
4.4.4.2	Specific Financial	<ul style="list-style-type: none"> The extent to which the submission criteria are met. 	(a) The proposed Financial Model should include and provide:

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	Model Requirements	<ul style="list-style-type: none"> Refer to Appendix D Evaluation Scoring Guide for additional information on calculation of Affordability and NPV. 	<p>(1) Assumption schedules:</p> <ul style="list-style-type: none"> (i) Capital and operating costs; (ii) Taxation; (iii) Payment mechanism; and (iv) A scenario control sheet; <p>(2) Outputs:</p> <ul style="list-style-type: none"> (i) A schedule of payments by the Authority that sets out the expected date of payment and the amount to be paid by the Authority, in both real and nominal terms; (ii) The proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid; (iii) The calculation of Project returns for the different elements of financing; (iv) Projected income statements; (v) Projected balance sheet; (vi) Cash flow projections; (vii) Cash cascade in order of seniority (which should be consistent with any funding term sheets); and (viii) Supporting schedules; <p>(b) <u>The proposed Financial Model should produce the following discrete outputs:</u></p> <ul style="list-style-type: none"> (i) Project internal rate of return (IRR), before financing

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			<p>and tax, in both real terms and nominal terms (“Base Case Project IRR” as defined in the Final Draft Project Agreement);</p> <p>(ii) Return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that incorporates all sub-senior debt finance (“Threshold Equity IRR” as defined in the Final Draft Project Agreement);</p> <p>(iii) Debt to equity ratio at the time of Financial Close and at Service Commencement, defined as total financial debt divided by total shareholders funds;</p> <p>(iv) Drawdown schedules, including dates and amounts for all sources of finance on a semi-annual basis;</p> <p>(v) Weighted average cost of capital at Assumed Financial Close Date;</p> <p>(vi) Annual debt service cover ratio and loan life cover ratio for each year of the Project Term, with minimum and average ratios;</p> <p>(vii) Any other ratios that are considered relevant to the proposed financial structure, financial covenants or financing agreements;</p> <p>(viii) The precise timing of any equity injections and details of the phasing, if appropriate;</p> <p>(ix) NPV of Annual Service Payments, assuming no deductions for unavailability or poor performance, discounted at both the Base Case Project IRR and the Discount Rate in Section 4.4.1;</p> <p>(x) Summary financial statements, in nominal terms only, for each year of the Project Term, in accordance with</p>

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			<p>GAAP;</p> <ul style="list-style-type: none"> (xi) The construction price that is included in the Financial Model will be the Proponent's estimated out-turn construction price at Assumed Financial Close Date; (xii) A breakdown of development costs; (xiii) Revenues and costs on a semi-annual basis; (xiv) Services costs; (xv) Life Cycle costs; (xvi) A breakdown of Project Co revenues and costs; (xvii) Other operating costs; (xviii) Net income from income generation activities, analyzed by activity; and (xix) Revenue and capital flows.
4.4.4.3	Financial Model Data Book	<ul style="list-style-type: none"> • The extent to which the submission criteria are met 	<ul style="list-style-type: none"> (a) The Proponent should provide a detailed and comprehensive Financial Model specification booklet (the "Financial Model Data Book"), including, at the minimum instructions for using the Financial Model, including: <ul style="list-style-type: none"> (i) How changes to input variables should be entered. (ii) How to run the model following changes to inputs. (iii) How to run sensitivities. (iv) Details of all macros, if any, contained in the model. (v) How to print key reports and the entire model. (vi) Details of the optimization procedure.

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			<ul style="list-style-type: none"> (vii) Construction of the model, including: <ul style="list-style-type: none"> (1) Contents list of sheets and data contained within. (2) Details of complex or unusual formulae. (b) As part of the Data Book the Proponent must provide full details of the model inputs (the “Inputs Data”) which at the minimum identifies and includes: <ul style="list-style-type: none"> (i) For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans. (ii) Capital and operating cost schedules. (iii) Macro-economic assumptions, including interest and inflation rates. (iv) Taxation assumptions. (v) The assumptions made in relation to the GST and PST liabilities and recoverability. (vi) Accounting policies, including depreciation by asset type, and working capital requirements. (vii) All other assumptions that have been necessary in order to construct the Financial Model. (viii) The Inputs Data should be consistent with, and

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	Focus Area	Evaluation Criteria	Submission Requirements
			reconcile to, the Financial Model.
4.4.4.4	Sensitivity Analyses	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	<p>(a) As part of the review and evaluation of Proposals, Proponents should provide the sensitivities listed below. The Authority reserves the right to request additional sensitivities.</p> <p>(i) Inflation</p> <p>(1) at 1% (for whole project);</p> <p>(2) at 3% (for whole project);</p> <p>(3) at 5% (for whole project);</p> <p>(ii) Interest costs</p> <p>(1) 0.5% reduction in the benchmark rate</p> <p>(2) 0.5% increase in the benchmark rate</p>
4.4.5	Pricing Schedules	<ul style="list-style-type: none"> The extent to which Pricing Tables have been submitted and are complete and tie into the financial model. 	<p>(a) Complete the Pricing Schedules included in this Appendix C, using the Excel spreadsheet template provided by the Authority in the Data Room.</p>
4.4.6	Planned Schedule	<ul style="list-style-type: none"> The extent to which the Proposal demonstrates an achievable and realistic plan of activities to reach Financial Close. 	<p>(a) The Proponent is to provide a plan of activities and schedule of key dates to reach Assumed Financial Close date or Proponent's later proposed financial close date. For Proponents proposing a later proposed financial close date, the Financial Model should include this date as the project start date.</p>

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	Focus Area	Evaluation Criteria	Submission Requirements
4.5	Insurance	<ul style="list-style-type: none"> The extent to which the submission criteria are met 	(a) Proponents should include a completed “Construction Insurance Underwriting Questionnaire” together with all supporting documents. Such Construction Insurance Underwriting Questionnaire will be posted in the Data Room.

PRICING SCHEDULES

1.1 PRICING SCHEDULES FOR FACILITY DEVELOPMENT AND FM SERVICES

The following applies to all of Sections of the Pricing Schedules:

- The Pricing Schedules should be completed using the Proponent's own estimate of its actual timetable and phasing
- Except where otherwise expressly indicated herein, include all taxes other than GST
- References to "Financial Model" are to provide the cell reference that shows the \$ amount.
- The numbers should be cross-referenced to and reconciled to the financial model
- All numbers to be shown in real terms.
- When "First Full Contract Year" is referenced on any of the Pricing Schedules, the value used should consider a complete year of services once all Facilities are opened.
- [Proponents should submit Pricing Schedules using the electronic versions provided in the Data Room as templates.](#)

(a) Pricing Information

Annual Service Payment

[Proponents should submit Pricing Schedules using the electronic versions provided in the Data Room as templates.](#)

Contract Year	Annual Service Payment (<u>Indexed Portion</u>)	<u>Annual Service Payment (Unindexed Portion)</u>	Total <u>Annual Service Payment</u>
1 to 30	\$	\$	\$



1.2 Project Development Costs

- Provide full details of the costs incurred in the development of the Project that are included in the Financial Model. Such costs should include:

Cost Item	Cost \$000	Financial Model Reference
Project Co set up costs		
Proponent's Financial Costs		
Proponent's Legal Costs		
Proponent's Tax and Accounting Advisor		
Proponent's overhead recovery		
Employers agent		
Finance - arrangement fee		
Finance - Legal Costs		
Finance – Model Audit Costs		
Finance – Credit Rating Costs		
Other costs 1 - please detail		
Other costs 2 - please detail		
TOTAL		



1.3 Project Co Running Costs

- Provide full details of the annual running costs of Project Co. Such costs are to cover the operation of Project Co itself and are not to include any costs for the provision of the “FM Services”.
- Please provide costs separately (in a separate table) for the construction and the operating phases of the contract, with annual breakdown as appropriate.
- The costs should be broken into the following:

Cost Item	Cost \$000	Financial Model Reference
Insurance - Construction Phase		
Insurance - Operations Phase		
FM Services set up costs		
Regulatory		
Staff		
Accommodation		
Margin		
Technical		
Funders Technical Advisor		
Legal		
Audit/Tax		
Finance Fees		
Independent Certifier (50%)		
Other costs 1 - please detail		
Other costs 2 etc as necessary		
TOTAL		



1.4 Total Facility Development and Capital Cost

- Using the format of the following table, provide the cost breakdown for the development, construction and commissioning of the Facility used in the establishment of the Annual Service Payment. Building cost estimates should also describe the basis upon which the capital costs have been developed and must clearly identify any exclusions.

	Capital Cost	
	Total \$	Financial Model Reference
Construction Agreements		
Green Building Design		
Construction Contingency		
Design Contingency		
Structural Engineer		
Mechanical Engineer		
Electrical Engineer		
Architect		
Quantity Surveyor		
Facility Programmer		
Landscape Consultant		
Other Consultant – Code Consultant		
Other Consultant – Asbestos		
Other Consultant – Geotechnical Consultant		
Other Consultant - Survey		
Testing and Inspections		
Landscaping		
Clerk of Works Salary		
Administrative Costs		
Development Permit Cost		
Insurance		
DCC		
Building Permit		
Off Site Services		
Other Cost Items		
Other Cost Items		
Other Cost Items		
Other Cost Items		
Equipment		
Category B Equipment		
Inflation Allowance		
TOTAL PROJECT COST		



1.5 Maintenance and Refurbishment Cost Plan

- Using the format of the following table, provide the information requested, including the minimum design life for each item indicated. Where a specific design life is already specified in the table, this is a mandatory minimum design requirement but Proponents may specify a longer design life.

Component	Design Life (Min. Years)	Capital Cost (\$000)	Life Cycle Maintenance Cost		
			Year 1 (\$000)	Year 2 (\$000)	Year 3 (\$000)
Substructure	50				
Structure	50				
Lowest Floor	50				
Upper Floor	50				
Stairs	50				
Roof	50				
Exterior Enclosure					
Structural Walls Below Grade	50				
Walls Above Grade	50				
Curtain Walls					
Windows and Louvres					
Glazed Screens					
Doors					
Roof Covering					
Skylights					
Partitions & Doors					
Fixed Partitions					
Moveable Partitions					
Structural Partitions					
Doors	50				
Finishes					
Floor Finishes					
Ceiling Finishes					
Wall Finishes					
Fittings and Equipment					
Metals					
Millwork					
Specialties					
Non-Medical Equipment					
Elevators					
Escalators & Moving					
Walkway					
Material Handling Systems					



Component	Design Life (Min. Years)	Capital Cost (\$000)	Life Cycle Maintenance Cost		
			Year 1 (\$000)	Year 2 (\$000)	Year 3 (\$000)
Mechanical					
Plumbing and Fixtures Pumps Control Components Plumbing Fixtures Plumbing Trim Valves Tanks Medical Gas system					
Fire Protection Fire Pump					
Heating Equipment Boilers Unit Heaters/Force Flow Units Fan Coil Units					
Cooling Equipment Chillers Cooling Towers/ condensers					
Air Handlers					
HVAC Distribution Ductwork Dampers Air Terminal Boxes Fans Coils Heat Exchangers					
Controls					
Electrical Systems					
Service and Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System Communications and Data Structured Cable System RFTV System CCTV System PABX (Telephone Exchange) Telephones Intercom Wireless Network					



Component	Design Life (Min. Years)	Capital Cost (\$000)	Life Cycle Maintenance Cost		
			Year 1 (\$000)	Year 2 (\$000)	Year 3 (\$000)
Wireless Telephone Video Conferencing Code Blue System Security System Motors and control components Grounding System Standby Generator Battery systems (emergency lights where applicable) and UPS batteries					
Site Work					
Roadwork Walkways Site Furnishings Landscaping Mechanical Utilities Electrical Utilities Site Lighting	20 Years				
Equipment					
Medical (Generic Listing Required)					
Non-Medical (Generic Listing Required)					
TOTAL LIFECYCLE COSTS (PER ANNUM)					

Notes:

1. Fill in the minimum design life for each item.
2. The annual estimated lifecycle maintenance per annum should be broken down by at least the main components (i.e. those rows in bold in the table above).



1.6 FM Services Cost and Revenue Breakdown

- For each of the Schedule 4 (Services) Appendix 4D, 4E, 4F, 4G, 4I and 4J please provide a separate breakdown for each of the KGH and VJH sites:

1.6.1 Summary Analysis of Service Costs

Services		First Full Contract Year (\$ m)
4D/4E	Plant Services	
4F	Help Desk Services	
4G	Utility Management Services	
4H	General Management Services	
4I	Environmental Services	
4J	Parking Services	
	Total	



1.6.2 Plant Services

- Provide details of Service costs for each of Schedule 4, Appendix 4D and 4E:

Plant Services	Staff Numbers	Full Time Equivalent Staff	First Full Contract Year (\$ m)	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Trades – (specify)				
Maintenance Workers				
Clerical Support				
Other – (specify)				
Sub-Total Labour				
Other Expenditure				
Equipment				
Materials				
External Contract Maintenance				
Transport, IT etc				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Plant Services				



1.6.3. Help Desk Services

Help Desk Services	Staff Numbers	Full Time Equivalent Staff	First Full Contract Year (\$ m)	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Other staff				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Equipment				
Software				
External Contracts				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Help Desk Services				



1.6.4. Utility Management

Utility Management Services	Staff Numbers	Full Time Equivalent Staff	First Full Contract Year (\$ m)	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Trades – (specify)				
Other – (specify)				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Utility Management Services				



1.6.5. General Management Services

General Management Services	Staff Numbers	Full Time Equivalent Staff	Financial Model Reference
Labour Cost			
Facilities Managers (specify)			
Clerical Support			
Monitoring/Quality Officers			
Training Support			
Other			
Sub-Total Labour			
Other Expenditure			
Staff Training			
Equipment			
Uniforms			
Materials			
External Audit			
Miscellaneous			
Profit			
Sub-Total Other Expenditure			
Total General Management Services			



1.6.6. Environmental Services

Environmental Services	Staff Numbers	Full Time Equivalent Staff	First Full Contract Year (\$ m)	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Other staff				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Equipment				
External Contracts				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Environmental Services				



1.6.7. Parking Services

Parking Services	Staff Numbers	Full Time Equivalent Staff	First Full Contract Year (\$ m)	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Parking Attendants				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Equipment (maintenance of ticketing machines)				
External Contracts				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Parking Services				



APPENDIX D – EVALUATION SCORING GUIDE

The Evaluation Committee will evaluate Proposals by applying the Evaluation Criteria and weighting as set out below and in RFP Volume 2, Appendix C (Submission Requirements).

Category	Weighting
Design and Construction	40
Services	30
Affordability and NPV <u>Due to potential differences in timing of the Service Commencement of the KGH and VJH sites and the resulting Expiry Date for the Project Agreement, the evaluation of this category will be based on financial analysis of both (a) and (b).</u> <u>(a) the cost of the Proposal and its affordability (including but not limited to a comparison to the Annual Affordability Ceiling); and</u> <u>(b) the net present value (NPV) of the Proposal using the standard assumptions as provided by the Authority and set out in the Submission Requirements.</u>	15
Commercial and Financial	10
Team Strength <ul style="list-style-type: none"> • the Proponent team <u>is</u> able to demonstrate that it is well-managed and each member clearly understands his/her role within the whole • Proponent team members are able to demonstrate that they understand and are able to take account of the impact of their suggestions on other disciplines within the project and on the Authority. • Proponent team members are able to demonstrate that they understand our requirements, are able to discuss them knowledgeably and are able to contribute constructively to discussions • Proponent teams are able to demonstrate creativity in the dialogue with the Authority and an ability to problem-solve on relevant issues. 	5
Total	100

The evaluation of the category “Team Strength” will occur during the consultative meetings process between October 2007 and January 2008. The criteria the Authority will be evaluating are stated above. The intent of the “Team Strength” evaluation criteria is to assess the strength of the Proponent team, their interaction with the Authority and their creativity and problem-solving ability. There will be no submission requirements. The Authority will score Proponent teams immediately on conclusion of each consultative meeting using these criteria. All scores will be tallied and an aggregate score calculated at the end of the consultative meeting cycle.

The evaluation of the categories “Design and Construction”, “Services”, “Affordability and NPV” and “Commercial and Financial” will occur after the closing time.

APPENDIX E – PROPOSAL DECLARATION FORM

1. *This Proposal Declaration should be executed by the Proponent and each member of the Proponent Team, excluding Key Individuals.*
2. *By executing this Proposal Declaration, you agree to the provisions of the RFP and this Proposal Declaration.*
3. *Capitalized terms are defined in Section 10 of the RFP.*

[RFP Proponent's Letterhead]

To: **Interior Health Authority**

Attention: **Melanie Reinhardt, Contact Person**
Interior Health Authority
1860 Dayton Street, Kelowna, BC V1Y 7W6

The Proponent hereby agrees and acknowledges that:

1. Proposal

- a. this Proposal Declaration Form has been duly authorized and validly executed.
- b. the Proponent is bound by all statements and representations in its Proposal;
- c. its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the sole and absolute discretion of the Authority, be cause for rejection of its Proposal;
- d. its Proposal is in all respects a fair Proposal made without collusion or fraud;
- e. its Proposal is irrevocable until the expiry of the period of 90 days from the planned date of Financial Close and the Proponent will not revoke its Proposal until the expiry of that period;

- f. the Authority reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Proponent Team Members and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the Authority,

2. Acknowledgements with Respect to the RFP

- a. the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents”, and any and all Addenda;
- b. the Proponent agrees to be bound by the entire RFP including all of the terms and conditions, including without limitation Section 9.19, all documents listed in the RFP “Table of Contents”, and any and all Addenda;
- c. the Proponent’s representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and
- d. the Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form.

3. Proponent Team consists of:

Name	Address	Prime Member, Equity Member, or Key Individual
------	---------	--

Proponent

Proponent Representative

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number



APPENDIX F - RELATIONSHIP DISCLOSURE FORM

This must be completed by each Proponent Team Member (including firms and individuals).

The Proponent declares that:

1. The Proponent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Proponent has with:
 - a. any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - b. employees (both current or former) of the Authority or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project,that could constitute a conflict of interest or unfair advantage.

Name of Restricted Party / Person	Details of the nature of the Proponent's relationship with the listed Restricted Party/Person <i>(e.g. Proponent was an advisor to the Restricted Party from 2003-2004)</i>

APPENDIX G– ALTERNATE PROPOSAL PACKAGING AND SUBMISSION REQUIREMENTS

A cover or title page, identifying the Alternate Proposal by sequential number and the name of the Proponent.

1. A narrative description including:
 - Full details of the Alternate Proposal;
 - The reasons for the proposed Alternate Proposal;
 - The specific provisions of this RFP, the Final Draft Project Agreement and the Output Specifications that are affected by the Alternate Proposal;
 - The specific benefits and value that will accrue to the Authority; and
 - Any changes to the construction schedule and estimated date to Service Commencement.
2. A separate and complete schedule of prices, clearly showing any increase or decrease in prices which are affected by the Alternate Proposal
3. A separate and complete submission for the Alternate Proposal, subject to the following:
 - Those parts of a Proposal which are not changed by the Alternate Proposal need not be repeated in the Alternate Proposal. Instead they are to be incorporated by reference through an express statement that, except as expressly amended in the Alternate Proposal, all provisions of the Proposal shall be deemed incorporated into and apply to the Alternate Proposal; and
 - Those parts of the Proposal changed by the Alternate Proposal, including any schedules, tables or any other documents specified in Appendix C Submission Requirements.

APPENDIX H – INTERIM PROPOSAL SUBMISSION REQUIREMENTS

1. TIMETABLE

Proponents should submit Interim Proposals by 3:00 pm (local time) on December 10, 2007. If a Proponent is unable to meet this deadline for submission of Interim Proposals for any reason, that Proponent should give the Authority reasonable notice in advance of such deadline.

2. DELIVERY AND FORMAT

In providing the Interim Proposals, Proponents should comply with the delivery and format requirements of Section 2.1 (Delivery) of Appendix C (Submission Requirements and Pricing Schedules), provided that each Proponent should submit only one original master copy and one identical copy of the Interim Proposal.

3. SUBMISSION REQUIREMENTS

The Tables below describe the Interim Proposal requirements. Proponents should use the titles provided in preparing their Interim Proposals.

Table 1 – Submission Requirements – New Buildings Only Option 1

<u>New Building Only</u>		
	<u>Focus Area</u>	<u>Submission Requirements</u>
	<u>Safe and acceptable level of service</u>	<ul style="list-style-type: none"> • <u>Describe the method in which you will meet specifications. Identify any exceptions to the specifications</u> <ul style="list-style-type: none"> ○ <u>Equipment Assumptions</u> ○ <u>What kind of contract structure is proposed? (i.e. management contract, performance based contract)</u> ○ <u>Fire Management Assumptions</u> ○ <u>CMMS Assumptions</u>
	<u>Staffing</u>	<ul style="list-style-type: none"> • <u>Management supervisors and staff by site</u> • <u>Structure (in-house/contractors)</u> • <u>Staffing Rotations</u> • <u>Classifications of staff (categories)</u> • <u>Staffing Costs</u>
	<u>Pricing</u>	<ul style="list-style-type: none"> • <u>Cost/sq metre by site</u>
	<u>Interface</u>	<ul style="list-style-type: none"> • <u>Identify interfaces and plan for their management.</u>

Table 2 – Submission Requirements – Whole Site Option 2

<u>Whole Site</u>		
	<u>Focus Area</u>	<u>Submission Requirements</u>
	<u>Safe and acceptable level of service</u>	<ul style="list-style-type: none"> • <u>Describe the method in which you will meet specifications. Identify any exceptions to the specifications</u> <ul style="list-style-type: none"> ○ <u>Equipment Assumptions</u> ○ <u>Type of contract structure proposed (i.e. management contract, performance based contract)</u> ○ <u>Fire Management Assumptions</u> ○ <u>CMMS Assumptions</u>
	<u>Staffing</u>	<ul style="list-style-type: none"> • <u>Management supervisors and staff by site</u> • <u>Structure (in-house/contractors)</u> • <u>Staffing Rotations</u> • <u>Classifications of staff (categories)</u> • <u>Staffing Costs</u>
	<u>Pricing</u>	<ul style="list-style-type: none"> • <u>Cost/sq metre by site</u>
	<u>Transition</u>	<ul style="list-style-type: none"> • <u>Proposed Timelines for services starts</u> • <u>Describe anticipated issues and plan for their management</u>