

Request for Proposals

Kamloops Cancer Centre Project

Issue Date: July 24, 2024



Summary of Key Information

RFP Title

The title of this RFP is:
Kamloops Cancer Centre Project

Proponents should use this title on all correspondence.

Contact Person

The Contact Person for this RFP is:

Cam Redl
Email: KCCcontactperson@infrastructurebc.com

Please direct all Enquiries, by email, to the above-named Contact Person.

No telephone enquiries please.

Enquiries

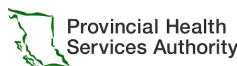
Proponents are encouraged to submit Enquiries at an early date and:

- ▶ for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions
- ▶ for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions

to permit consideration by the Authority; the Authority may, at its discretion, decide not to respond to any Enquiry.

The following submissions are to be delivered at the times and location indicated below:

Submission Time for Technical Submissions 11:00 Pacific Time on December 16, 2024



Submission Time for Financial Submissions 11:00 Pacific Time on March 10, 2025

Submission Location By electronic upload to the Contact Person in accordance with Section 7.1.1

The following submissions are to be delivered at the times and location indicated below:

Submission Time for Additional Key Individuals 11:00 Pacific Time on August 8, 2024

Submission Time for Collaborative Meeting 1 11:00 Pacific Time on August 20, 2024

Submission Time for Collaborative Meeting 2 11:00 Pacific Time on September 17, 2024

Submission Time for Collaborative Meeting 3 11:00 Pacific Time on October 22, 2024

Submission Location By email to the Contact Person:
KCCcontactperson@infrastructurebc.com

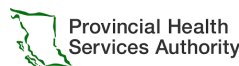


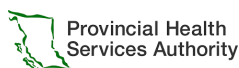
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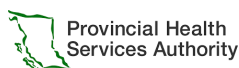


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1 Introduction

1.1 Purpose of this RFP

The purpose of this request for proposals (the “**RFP**”) is to invite eligible Proponents to prepare and submit Proposals to:

- design and build the Satellite Outpatient Radiation Oncology Clinic (the “**Facility**”);
- perform construction management services for a series of renovations in existing space within the RIH campus (the “**RIH Upgrades**”); and
- perform design services for the RIH Upgrades.

(the “**Project**”).

1.2 Eligibility to Participate in this RFP

Through a request for qualifications (the “**RFQ**”) issued February 15, 2024 by the Interior Health Authority (the “**Authority**”), the following design-builders have been selected to participate in this RFP:

- ▶ EllisDon Corporation; and
- ▶ PCL Constructors Westcoast Inc.

(the “**Proponents**”).

Only these two Proponents, subject to changes in Proponent Team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

2 RFP Procurement Process

2.1 The Agreements

The Project will be delivered under three separate agreements including:

- a) a design-build agreement (the “**Design-Build Agreement**”) between the Design-Builder and the Authority to design and build a stand-alone Facility;
- b) a construction management services agreement (the “**Construction Management Agreement**”) between the Design-Builder’s constructor (the “**Design-Builder’s Constructor**”) and the Authority to perform construction management services for the RIH Upgrades; and
- c) a design-services agreement (the “**Design-Services Agreement**”) between the Design-Builder’s design firm (the “**Design Firm**”) and the Authority to design the RIH Upgrades.

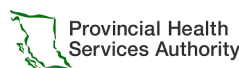
Collectively, the Design-Build Agreement, the Construction Management Agreement and the Design-Services Agreement are referred to in this RFP as the “**Agreements**”.

Separate from the Agreements, the Authority will enter into an Enhanced Inclusion and Development Agreement (the “**EIDA**”) with the Design-Builder that focuses on a component of the government’s Environmental, Social and Governance Objectives.

2.2 Indigenous Employment and Business Opportunities

Proponents are strongly encouraged to meet with the TK’emlups te Secwépemc Nation and other surrounding indigenous communities and businesses within the Secwépemc Nation as soon as possible. The key objective of these meetings, consistent with reconciliation, is to identify the following on the Project:

- a) meaningful employment opportunities;
- b) potential skills training opportunities including trade apprenticeships;
and
- c) business opportunities.



Indigenous businesses from the TK’emlups te Secwépemc Nation and other businesses within the Secwépemc Nation will be invited to the Business-to-Business Networking Sessions outlined in Section 2.5.

2.3 Estimated Timeline

The following is the Authority’s estimated timeline for the Project.

TABLE 1: ESTIMATED TIMELINE

Activity	Timeline
Issue RFP and Initial Draft Agreements to Proponents	July 24, 2024
Submission Time for Additional Key Individuals	11:00 Pacific Time on August 8, 2024
Collaborative Meeting 1	Week of August 26, 2024
Issue Initial Draft EIDA to Proponents	September 4, 2024
Business-to-Business Networking Session and Indigenous Business-to-Business Networking Session	Week of September 23, 2024
Collaborative Meeting 2	Week of September 23 2024
Collaborative Meeting 3	Week of October 28, 2024
Issue Final Draft Agreements and Final Draft EIDA	Week of November 18, 2024
Submission Time for Technical Submissions	11:00 Pacific Time on December 16, 2024
Invitation to Submit Financial Submissions	February 24, 2025
Submission Time for Financial Submissions	11:00 Pacific Time on March 10, 2025
Selection of Preferred Proponent	March 2025
Contract Execution	April 2025
Design and Construction of the Facility Commences	April 2025
Design of the RIH Upgrades Commences	April 2025



Activity	Timeline
Construction of the RIH Upgrades Commences	April 2026

The estimated timeline is subject to change at the discretion of the Authority.

2.4 Collaborative Meetings

The Authority will make available certain of its personnel, consultants, and advisors (the “**Authority’s Representatives**”) to participate in collaborative discussions with the Proponents (the “**Collaborative Meetings**”). The Authority expects that Proponents will make available all necessary consultants, including architectural, mechanical, electrical, and acoustic to attend the Collaborative Meetings.

The purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Project while minimizing the risk that a Proponent’s solution is unresponsive to the Authority’s requirements, and in particular:

- a) to permit the Proponent to provide the Authority’s Representatives with comments and feedback on material issues such as affordability, schedule or provisions of the Initial Draft Agreements; and
- b) to permit a Proponent to discuss with the Authority potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal;

The Authority expects the Collaborative Meetings to take place as follows:

- a) in advance of each Collaborative Meeting, and no later than the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, each Proponent is strongly encouraged to provide the Authority with:
 1. a proposed meeting agenda (including any consultants and advisors a Proponent would like in attendance from the Authority Representatives); and
 2. a list of prioritized issues the Proponent would like to discuss, and any materials relevant to such issues;

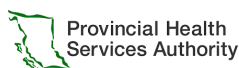


Materials not submitted by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, may not be reviewed by the Authority.

The Authority may provide Proponents with comments on the agenda and a list of any prioritized issues the Authority would like to discuss.

An example of the structure of the Collaborative Meetings, as well as an agenda and suggested submission items, are included in Appendix N;

- b) the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;
- c) except as may be expressly stated otherwise in this RFP, including Section 11.5, the Authority will retain all information received from a Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to the other Proponents or any third party. The Authority may disclose such information to its consultants and advisors who are assisting or advising the Authority with respect to the Project;
- d) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Authority and to fulfil the objectives of the Collaborative Meeting provided that the Authority may, in its discretion, limit the number of participants at any one meeting. Participation in Collaborative Meetings is in person only unless otherwise permitted at the discretion of the Authority;
- e) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Authority during any Collaborative 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 Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative 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 for the purposes of the preparation of its Proposal a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry 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 this RFP, the Agreements, or the EIDA, request an Addendum to this RFP clarifying and amending the provision in question;
- g) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the procurement process as described in this RFP and are in the interests of all parties;
- h) the Authority anticipates holding three Collaborative Meetings with each Proponent prior to the Submission Time for Technical Submissions. Following the release of the RFP, the Authority will consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Authority considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Authority may, in its discretion, amend the anticipated schedule;
- i) Proponents may request that the Authority schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed; and
- j) it is expected that Collaborative Meetings will be in person and held in Kamloops.

2.5 Business-to-Business Networking Sessions

The Authority intends to coordinate a session with Proponent Teams and local contractors, suppliers, and businesses and a session with Proponent Teams and local Indigenous contractors, suppliers, and businesses (“**Business-to-Business Networking Sessions**”) to provide an opportunity for:



- a) Indigenous and local contractors, suppliers, businesses, and potential employees who might be interested in working with, or providing products and services to, the Preferred Proponent to meet the Proponent Teams; and
- b) Proponent Teams to enhance their knowledge, understanding and awareness of Indigenous and local goods, labour pool and services, and to build relationships with Indigenous and local contractors, suppliers and businesses.

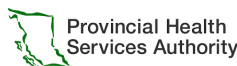
Proponents should identify any specific products, services, or areas of interest and submit as part of the agenda materials for Collaborative Meeting 1 (see Appendix N).

At this time, it is anticipated that the Business-to-Business Networking Sessions will be in person in Kamloops.

2.6 Comments on the Agreements

Each Proponent should review the initial drafts of the Agreements (the “**Initial Draft Agreements**”) for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Agreements, including with respect to commercial, legal, and design and construction aspects of the Project;
- b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, and Submission Time for Collaborative Meeting 3, as applicable, provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft Agreements using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in Appendix N; and
- c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all of the comments received and will amend the Initial Draft Agreements as the Authority may determine in its discretion.



Prior to the Submission Time for Technical Submissions, the Authority intends to issue by Addendum one or more revised drafts of the Agreements, including those that will be identified as the final draft agreements (the “**Final Draft Agreements**”). The Authority may further modify the Final Draft Agreements by Addendum prior to the Submission Time for Financial Submissions. The Final Draft Agreements will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes or additions to the Final Draft Agreements except for modifications, changes or additions to the Statement of Requirements as provided for in Section 5.3 or modifications, changes or additions provided for in Section 9.2.

2.7 Comments on the EIDA

Each Proponent should review the initial draft of the EIDA (the “**Initial Draft EIDA**”) for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- a) the Authority will invite Proponents as part of the specific topic meeting process to discuss possible clarifications or amendments to the Initial Draft EIDA, including with respect to commercial, legal, and services aspects;
- b) the Authority will consider all comments and requested clarifications or amendments received from the Proponents and may respond to some or all comments received and will amend the Initial Draft EIDA as the Authority may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Authority intends to issue by Addendum one or more revised drafts of the EIDA, including one that will be identified as the final draft EIDA (the “**Final Draft EIDA**”). The Authority may further modify the Final Draft EIDA by Addendum prior to the Submission Time for Financial Submissions. The Final Draft EIDA will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes or additions to the Final Draft EIDA.

2.8 Data Room

The Authority has established a website to be used as an electronic data room (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 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 in writing with respect to a specific document. The Authority



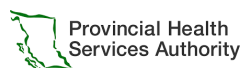
will grant Proponents access to the Data Room and will require Proponents to execute an agreement to keep information contained in the Data Room confidential.

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

2.9 Proponent's Contact Representative

The Authority intends to communicate solely with the Proponent's Contact Representative and may disregard communications from other persons on behalf of the Proponent during the Competitive Selection Process.

Although the Authority may rely on the Proponent's Contact Representative's authority to bind the Proponent, execution of documents by the Proponent's Contact Representative is not required. The Authority may rely on the authority to bind the Proponent by any person or persons representing the Proponent.



3 Key Project Elements

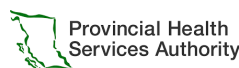
Any description or overview of the Initial Draft Agreements or the Final Draft Agreements in this RFP is provided for convenience only and does not replace, supersede, supplement, or alter the Initial Draft Agreements or the Final Draft Agreements. If there are any inconsistencies between the terms of the Final Draft Agreements and the description or overview of those terms set out in this RFP or the Initial Draft Agreements, the terms of the Final Draft Agreements will prevail.

3.1 Summary of Project Scope

The Project is comprised of two concurrent components: design and construction of a new, five-storey, 21,000 square metre standalone Facility and the RIH Upgrades.

The general scope of the Facility includes the following:

- An ambulatory outpatient clinic unit with 10 examination rooms and 2 consult rooms to accommodate new patient consults and follow-up care;
- Radiation therapy planning including space for medical physicists, radiation therapists, dosimetrists, and one computerized tomography simulator, which will be used to develop treatment plans for the delivery of radiation therapy;
- Radiation therapy delivery including three linear accelerators for external beam treatments; radiation treatment support and urgent care;
- One MRI suite and change rooms, IV preparation space, and scanner;
- Other areas, including public waiting, sacred space, staff facilities and administration (medical staff and information management/information technology);
- A new 470 stall parkade; and
- A sub-surface hard-wired telecommunications connection to the rest of the RIH campus to ensure integration of communications with the existing services.



The general scope of the RIH Upgrades includes a series of renovations of approximately 3,000 square metres, within the RIH footprint including:

- Administration space with offices and workstations;
- Pharmacy with workstations, offices, and improvements to storage areas, decanting spaces, and material flows in core department;
- Community Oncology Network clinic with:
 - Oncology ambulatory care unit with 10 exam and 2 consult rooms;
 - 14 systemic therapy chair bays and 3 systemic therapy stretcher rooms;
 - 1 medical day care chair bay and 1 medical day care treatment room; and
 - Staff support and workspaces.

Phased construction will be required for the RIH Upgrades to ensure existing operations are maintained during construction.

3.2 Design-Build Agreement

The Design-Builder will be responsible for all aspects related to the design and construction of the Facility in accordance with the Design-Build Agreement. This includes:

- a) obtaining necessary permits, approvals and authorizations excluding zoning approvals already in place;
- b) site preparation including demolition of the existing parking lot as described in the Design-Build Agreement;
- c) provision of utilities and other Site services required to support the Facility including off-site works as required to connect the Facility to existing City of Kamloops (the “**City**”) infrastructure;
- d) design for the Facility including integration with RIH campus infrastructure. The final design will comply with the Statement of



Requirements that will be provided to Proponents in the Design-Build Agreement, and all applicable laws, including the City zoning;

- e) construction of the Facility and all other works ancillary to the Facility including integration with existing RIH campus infrastructure; and
- f) construction of the Facility and all other works ancillary to the Facility so as to allow the existing RIH campus' facilities to remain fully operational at all times.

3.3 Construction Management Agreement

The Design-Builder's Constructor will be required to undertake the role of Construction Manager in accordance with the Construction Management Agreement. This includes performing:

- a) Pre-Construction Services (as identified in Section 2 of Schedule A of the Construction Management Agreement) including the Design Development Phase, Construction Document Phase, and Construction Procurement Phase;
- b) Construction Services (as identified in Section 3 of Schedule A of the Construction Management Agreement); and
- c) Post-Construction Services (as identified in Section 4 of Schedule A of the Construction Management Agreement) including assisting the Authority with post-occupancy review and warranties.

The Authority will require discrete pricing for the Construction Manager's Fee, which will be the aggregate of the Pre-Construction Fee, the Construction Fee, and the Post-Construction Fee.

3.4 Design-Services Agreement

The Design-Builder's Design Firm will be required to undertake the role of RIH Upgrades Design Consultant under the Design-Services Agreement. The Design Firm's scope is anticipated to include:

- a) design development and preparation of 75% Contract Documents and 100% Contract Documents based on the Schematic Design Report provided by the Authority; and



- b) the preparation of issued for construction drawings and specifications for the RIH Upgrades.

The Authority will require discrete pricing for the Design-Services for the RIH Upgrades. Mechanical and electrical design-services are not included in the scope of the Design-Services Agreement. Mechanical and electrical design-services will be provided by the Authority's consultants. The Design-Builder's Design Firm will be responsible for the coordination and integration of the mechanical and electrical consultants design-services into the overall design.

3.5 Municipal Approvals

In accordance with the Design-Build Agreement, the Design-Builder will be responsible for obtaining all permits and approvals required for the design and construction of the Facility, and to ensure that the design and construction of the Facility complies with all laws, including the applicable zoning and related City requirements. The Design-Builder will also have the responsibility to obtain all necessary permits for off-site works as required to connect to existing City infrastructure. The Design-Builder may, at its risk, seek zoning variances or permit modifications for the benefit of its design and Proposal.

In accordance with the Construction Management Agreement, the Design-Build Constructor will be responsible for obtaining all permits and approvals which are not obtained by the trade contractors and are required for the RIH Upgrades and to ensure that the design and construction of the RIH Upgrades complies with all laws.

3.5.1 Communications With the City

Each Proponent will have the opportunity to meet separately and confidentially with City representatives prior to the Submission Time for Technical Submissions to allow Proponents to obtain information they may require for the preparation of Proposals. Proponents will need to provide a detailed agenda with specific discussion topics and questions at least three days before a scheduled meeting with the City.

Although the City will endeavour to provide accurate responses to questions to the best of its ability based on the information at hand, the responses are not binding on the City or the Authority and are on a without prejudice basis. All Proponent meetings with the City may include an Authority representative and will be coordinated through the Contact Person.



The City will not respond directly to questions from Proponents regarding the Project. All such requests for information from the City are to be submitted to the Contact Person through the Enquiry process outlined in Section 7.6.

The Project site is zoned for intended use.

3.6 Technical Reports

The Authority has made available certain reports in the Data Room describing site conditions for reference by Proponents.

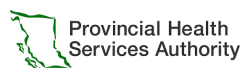
The following information is available to Proponents in the Data Room:

- a) Archaeological Reports;
- b) Environmental Reports;
- c) Existing Facility Drawings;
- d) Geotechnical Reports;
- e) Site Surveys; and
- f) Traffic Reports.

If the Design-Builder chooses to rely in any way on the investigations and reports outlined in this Section 3.6, the Design-Builder will be deemed to have assumed and accepted all risks that the information as disclosed in the investigation and reports may not accurately or completely describe actual Project site conditions including archaeological, geotechnical, environmental, or soil conditions (including risks of boulders, rock and low strength soil) and ground water conditions (including risk of underground streams or water table conditions). Only objective factual data provided in the investigations and reports outlined in Section 3.6 of this RFP can be relied upon for accuracy (subject to any qualifications or conditions set out in such investigations or reports or the Design-Build Agreement) but such data cannot be relied on for sufficiency, relevancy or interpretation.

3.7 Site Considerations

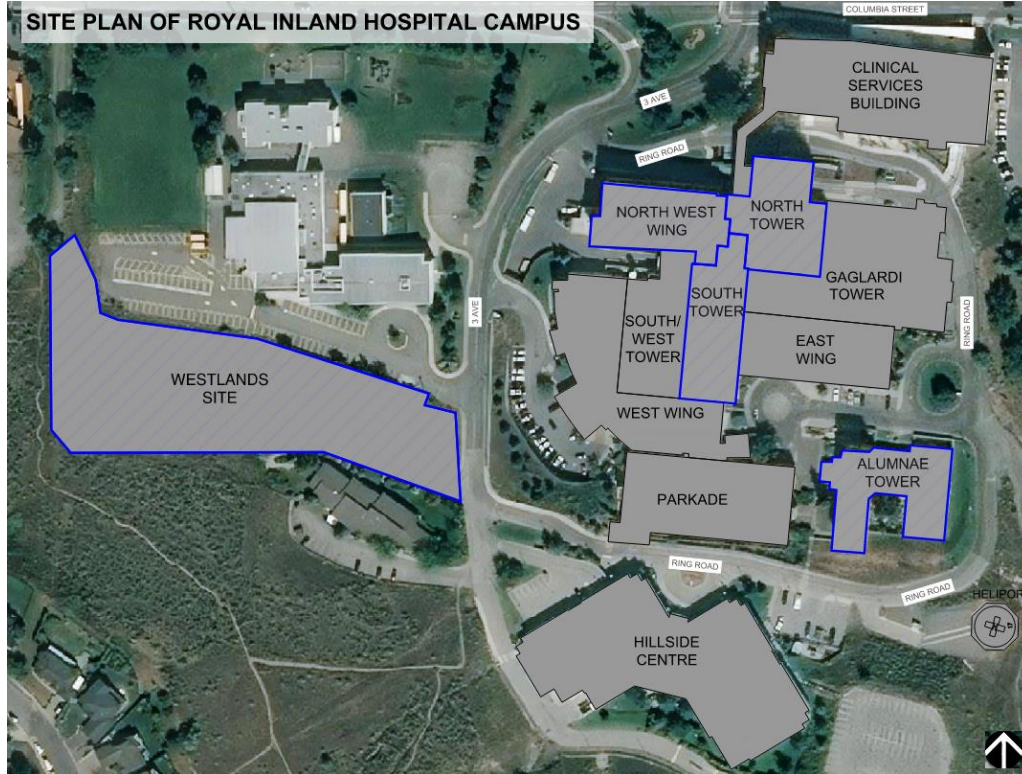
The Project site is in two locations on the RIH campus, located at 311 Columbia Street in Kamloops. The existing Westlands site, immediately west of RIH, is the selected site for the Facility, while the RIH Upgrades will be incorporated into existing spaces through renovations within the RIH campus.



In submitting a Proposal, Proponents should satisfy themselves as to the site conditions and the impact they could have on any or all Work and Services, as defined in the Agreements.

The Authority will facilitate a site meeting with each Proponent upon request for the purpose of answering questions related to site conditions. In submitting a Proposal, Proponents are to confirm they understand the existing conditions, critical dimensions, and limitations of the site.

FIGURE 1: PROJECT SITE PLAN



The selected locations for the RIH Upgrades are within existing spaces in the RIH campus that will be vacated prior to the construction of each component, refer to Figure 1 and Table 2. Phased construction will be required for the RIH Upgrades as the existing hospital must continue operating in a 24/7 environment.

TABLE 2: UPGRADES: CURRENT AND FUTURE PROGRAM LOCATIONS

Program Component	Current Location	Future Location
Hospital Administration	1st floor North Tower	9th Floor South Tower
Pharmacy	1st floor North Tower	1st floor North Tower
CON clinic	8th floor of South Tower	1st floor of North West Wing
Fitness Centre	1st floor North West Wing	2nd floor North Tower
Library Services	1st floor North West Wing	1st floor Alumnae Tower
Staffing Services	1st floor North West Wing	Leased space in Kamloops
Conference room 1	1st floor North West Wing	8th floor South Tower
Conference room 2	1st floor North West Wing	1st floor North Tower

3.8 Space Requirements and Indicative Design

The Design-Builder will be required to design and construct the Facility to accommodate the spaces, activities, functions, design features and adjacencies described in the Draft Design-Build Agreement.

The Authority has developed an indicative design for the Facility (the “**Indicative Design**”). This Indicative Design serves several purposes, including testing functionality and general layout and adjacencies. The Indicative Design is not intended to restrict Proponents in their design of the Facility.

The Indicative Design is available in the Data Room and should not be relied upon by Proponents. It is for illustrative and general guidance purposes only and does not relieve the Design-Builder in any way of all responsibility for the design of the Facility.

3.9 Equipment

The Design-Builder will complete the Facility to accommodate equipment, including all required electrical and plumbing connections, structural support, seismic restraints and space for efficient access, all to the tolerances and specifications as may be specified



and required by the manufacturers or suppliers of the equipment, and in accordance with the Design-Build Agreement.

The equipment personnel roles and responsibilities, as well as an equipment list, for the Facility are provided as Appendix 1E to the Statement of Requirements. The Design-Builder is required to coordinate equipment installation with the building construction schedule while allowing delivery/installation as close to Substantial Completion as possible. All equipment that is Design-Builder installed is expected to be completed prior to Substantial Completion unless otherwise noted in the equipment list. The Design-Builder is required to complete testing and commissioning of the applicable equipment prior to Substantial Completion as set out in the Statement of Requirements.

The equipment roles and responsibilities in respect to the Construction Management Scope are identified in the Construction Management Agreement.

3.10 Independent Certifier

As set out in the Design-Build Agreement, the Authority and the Design-Builder will jointly appoint an Independent Certifier to provide certification services for the benefit of the parties. The Independent Certifier's responsibilities are further described in the Design-Build Agreement.

The Authority will appoint a payment certifier to provide certification services for the RIH Upgrades scope of work.

3.11 LEED®

The Design-Builder will be required to obtain LEED® Gold Certification for the Facility. The Facility has been registered with the Green Building Council under the LEED® Canada-NC 1.0 rating system. Registration under LEED® NC 1.0 rating system allows for the use of certain credit targets or thresholds under LEED® NC 2009 or LEED® NC 1.0 as per equivalencies allowed by the Green Building Council.

3.12 Wood First

The Design-Builder will comply with the Statement of Requirements - Appendix 1F Wood First Matrix.

3.13 Energy

The Design-Builder will design and construct the Facility so that the Energy Consumption per year will not exceed the Energy Target which will be provided in Schedule 8 of the Design-Build Agreement.



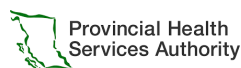
3.14 Enhanced Inclusion and Development Agreement

The Authority has identified certain labour objectives to be achieved through the delivery of public sector infrastructure projects. These objectives will ensure that provincial infrastructure projects are delivered in a way that provides both the best outcome for the projects, and long-lasting benefits for British Columbians and their communities.

The Design-Builder will be responsible for fulfilling the obligations set out in the EIDA for the Facility and will be compensated by the Authority during the construction period from a separate funding allocation that is not part of the Price Ceiling.

There are two categories of payment that will be made to the Design-Builder under the EIDA: base payments, and performance payments. It is anticipated that the performance payment will be small relative to the base payment. Performance payments will be made in relation to apprenticeship advancement and base payments will be made for actual costs incurred to meet EIDA objectives. The Design-Builder is expected to share its base payments with subcontractors that incur costs related to meeting EIDA objectives.

The Authority will provide specific direction to the Design-Builder on apprenticeship advancement and how base payments for EIDA related services should be directed. This will be communicated to the Design-Builder through a draft EIDA service plan that will be finalized by the Design-Builder.



4 Additional Key Individuals

Each Proponent must nominate in writing to the Contact Person the following individuals (each an “**Additional Key Individual**”):

- a) Clinical and Cancer Care Lead/Planner;
- b) Design-Build Equipment Lead;
- c) Design-Build Electrical and IM/IT Lead;
- d) Design-Build Mechanical Lead; and
- e) RIH Upgrades Design Integration Manager.

For each of the Additional Key Individuals required by this Section 4, the Proponent should provide the credentials of the individuals in writing to the Contact Person by the Submission Time for Additional Key Individuals. This should include, at a minimum, the following information:

- a) name, professional qualifications/designation(s) and a summary of education;
- b) relevant experience and capability in relation to the applicable component of the Project;
- c) two references (with up-to-date contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) with knowledge of the Additional Key Individual. At least one of the references should be the project lead for the owner and ideally should be from a project actively worked on in the last five years. Proponents should confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority;
- d) a description of the availability of each of the Additional Key Individuals as follows:
 - i. percentage of time the Additional Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning;



- ii. percentage of time intended to be physically on site; and
- iii. describe any foreseeable time constraints that will impact the Additional Key Individual's ability to perform according to the applicable Project schedule.

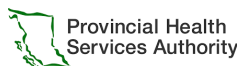
The credentials of the Additional Key Individuals will be reviewed based on the demonstrated strength and relevance of the individual to undertake their respective obligations under the Agreements and are subject to the approval of the Authority, acting reasonably.

Each Proponent will provide to the Authority such additional credentials and information as may be requested by the Authority.

The Authority intends to provide each Proponent with a confidential response approving or rejecting the Additional Key Individuals and confirming each Proponent's continued status as Proponent (the "**Notice of Continued Status**") within ten (10) Business Days of receiving the nominations for Additional Key Individuals, or such longer period as may be required by the Authority. Receipt of a Notice of Continued Status is a condition of the Proponent's continued status as a Proponent and a Mandatory Requirement. The Authority may discuss the Additional Key Individuals with the Proponents and may require Proponents to provide additional information on the Additional Key Individuals.

Until receipt of the Notice of Continued Status, the Proponent may change the Additional Key Individuals.

After receipt of the Notice of Continued Status, any changes to Proponent Teams are subject to Section 7.12 of this RFP.



5 Affordability

A key objective of the Competitive Selection Process is to achieve the Project scope while meeting the Project's Price Ceiling requirements.

5.1 Price Ceiling

The Authority has identified a mandatory price ceiling (the “**Price Ceiling**”) of \$208,900,000 for the Nominal Cost of the Proposal. For this Project, the Price Ceiling of the Proposal includes the following components.

TABLE 3: PRICE CEILING COMPONENTS

Price Ceiling Components
Design-Build Agreement for the Facility
Construction Management Agreement for the RIH Upgrades
Design-Services Agreement for the RIH Upgrades

Project approvals by the Owner have been based on this Price Ceiling.

5.2 Nominal Cost Calculation

Each Proponent should calculate the Nominal Cost of the Proposal and should use the Form A1 - Breakdown of Price provided by the Authority in the Data Room. The completed Breakdown of Contract Price and the Nominal Cost of the Proposal calculation should be submitted with the Proponent's Proposal. This Nominal Cost of the Proposal will be compared to the Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

The Breakdown of Contract Price is available in the Data Room as “RFP Proposal Price Forms.xls”.

5.3 Scope Ladder

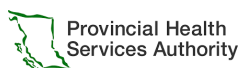
If not all the elements of the Statement of Requirements are achievable within the Price Ceiling, a Proponent may propose to reduce the scope of the Project by one or more of the scope items set out in an approved list (the “**Scope Ladder**”). Proponents proposing reductions to the scope of the Project should limit their proposed reductions to items identified by the Authority in the Scope Ladder, and reductions should only be made in the order set out in the Scope Ladder; for example, the Scope Ladder item ranked 1

should be used first before the item ranked 2 is used. Proponents are to confirm if there are scope ladder items that have not been used because they are not relevant to their design.

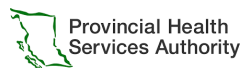
The Scope Ladder is as follows:

TABLE 4: SCOPE LADDER

Rank	Component	Summary Description	Reference to Statement of Requirements
1	PV Array	Remove PV array and structure above the Facility Parkade	7.5.3.2.1
2	a) 10% parking reduction	10% reduction of parking stalls	8.2.5.2
	b) 25% parking reduction	25% reduction of parking stalls	8.2.5.2
	c) 50% parking reduction	50% reduction of parking stalls	8.2.5.2
3	Exterior façade cladding options	Reduce performance criteria for Exterior façade cladding options for less costly solution	6.7
4	Warranty	1 year warranty in lieu of 2 year warranty	Section 39 of the DBA
5	50% reduction of EV charging infrastructure	50% reduction of EV charging infrastructure for EV parking stalls for future fit-out (provided other targets can be met e.g. LEED, CleanBC, etc.)	8.2.5.2
6	LEED Certification	Allow for alternative reporting.	3.14.1
7	Remove Sacred Space	Remove Sacred Space and adjacent healing garden	4.3.2.1
8	UPS Requirement	Remove UPS Requirement	7.5.7



Rank	Component	Summary Description	Reference to Statement of Requirements
9	Emergency Generator HVAC Power Redundancy	Reduce power redundancy from 70% to 50%	7.3.1.1.7



6 Proposal Requirements

6.1 Participation Agreement

As a condition of participating in this RFP each Proponent must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix F or otherwise acceptable to the Authority, in its discretion. Proponents will not be permitted to participate in Collaborative Meetings or participate further in the Competitive Selection Process unless and until they have signed and delivered a Participation Agreement as required by this Section.

6.2 Proposal Form and Content

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and, if invited to do so, one Financial Submission.



7 Submission Instructions

7.1 Submission Times and Submission Location

With respect to the delivery of Proposals:

- a) **Technical Submission:** Proponents must submit the Technical Submission to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the following:
 1. the cover letter (and all attachments) to the Technical Submission as described in the Technical Submission section of Appendix B; and
 2. the portion of the Proposal Requirements described in the Technical Submission section of Appendix B.

- b) **Financial Submission:** If invited to do so pursuant to Section 8.1, Proponents must submit the Financial Submission to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the following:
 1. a completed Proposal Declaration Form in the form attached as Appendix C;
 2. the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission Section of Appendix B;
 3. the portion of the Proposal Requirements described in the Financial Submission section of Appendix B;

7.1.1 Electronic Submission

For each of its Technical Submission and Financial Submission, the Proponent should submit one electronic copy of each file described in Section 7.2 (as applicable to each of the Technical Submission and Financial Submission) by upload to a secure web-based platform of the Proponent's choosing, and the Contact Person given access, as confirmed with the Contact Person in advance. Proponents are responsible to arrange a test of the secure web-based platform with the Contact Person at least five Business Days in advance of the respective submission times.



7.2 Electronic Copies

To facilitate the Authority's evaluation, Proponents should provide the electronic copies of their Technical Submission and Financial Submission in a number of separate files. As a minimum breakdown, and with reference to Appendix B, Proponents should provide individual files for the following Proposal Requirement sections:

- a) Technical Submission:
 - Package 1: Transmittal Package (Technical)
 - Package 2: Project Management
 - Package 3: Approach and Schedules
 - Package 4: Design and Construction
 - Package 5: Design Scored Elements
- b) Financial Submission:
 - Package 6: Transmittal Package (Financial)
 - Package 7: Financial Review
 - Package 8: Financial Capacity

In addition, Proponents should provide individual files for each drawing or sketch logically organized in folders for each discipline with a reference to the specific Proposal Requirement section. Drawings should be provided in separate files and grouped by discipline.

7.3 Email Submission

Proposals submitted by email will not be accepted except as specifically permitted in this RFP.

7.4 Language of Proposals

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



7.5 Receipt of Complete RFP

Proponents are responsible for ensuring that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time for Technical Submissions. The Authority accepts no responsibility for any Proponent lacking any portion of this RFP.

7.6 Enquiries

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by email (each an “**Enquiry**”).

Proponents are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date to permit consideration by the Authority:

- a) for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions; and
- b) for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions.

The Authority may, in its discretion, decide not to respond to any Enquiry.

The following applies to any Enquiry:

- a) responses to an Enquiry will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Authority;
- c) the Authority is not required to provide a response to any Enquiry;
- d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- e) if the Authority decides that an Enquiry marked “Commercial in Confidence”, or the Authority’s response to such an Enquiry, must be distributed to all Proponents, then the Authority will permit the



enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Authority may provide its response to all Proponents;

f) notwithstanding Sections 7.6 (d) and (e):

1. if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence,” the Authority may provide a response to such Enquiry to all Proponents; and
2. if the Authority determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Authority may, in its discretion, distribute the Enquiry, response or information with respect to such matter 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 for any purpose.

7.7 Electronic Communication

Proponents should only communicate with the Contact Person by email. Other methods of communication, including telephone, are discouraged.

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

- a) the Authority does not assume any risk, responsibility, or liability whatsoever to any Proponent:
 1. for ensuring that any electronic email system being operated for the Authority or Infrastructure BC 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
 2. if a permitted email communication or delivery is not received by the Authority or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and



- b) all permitted email communications with, or delivery of documents by email 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.

7.8 Addenda

The Authority may, in its discretion through the Contact Person, amend this RFP at any 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 Enquiries as provided by Section 7.6, 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 provide a copy of all Addenda to all Proponents.

7.9 Intellectual Property Rights

a) Grant of Licence

Subject to Section 7.9 (b), by submitting a Proposal, each Proponent will, and will be deemed to have:

1. granted to the Authority a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the **"Intellectual Property Rights"**) contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Authority; and
2. in favour of the Authority, waived or obtained, a waiver of all moral rights contained in the Proposal.

Proponents will not be responsible or liable for any use by the Authority or any sub-licensee or assignee of the Authority of any Intellectual Property Rights contained in a Proposal.

b) Exceptions to Licence

The licence granted under Section 7.9 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available.



By submitting a Proposal, each Proponent represents to the Authority that it owns or has, and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Authority and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section 7.9 (a).

7.10 Definitive Record

The electronic conformed version of the document in the custody and control of the Authority prevails.

7.11 Amendments to Proposals

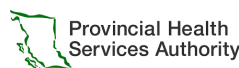
A Proponent may:

- a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions;
- b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions; and
- c) in its Financial Submission, amend its Technical Submission as contemplated in Section 7.1 (b).

A Proponent may not amend any aspect of its Proposal except as set out above.

7.12 Changes to Proponent Teams

If, for any reason, a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after it was shortlisted by the Authority under the RFQ, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its 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 the change would, in the Authority's judgement, result in a weaker team than was originally shortlisted; or
- 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 Proponent Team member or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

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

7.13 Validity of Proposals

By submitting a Proposal, each Proponent agrees that:

- a) its Proposal, including all prices and input costs, will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 90th day following the Submission Time for Financial Submissions (the "**Proposal Validity Period**"); and
- b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposal may not be adjusted unless the Proponent provides notice to the Authority of any proposed adjustment and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
 1. are external to the Proponent and the Proponent Team members;
 2. could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
 3. constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.



A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 90 days.

7.14 Material Change After Submission Time for Financial Submissions

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Submission Time for Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

7.15 Acceptable Equivalent

The Statement of Requirements is intended to generally be performance-based but includes, in some instances, specific requirements related to design and construction, such as room types and sizes, adjacencies, access requirements, products, materials, equipment, and technical systems (including structural, foundation, mechanical (HVAC), information technology and electrical) that the Authority considers are important to meet the Authority's objectives. However, the Authority wishes to provide some flexibility for Proponents to propose equivalent alternatives that when considered by the Authority, in its discretion, continue to meet the Authority's objectives.

A Proponent may submit an Enquiry marked "Commercial in Confidence – Acceptable Equivalent" that identifies the applicable section(s) in the Statement of Requirements that contain the requirement(s) and the Proponent's proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Authority's objectives, along with supporting materials. The Authority may, in its discretion, request clarification, further information, or additional supporting materials for the proposed equivalent.

The Authority may, in its discretion:

- a) respond to indicate that the proposed equivalent is acceptable;
- b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent's compliance with any conditions identified by the Authority;
- c) respond to indicate that the Authority does not consider the proposed equivalent to be acceptable;
- d) request clarification, further information, or additional material;
- e) not respond to the Enquiry; or



f) provide any other response in accordance with Section 7.6.

The provisions of Section 7.6 relating to “Commercial in Confidence” Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Authority’s determination if there is a matter which should be brought to the attention of all Proponents.

If the Authority responds to a “Commercial in Confidence – Acceptable Equivalent” Enquiry, or responds to any Enquiry that is not “Commercial in Confidence”, regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, then a Proponent may make its Technical Submission on the basis of the response, the proposed equivalent will be considered an “**Acceptable Equivalent**” and the use of the Acceptable Equivalent will not in and of itself be a failure to meet the requirements set out in Appendix A.

Unless the Authority responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix A and that the Authority may not invite the Proponent to provide a Financial Submission.

The Authority will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to any other Proponent.

Despite any indication by the Authority of the acceptability of an equivalent, the Design-Builder remains responsible for fulfilling all of its obligations and responsibilities under the Design-Build Agreement.

Following selection of the Preferred Proponent, the Design-Build Agreement will, in accordance with Section 9.2, be amended to include all Acceptable Equivalents used by that Preferred Proponent, or negotiated by the Authority and the Preferred Proponent, whether or not proposed by any other Proponent.



8 Evaluation

8.1 Mandatory Requirements

The Authority has determined that the following are the Mandatory Requirements:

- a) the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 6.1;
- b) the Proponent must have received a Notice of Continued Status;
- c) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions and the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions;
- d) the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Price Ceiling; and
- e) Proponents proposing reductions to the scope of the Statement of Requirements must do so in accordance with Section 5.3.

Subject to the following paragraph, the Authority will reject a Proposal that fails to meet the Mandatory Requirements.

Subject to Section 8.2, the Authority reserves the right to evaluate any Proposal where the Scope Ladder has been exhausted and the Price Ceiling requirements have not been met, but will do so only in the event that the Proposals received from all the Proponents do not meet the Price Ceiling requirement as per Section 8.1 (d) above.

8.2 Evaluation of Proposals

The Authority will evaluate Proposals in the manner set out in Appendix A. The Authority will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The Authority may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the Authority considers that any Proposal, including the Technical Submission or the Financial Submission, or any part of a Proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or



does not for any reason whatsoever satisfy the Authority that the Proposal meets any requirements of this RFP at any time, or for any other reason the Authority, in its discretion, deems appropriate and in the interests of the Authority and this RFP, or either of them:

- a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- c) 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 during the evaluation process, with such interviews or presentations conducted at the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations;
- d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, including any Technical Submission or Financial Submission, and disqualify the Proponent from this RFP; and
- g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal, including with any Technical Submission or Financial Submission or any part of their component packages.



Without limiting the foregoing or Appendix A, the Authority may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Authority: (i) is materially incomplete or irregular; (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Agreements, other than as provided for in Section 9.2, not acceptable to, or material to, the Authority; (iii) contains any false or misleading statement, claims or information; or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

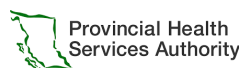
To enable the Authority to take any one or more of the above-listed steps, the Authority may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Authority has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the scoring and ranking, of any Proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, information or documentation in respect of the Technical Submission after the Submission Time for Technical Submissions and in respect of the Financial Submission after the Submission Time for Financial Submissions, without the prior written approval of the Authority, or without an invitation or request by the Authority.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the Authority's satisfaction, the Authority may, in its discretion, not consider such cited experience, capacity or other information.

The Authority is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proposal, or any part of any Proposal, including any Technical Submission or Financial Submission.



As part of the evaluation of a Technical Submission, the Authority may identify that the Authority is not satisfied that the Technical Submission meets one or more requirements of the Final Draft Agreements. The Authority may, but is not required to, reject that Proposal in accordance with the terms of this RFP. If the Authority does not exercise its discretion to reject the Proposal, the Authority may provide to the Proponent a list of the items that the Authority is not satisfied meet the requirements of the Final Draft Agreements. The Proponent will, if selected as Preferred Proponent, be required to comply with the requirements of the Final Draft Agreements, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submission, a Proponent that has received such a list will be deemed to have agreed to comply with the requirements of the Final Draft Agreements, including by rectifying any non-compliances (material or otherwise) in its Proposal.

If the Authority identifies that the Proponent's energy model does not reflect the Technical Submission, or does not meet the requirements of the RFP, including the Final Draft Agreements, the Authority may, prior to either Financial Submission, require a Proponent to re-submit the energy model with supporting documentation acceptable to the Authority. The Authority may, in its discretion, exchange written documentation with the Proponent regarding the evaluation of the Proponent's energy model, or may require a meeting with the Proponent. The process will be repeated until the energy model is acceptable to the Authority.

The Authority is not responsible for identifying all areas in which a Technical Submission does not meet the requirements of the Final Draft Agreements. Irrespective of whether the Authority has identified or has failed to identify any such areas, a Proponent is not relieved in any way from meeting the requirements of this RFP, and if selected as Preferred Proponent will not be relieved from meeting all requirements of the Final Draft Agreements, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Authority will, subject to the provisions of this RFP, invite each Proponent that has delivered a Technical Submission that has not been rejected to submit a Financial Submission.



9 Selection of Preferred Proponent and Award

9.1 Selection and Award

If the Authority selects a Preferred Proponent, the Proponent with the highest ranked Proposal will be selected as the Preferred Proponent, and the Authority will invite the Preferred Proponent to enter into final discussions to settle all terms of the Agreements, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If for any reason the Authority determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Authority may terminate the discussions with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests, including:

- a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- b) inviting the other Proponents to enter into discussions to reach final agreement for completing the Project.

Any final approvals required by the Authority, such as from the Provincial Government, will be conditions precedent to the final execution or commencement of the Agreements.

9.2 Final Draft Agreements

It is the intention of the Authority that:

- a) any issues with respect to the Initial Draft Agreements will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Agreements; and
- b) once issued, the Final Draft Agreements will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
 1. relating to the determination by the Authority, in its discretion, of which:



- i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Design-Build Agreement or otherwise pursuant to express provisions of the Agreements; or
 - ii. modifications, changes or additions, if any, requested by a Proponent pursuant to Section 5.3 that are acceptable to the Authority;
2. to those provisions or parts of the Final Draft Agreements that are indicated as being subject to completion or finalization, or which the Authority determines in its discretion require completion or finalization, including provisions that require:
 - i. modification or the insertion or addition of information relating to the Design-Builder's formation (e.g., corporate, partnership or trust structure) and funding structure; and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors (including each of the project contractors);
 3. required by the Authority to complete, based on the Proposal, any provision of the Final Draft Agreements, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Agreements;
 4. that are necessary to create or provide for a legally complete, enforceable and binding agreement;
 5. that enhance clarity in legal drafting; or
 6. that reflect Acceptable Equivalents in accordance with Section 7.15.

The Authority also reserves the right, in its discretion, to negotiate changes to the Final Draft Agreements and to the Preferred Proponent's Proposal.

Upon Contract Execution, the Agreements, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the RFP and the Proposal submitted in respect of the Design-Builder.



9.3 Preferred Proponent Security Deposit

Subject to the terms of this RFP:

- a) the Authority will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Authority, such date not to be earlier than five Business Days after notification of the appointment of the Preferred Proponent; and
- b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Authority on or before the date and time specified by the Authority.

9.4 Return of Security Deposit

Subject to Section 9.5, the Authority will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- a) within ten Business Days after receipt by the Authority of notice of demand from the Preferred Proponent, if:
 1. the Authority exercises its right under Section 11.1 to terminate this RFP prior to entering into the Design-Build Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 2. the Authority fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Authority in accordance with Section 9.2, provided that such failure is not the result of:
 - i. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Design-Build Agreement; or
 - ii. any extensions to the Proposal Validity Period arising from any agreement by the Authority to negotiate changes to the Final Draft Design-Build Agreement pursuant to Section 9.2; or
- b) within ten Business Days after Contract Execution with such Preferred Proponent.



9.5 Retention of Security Deposit

Notwithstanding any receipt by the Authority of the notice described in Section 9.4, the Authority may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Authority's own use as liquidated damages, if:

- a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- b) after receipt of written notice from the Authority:
 - 1. the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement finalized by the Authority in accordance with Section 9.2; or
 - 2. Contract Execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Authority,

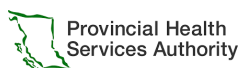
unless:

- 3. any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- 4. the Preferred Proponent demonstrates to the Authority's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Design-Build Agreement for a continuous period of 180 days as if the Design-Build Agreement was in force and effect. This applies to the Design-Build Agreement only.

9.6 Partial Compensation for Participation in this RFP

Upon execution of the Design-Build Agreement, the Authority will pay \$2,500,000 (inclusive of any GST payable) to the unsuccessful Proponent that has:

- a) complied with the Mandatory Requirements of this RFP;
- b) received an invitation to submit a Financial Submission;



- c) has not withdrawn from the Competitive Selection Process or been disqualified by the Authority in accordance with the terms of this RFP; and
- d) provides to the Authority written acknowledgment of:
 - 1. the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 11.3; and
 - 2. the grant of Intellectual Property Rights to the Authority and waiver of moral rights pursuant to Section 7.9.

If the Authority exercises its right under Section 11.1 to terminate the RFP process prior to entering into the Design-Build Agreement with a Proponent, the Authority will pay to the Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above, the lesser of:

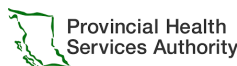
- a) \$2,500,000 (inclusive of any taxes payable); and
- b) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Authority exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 9.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 9.6, the Authority will consider the potential value of obtaining the licence to the Authority of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 7.9. Accordingly, the Authority may, in its discretion, offer to pay up to \$2,500,000 (inclusive of any taxes payable) to a Proponent that is not otherwise entitled to payment under this Section 9.6 on conditions established by the Authority, in its discretion. The conditions may include the Authority reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Authority granting licence rights to the Authority. Such offer and resulting arrangements will not be governed by this RFP.

9.7 Debriefs

The Authority will, following Contract Execution, upon request from a Proponent within 60 days of Contract Execution, conduct a debriefing for that Proponent.



10 Conflict of Interest and Relationship Disclosure

10.1 Reservation of Rights to Disqualify

The Authority reserves the right to disqualify any Proponent that in the Authority's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority.

10.2 Relationship Disclosure

Each Proponent, including each member of the Proponent Team, should fully disclose all relationships they may have with the Authority, any Restricted Party, or any other person providing advice or services to the Authority with respect to the Project or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage:

- a) by submission of completed Relationship Disclosure Forms with its Proposal; and
- b) at any time during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Authority or the Conflict of Interest Adjudicator (the "**COI Adjudicator**") may require in its discretion in connection with the consideration of the disclosed relationship and proposed measures.

10.3 Use or Inclusion of Restricted Parties

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



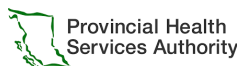
- a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Selection Process; or
- b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party, or includes any Restricted Party in the Proponent Team.

10.4 Current Restricted Parties

At this RFP stage, and without limiting the definition of Restricted Parties, the Authority has identified the following persons as Restricted Parties, including their former and current employees who fall within the definition of Restricted Party

- a) Boughton Law Corporation;
- b) Innovative Legal Solutions LLP;
- c) Norton Rose Fulbright Canada LLP;
- d) PricewaterhouseCoopers LLP;
- e) SSA Quantity Surveyors Ltd.;
- f) Thinkspace Architecture Planning Interior Design Ltd. and their sub-consultants, including;
 - (1) Aplin & Martin Consultants Ltd.;
 - (2) CWMM Consulting Engineers Ltd.;
 - (3) Celerity Engineering Ltd.;
 - (4) Inform Planning;
 - (5) KJA Consultants Inc.;
 - (6) RWDI Air Inc.;
 - (7) Van Der Zalm + Associates;
 - (8) WSP Canada Inc.; and



- g) The Authority, Provincial Health Services Authority/BC Cancer, and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

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

10.5 Conflict of Interest Adjudicator

The Authority has appointed the COI Adjudicator to provide decisions on conflicts of interest, unfair advantage or exclusivity issues, including whether any person is a Restricted Party. The Authority may, at its discretion, refer matters to the COI Adjudicator.

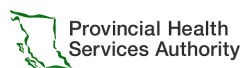
10.6 Request for Advance Decision

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, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than ten Business Days prior to the Submission Time for Technical Submissions, by email, the following information:

- a) names and contact information of the Proponent and the person for which the advance opinion is requested;
- b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- d) copies of any relevant documentation.

The Authority may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Authority refers the request to the COI Adjudicator, the Authority may make its own submission to the COI Adjudicator.

If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.



10.7 The Authority May Request Advance Decisions

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 10.6.

10.8 Decisions Final and Binding

The decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team members and the Authority. The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

The Authority may provide any decision by the Authority or the COI Adjudicator regarding conflicts of interest to all Proponents if the Authority, in its discretion, determines that the decision is of general application.

10.9 Shared Use

A Shared Use Person is a person identified by the Authority as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Authority considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent.

No Shared Use Persons have been identified for this Project.

10.10 Exclusivity

Unless permitted by the Authority in its discretion or permitted as a Shared Use Person, each Proponent will ensure that no member of its Proponent Team, or any Affiliated

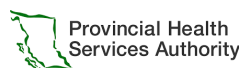


Person of any member of its Proponent Team, participates as a member of any other Proponent Team.

If a Proponent contravenes the foregoing, the Authority reserves the right to disqualify the Proponent or may permit the Proponent to continue and impose such conditions as may be required by the Authority. Each Proponent is responsible, and bears the onus, to ensure that the Proponent, its Proponent Team members and their respective Affiliated Persons do not contravene the foregoing.

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:

- a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions by email, the following information:
 1. names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
 2. a description of the relationship that raises the possibility of non-exclusivity;
 3. a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
 4. copies of any relevant documentation.
- b) The Authority may require additional information or documentation to demonstrate to the satisfaction of the Authority in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Authority in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.



10.10.1 Exclusivity – the Authority May Request Advance Decisions

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a matter related to exclusivity. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority will give notice to the Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 10.10.

10.10.2 Exclusivity – Decisions Final and Binding

The decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team members and the Authority. The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.

The Authority may provide any decision by the Authority or the COI Adjudicator regarding matters related to exclusivity to all Proponents if the Authority, in its discretion, determines that the decision is of general application.



11 RFP Terms and Conditions

11.1 No Obligation to Proceed

This RFP does not commit the Authority to select a Preferred Proponent or enter into any of the Agreements, and the Authority reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

11.2 No Contract

Other than to the extent provided in the Participation Agreement, this RFP is not a contract between the Authority and any Proponent, nor is this RFP an offer or 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, unless the Authority and the Preferred Proponent execute and deliver one or more of the Agreements, and then only to the extent expressly set out in the applicable Agreement.

11.3 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, the Authority are subject to the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”) and other applicable legislation.

By submitting a Proposal, the Proponent represents and warrants to the Authority that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Authority and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

11.4 Cost of Preparing the Proposal

Subject to Section 9.6, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

11.5 Confidentiality of Information

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed



without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Authority has engaged Infrastructure BC. Infrastructure BC has been, and continues to be, involved in other projects, and the Authority may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Sections 2.4 and 7.6, the Authority may, in its discretion, disclose information that is available from the Project to Infrastructure BC and other projects, and may obtain information from other projects.

11.6 General Reservation of Rights

The Authority reserves the right, in its discretion, to:

- a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- b) accept or reject any Proposal based on the Authority’s evaluation of the Proposals in accordance with Appendix A, and in particular the Authority is not obliged to select the Proposal with the lowest Nominal Cost of the Proposal;
- c) reject a Proposal that fails to meet the Mandatory Requirements;
- d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements (but subject to the Authority’s right with respect to the Price Ceiling requirement as set out in Section 8.1), and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of



its team members subject to any payment required pursuant to Section 9.6;

- f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- g) make any changes to the terms of the business opportunity described in this RFP;
- h) negotiate any aspects of a Preferred Proponent's Proposal; and
- i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

11.7 No Collusion

Proponents and Proponent Team members, their employees and representatives involved with the Proposal, 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 of such other Proponent) regarding the preparation, content or representation of their Proposals.

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

11.8 No Lobbying

Proponents, Proponent Team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. 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 Government of British Columbia (including any Minister or Deputy Minister, 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.

In the event of any lobbying or communication in contravention of this Section, the Authority in its 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 partial compensation as set out in Section 9.6.

11.9 Ownership of Proposals

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.

11.10 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 publicly disclose the following information during this stage of the Competitive Selection Process:

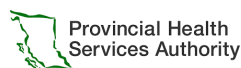
- a) the RFP;
- b) the number of Proponents; and
- c) the names of Proponents.

Following Contract Execution, the Authority expects to publicly disclose:

- d) the Fairness Reviewer's report; and
- e) the final Design-Build Agreement excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

- f) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public,



must be coordinated with, and is subject to prior written approval of, the Authority;

- g) it will notify the Authority of any and all requests for information or interviews received from the media; and
- h) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP.

11.11 Fairness Reviewer

The Authority has appointed Jeffrey Hand of Innovative Legal Solutions LLP (the “**Fairness Reviewer**”) to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Authority that the Authority will make public.

The Fairness Reviewer will be:

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

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

11.12 Legal Advisor

Norton Rose Fulbright Canada LLP is a Restricted Party. By submitting a Proposal, the Proponent, and each member of a Proponent Team, expressly consents to Norton Rose Fulbright Canada LLP continuing to represent the Authority for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent, despite any information of the Proponent, or any member of a Proponent Team or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any member of a Proponent Team or any of their respective related parties, may have had, or may have, with Norton Rose Fulbright Canada LLP in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponents’, or relevant member of a Proponent Team’s, rights of confidentiality or solicitor-client



privilege. The Authority reserves the right at any time to waive any provision of this Section.

11.13 Limitation of Damages

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- a) agrees not to bring any Claim against the Authority or any of its employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
 1. if the Authority accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
 2. 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 this RFP or both) or the Authority exercises any rights under this RFP; and

- b) waives any and 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:
 1. if the Authority accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
 2. 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 this RFP or both) or the Authority exercises any rights under this RFP.

This Section does not limit the Authority's obligation to make payment under Section 9.6, but in no event will the Authority's liability exceed the amount calculated pursuant to Section 9.6.



12 Definitions and Interpretations

12.1 Definitions

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Design-Build Agreement.

“**Acceptable Equivalent**” has the meaning set out in Section 7.15.

“**Accommodation Schedule**” refers to the file named as such in the Data Room.

“**Addenda**” or “**Addendum**” means an addendum to this RFP issued by the Contact Person as described in Section 7.8.

“**Additional Key Individuals**” has the meaning set out in Section 4.

“**Affiliated Persons**”, or affiliated persons, or persons affiliated with each other, are:
a) a corporation and

1. a person by whom the corporation is controlled,
2. each member of an affiliated group of persons by which the corporation is controlled, and
3. a spouse or common-law partner of a person described in subparagraph (1) or (2);

b) two corporations, if

1. each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
2. one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
3. each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;



- c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
- d) a partnership and a majority-interest partner of the partnership;
- e) two partnerships, if
 - 1. the same person is a majority-interest partner of both partnerships,
 - 2. a majority-interest partner of one partnership is affiliated with each member of a majority-interest group of partners of the other partnership, or
 - 3. each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
- f) a person and a trust, if the person
 - 1. is a majority-interest beneficiary of the trust, or
 - 2. would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and
- g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
 - 1. a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
 - 2. a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority-interest group of beneficiaries of the other trust, or
 - 3. each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

“Agreements” has the meaning set out in Section 2.1.



“Authority” means the Interior Health Authority.

“Authority’s Representatives” has the meaning set out in Section 2.4.

“Breakdown of Contract Price” means the form in which Proponents are to provide the Authority costing of the Project and the calculation of the Nominal Cost of the Proposal as set out in Section 4 and Appendix B.

“Business Day(s)” means a standard day for conducting business, excluding government holidays and weekends.

“Business-to-Business Networking Sessions” has the meaning set out in Section 2.4.

“City” means the City of Kamloops.

“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.

“Clinical and Cancer Care Lead/Planner” means the individual responsible for leading the clinical and cancer care planning during the procurement, design, and construction phases of the Facility.

“Collaborative Meetings” has the meaning set out in Section 2.4.

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** means the person described in Section 10.5.

“Contact Person” means the person identified as such in the Summary of Key Information.

“Contract Execution” means the time when the Agreements have been executed and delivered and all conditions to the effectiveness of the Design-Build Agreement have been satisfied.

“Construction Management Agreement” has the meaning set out in Section 2.1.



“**Data Room**” has the meaning set out in Section 2.8.

“**Design-Build Agreement**” has the meaning set out in Section 2.1.

“**Design-Build Clinical and Cancer Care Lead/Planner**” means the individual responsible for leading the clinical and cancer care planning during the procurement, design, and construction phases of the Facility.

“**Design-Build Construction Manager**” means the individual responsible for leading the construction of the Facility, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Build Design Manager**” means the Design-Builder’s representative in charge of oversight of the design-build design team for the Facility, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Build Director**” means the individual who represents the Design-Builder and has overall responsibility to design and build the Facility, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

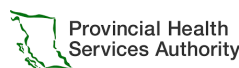
“**Design-Builder**” means the entity that enters into the Design-Build Agreement with the Authority and who has direct responsibility to design and build the Facility, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Builder’s Constructor**” has the meaning set out in Section 2.1.

“**Design-Build Equipment Lead**” means the individual responsible for leading the equipment planning and procurement for the Facility.

“**Design-Build Electrical and IM/IT Lead**” means the individual responsible for leading the electrical and IM/IT design, procurement, commissioning, and integration for the Facility.

“**Design-Build Lead Architect**” means the individual responsible for leading the design of the Facility, as identified in the Proponent’s RFP Response and as may have been changed pursuant to the RFP or as may be changed pursuant to this RFP.



“Design-Build Mechanical Lead” means the individual responsible for leading the mechanical design, procurement, commissioning, and integration for the Facility.

“Design Firm” means the firm engaged by the Design-Builder to design the Facility and separately engaged by the Authority to design the RIH Upgrades, as described in the Respondent’s Response and as may be changed pursuant to this RFP.

“Design-Services Agreement” has the meaning set out in Section 2.1.

“EIDA” has the meaning set out in Section 2.1.

“Enquiry” has the meaning set out in Section 7.6.

“Facility” has the meaning set out in Section 1.1.

“Fairness Reviewer” has the meaning set out in Section 11.11.

“Final Draft Agreements” has the meaning set out in Section 2.6.

“Final Draft EIDA” has the meaning set out in Section 2.7.

“Financial Submission” has the meaning set out in Appendix B.

“Freedom of Information and Protection of Privacy Act” or **“FOIPPA”** means the Freedom of Information and Protection of Privacy Act (British Columbia).

“GST” means Goods and Services Tax.

“Guarantor” means an entity providing financial and/or performance support to the Design-Builder by way of a guarantee or a commitment to provide a parent company guarantee or other proposed credit support in relation to the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Indicative Design” has the meaning set out in Section 3.8.

“Infrastructure BC” means Infrastructure BC Inc.

“Initial Draft Agreements” has the meaning set out in Section 2.6.

“Initial Draft EIDA” has the meaning set out in Section 2.7.



“Intellectual Property Rights” has the meaning set out in Section 7.9.

“Key Individual(s)” of a Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent), as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

- a) Design-Build Director;
- b) Design-Build Design Manager;
- c) Design-Build Lead Architect;
- d) Design-Build Construction Manager;
- e) RIH Upgrades Design Lead; and
- f) RIH Upgrades Construction Manager.

Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual. **“Mandatory Requirements”** means the proposal requirements described in Section 8.1.

“Nominal Cost of the DBA Scope” means the nominal sum of the values identified as such in Form A1 - Breakdown of Price.

“Nominal Cost of the Proposal” means the nominal sum of the values identified as such in Form A1 - Breakdown of Price.

“Notice of Continued Status” has the meaning set out in Section 4.

“Participation Agreement” has the meaning set out in Section 6.1.

“Preferred Proponent” means the Proponent selected by the Authority pursuant to this RFP to finalize the Design-Build Agreement.

“Preferred Proponent Security Deposit” means an irrevocable letter of credit in the amount of \$200,000 in the form set out in Appendix B or in such other form acceptable to the Authority in its discretion.

“Price Ceiling” has the meaning set out in Section 5.1.



“Project” has the meaning set out in Section 1.1.

“Proponent” means one of the design-builders identified in Section 1.2.

“Proponent Team” means a Design-Builder, its Design Firm, its Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Proponent’s Contact Representative” means, for a Proponent, the person who under the RFQ for such Proponent was the “Respondent’s Representative” (as such term is used in the RFQ), as such person may be changed from time to time by the Proponent by written notice to the Authority, and who is fully authorized to represent the Proponent in any and all matters related to this RFP.

“Proposal” means a proposal submitted in response to this RFP.

“Proposal Requirements” means the requirements described in Appendix B.

“Proposal Validity Period” has the meaning set out in Section 7.13.

“Relationship Disclosure Form” means a form substantially as set out in Appendix D or as otherwise acceptable to the Authority.

“Request for Proposals” or **“RFP”** means this request for proposals including all appendices, as may be amended by Addenda.

“Request for Qualifications” or **“RFQ”** has the meaning set out in Section 1.2.

“Restricted Party” means those persons (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 confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

“RFP Proposal Price Forms” refers to the file named as such in the Data Room.

“RIH” means the Royal Inland Hospital.

“RIH Upgrades” has the meaning set out in Section 1.1.



“RIH Upgrades Construction Manager” means the individual responsible for managing the construction of the RIH Upgrades, as described in the Respondent’s Response and as may be changed pursuant to this RFP.

“RIH Upgrades Design Lead” means the individual responsible for leading the design of the RIH Upgrades pursuant to the Design-Services Agreement, as described in the Respondent’s Response and as may be changed pursuant to this RFP.

“RIH Upgrades Design Integration Manager” means the individual responsible for overseeing the design development phase, integrating design and construction activities, and ensuring the constructability of the design as it is developed.

“Scope Ladder” has the meaning set out in Section 5.3.

“Scored Elements” has the meaning set out in Appendix A.

“Scored Elements Adjustment” has the meaning set out in Appendix A.

“Shared Use Person” has the meaning set out in Section 10.9.

“Statement of Requirements” means the functional requirements and specifications for the design and construction of the Facility as set out in the Design-Build Agreement, including Schedule 1 [Statement of Requirements].

“Submission Location” means the submission location identified as such in the Summary of Key Information.

“Submission Time for Additional Key Individuals” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 1” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 2” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 3” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Financial Submissions” means the date and time identified as such in the Summary of Key Information.



“Submission Time for Technical Submissions” means the date and time identified as such in the Summary of Key Information.

“Summary of Key Information” refers to the Section titled as such.

“Underrepresented Groups” means any one of the following: women, persons with disabilities, visible minorities, LGBTQ2S+ (Lesbian, Gay, Bisexual, Transgender, Queer, Two Spirit and additional sexual orientations and gender identities) and youth ages 16 to 24.

“Technical Submission” has the meaning set out in Appendix B.

“Third Party Intellectual Property Rights” means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

12.2 Interpretation

In this RFP, except to the extent the context or the express provisions of this RFP otherwise require:

- a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Authority, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of the Authority;
- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) a reference to a Section or Appendix is a reference to a Section of, or Appendix to, this RFP;
- d) words, including “they”, “them” and “their”, which may impute the plural include the singular and vice versa;
- e) words which may impute gender are interpreted as gender neutral;
- f) the word “including” when used in this RFP is not to be read as limiting;
- g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company,



association, unincorporated organization, union or government authority;

- h) all time references are to the 24-hour time clock system unless otherwise indicated;
- i) all dollar values are Canadian dollars unless otherwise indicated; and
- j) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

This RFP may be subject to the terms of one or more trade agreements.



APPENDIX A Evaluation of Proposals

The Authority will evaluate the Proposals in accordance with this Appendix A.

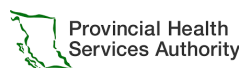
Part 1. Technical Submissions

Subject to the terms of this RFP, including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Authority will evaluate each Technical Submission to determine whether the Authority is satisfied that the Technical Submission substantially meets the following requirements:

- a) the provisions of this RFP, including the requirements set out in:
 - 1. Appendix B of this RFP; and
 - 2. the Final Draft Agreements.
- b) demonstration that the Proponent has a good understanding of the Project and the obligations of the Design-Builder under the Design-Build Agreement, the obligations of the Design Firm under the Design-Services Agreement, and the obligations of the Constructor under the Construction Management Agreement; and
- c) demonstration that the Proponent is capable of:
 - 1. performing the obligations and responsibilities of the Design-Builder, the Design Firm and the Design-Builder Constructor; and
 - 2. delivering the Project in accordance with the Design-Build Agreement, the Construction Management Agreement, and the Design-Services agreement.

If the Authority is not satisfied that the Technical Submission substantially meets the above requirements, the Authority may reject the Proposal and not evaluate it further.

The Authority will also evaluate and score each Technical Submission against the criteria described in Table 5 of this Appendix A. Table 5 describes these criteria and indicates the maximum points available for each criterion and the weighting of each sub-criterion where applicable. Where weightings are not indicated, sub-criterion will be weighted equally.



Points will be awarded for how effectively the Proposal responds to the design requirements set out in Schedule 1 [Statement of Requirements] of the Design-Build Agreement in a manner consistent with the evaluation considerations described in Table 5. There are no Scored Elements related to the Construction Management Agreement or the Design-Services Agreement.

TABLE 5: DESIGN SCORED ELEMENTS

Table 5 – Scored Elements Evaluation Criteria and Weighting														
Related Section in Appendix B	Criteria	Points												
4.1	Travel Distance and Corridor Efficiency	20												
	<p>Travel Distance and Corridor Efficiency will be applied to the following Travel Routes described below and will be scored</p> <table border="1"> <thead> <tr> <th colspan="2">Elements</th> </tr> <tr> <th>Travel Route</th> <th>Points Available</th> </tr> </thead> <tbody> <tr> <td>Nearest Exit from Parkade to Main Reception/Registration (A-07)</td> <td>3</td> </tr> <tr> <td>Farthest Change Room, Patient (D-05 and D-06) or Change Room, Patient, Bariatric (D-07) or Washroom, Patient, Bariatric (D-09) or Washroom, Patient (D-10) to farthest Radiation Treatment Bunker (D-15)</td> <td>3</td> </tr> <tr> <td>Care Team Station (D-16) to Imaging Room, CT Simulation (C-07)</td> <td>3</td> </tr> <tr> <td>Care Team Station (D-16) to Stretcher Bay (D-17)</td> <td>3</td> </tr> </tbody> </table>	Elements		Travel Route	Points Available	Nearest Exit from Parkade to Main Reception/Registration (A-07)	3	Farthest Change Room, Patient (D-05 and D-06) or Change Room, Patient, Bariatric (D-07) or Washroom, Patient, Bariatric (D-09) or Washroom, Patient (D-10) to farthest Radiation Treatment Bunker (D-15)	3	Care Team Station (D-16) to Imaging Room, CT Simulation (C-07)	3	Care Team Station (D-16) to Stretcher Bay (D-17)	3	
Elements														
Travel Route	Points Available													
Nearest Exit from Parkade to Main Reception/Registration (A-07)	3													
Farthest Change Room, Patient (D-05 and D-06) or Change Room, Patient, Bariatric (D-07) or Washroom, Patient, Bariatric (D-09) or Washroom, Patient (D-10) to farthest Radiation Treatment Bunker (D-15)	3													
Care Team Station (D-16) to Imaging Room, CT Simulation (C-07)	3													
Care Team Station (D-16) to Stretcher Bay (D-17)	3													

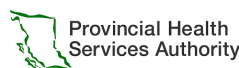


Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	Workroom, MDT (B-03) to farthest Exam Room (B-07) or Exam Room, AIR (B-08) or, Exam Room, AIR, Bariatric (B-09)	3
	Main Reception/Registration (A-07) to Sacred Space (A-10)	2
	From Electronics Shop – RTST (C-15) to farthest Radiation Treatment Bunker (D-15)	1
	From Electronics Shop - RTST (C-15) to Imaging Room, CT Simulation (C-07)	1
	From Imaging Room, CT Simulation (C-07) to Consult Room (D-11)	1
4.2	Standardization	10
	<p>Standardization will be applied to the following rooms, bays and support areas as defined in Appendix 1A Clinical Specifications and Functional Space Requirements of the Design-Build Agreement and will be scored:</p> <p>Patient Areas (8 points)</p> <ul style="list-style-type: none"> • Anteroom, AIR (B-11) • Consult Room (B-06) • Control Room, RT Bunker (D-14) • Stretcher Bay (B-12) • Exam Room (B-07) • Radiation Treatment Bunker (D-15) 	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> • Washroom, Patient (B-28) <p>Non-Patient Areas (2 points)</p> <ul style="list-style-type: none"> • Office, Private (B-24) • Office, Shared (B-25) <p>Elements to be Standardized in Patient Areas:</p> <ul style="list-style-type: none"> • Millwork, System Furniture, Furniture, Fixtures, Furnishings, and Equipment placement and functionality; • Door locations and Access Control; • Mechanical, Electrical, and IMIT Systems; and • Hand Hygiene Sink locations. <p>Elements to be Standardized in Non-Patient Areas:</p> <ul style="list-style-type: none"> • Millwork, System Furniture, Furniture, Fixtures, Furnishings, and Equipment placement and functionality; • Door locations and Access Control; and • Hand Hygiene Sink locations. 	
4.3	Line of Sight	10
	<p>Definition:</p> <p>Direct line-of-sight: A clear, unobstructed view from an origin point to a destination point, without the use of cameras or visibility aid (e.g. mirrors).</p> <p>A maximum of two chair locations can be used per origin point space for line-of-sight evaluation purposes.</p> <p>The purpose is to provide direct line-of-sight from Main Reception/Registration (A-07) to the following: (4 points)</p> <ul style="list-style-type: none"> • Vestibule, Main Entrance (A-01), • Waiting Area, Main (A-03), 	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> • Sacred Space (A-10), and • Access point leading to the Public Elevator Lobby to enable staff to monitor those entering and leaving the space. <p>OACU Reception (B-02) to OACU Waiting Area (B-01). (1 point)</p> <p>Workroom, MDT (B-03) to Exam Room, AIR (B-08) and Exam Room, AIR, Bariatric (B-09). (2 points)</p> <p>Alcove, Observation (B-13) to Stretcher Bay (B-12). (1 point)</p> <p>Care Team Station (D-16) to Stretcher Bay (D-17). (1 point)</p> <p>Care Team Station (D-16) to Exam Room (D-18) and Exam Room, AIR (B-19). (1 point)</p>	
4.4	Natural Light	5
	<p>Access and quality of natural light.</p> <p>Owner’s objectives:</p> <ul style="list-style-type: none"> • Windows, openings and shading devices are designed to minimize glare, maximize thermal comfort and provide unobstructed views of the natural surroundings, and • Design of the space optimizes the utilization of the daylight from the window or opening through the room configuration, placement of equipment and furniture and structural elements. <p>Access and quality of Direct Natural Light</p> <ul style="list-style-type: none"> • Provide quality direct natural daylight to the spaces that are indicated as 'Daylight Preferred' in addition to spaces that are indicated as 'Daylight 	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	Required' in the Architectural Space Requirements Table in Appendix 1A Clinical Specifications and Functional Space Requirements.	
4.5	Separation of Flows	15
	<p>Separation and efficiency of flows: public, patients and materials will be scored.</p> <p>Authority's objectives:</p> <ul style="list-style-type: none"> • No General or Public Circulation Pathway (Front-of-House) shall cross a Restricted or Non-Public Circulation Pathway (Back-of-House). • Separation of flows in the circulation system between public, patient and materials distribution is a desired outcome. • Separation of Traffic: Provide distinct separation of traffic types, with passenger elevators for public and service elevator for patient transfers, staff, and materials and logistic traffic. <p>Definitions:</p> <p>Circulation Pathway: A travel path a person would take using corridors and/or elevators connecting two locations.</p> <p>General or Public Circulation Pathway (Front-of-House): A Public Pathway is an interdepartmental corridor travel route connecting the public concourse to other public spaces. Public Pathways can include elevators. Example; OACU Reception (B-02) to OACU Waiting Area - OACU (B-01).</p> <p>Restricted or Non-Public Circulation Pathways (Back-of-House): A Restricted or Non-Public Pathway is an interdepartmental corridor travel route connecting departments to separate service, patient transfers, staff, and materials and logistics. Non-Public Pathways can include elevators. Example; Soiled Utility Room (G-24) to Central Soiled Holding (F-10).</p> <p>Crossing: A Crossing occurs when a Public Pathway (Front-of-House) physically crosses a Patient/Service Pathway (Back-of-House).</p> <p>Interdepartmental: A corridor that is not inside a department.</p>	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
4.6	Interior Design	20
	<p>The following statements will be applied to the designated spaces described below and will be scored.</p> <p>Interior design features will provide natural, healing and calming environments and should feature Indigenous Cultural and Safety elements in sections below.</p> <p>CONCEPT & VISION:</p> <p>Reflects the values of the Project which include:</p> <ul style="list-style-type: none"> • Individual design themes for each component area that all work cohesively as part of the overall design concept. • Incorporates person-friendly and elder-friendly design concepts to improve the user experience. <p>ARTWORK & WAYFINDING:</p> <ul style="list-style-type: none"> • Locations for art and donor recognition items are thoughtfully incorporated throughout the Facility, both internally and externally. • Interior design and wayfinding concepts are well integrated and coordinate with the Facility design and architectural elements. • Wayfinding concepts incorporate connections with the natural environment. • Signage and wayfinding concepts through the progressive disclosure methodology. <p>SCALE:</p> <ul style="list-style-type: none"> • The interior has a human scale and feels welcoming to staff, patients and visitors. <p>MATERIALS, COLOUR & TEXTURE:</p> <ul style="list-style-type: none"> • Environmental wall graphics and other thematic décor are complementary with a range of themes and colours; 	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> • Materials and detailing are high quality, durable, efficiently cleaned and appropriate for the healthcare environment and infection prevention and control. • Additional use of wood or wood-appearance materials over the minimum Wood First requirements. <p>REGIONAL CONTEXT:</p> <ul style="list-style-type: none"> • Design components which represent the First Nations people, their artwork, and artifacts of the area are integrated into the overall design. <p>DESIGNATED SPACES:</p> <ul style="list-style-type: none"> • All Waiting Areas; • Staff Room (E-16); • Workroom, MDT (B-03), Main Reception/Registration (A-07) and Care Team Station (D-16); • Meeting Rooms (E-12 and E-13); • Sacred Space (A-10); • Interiors of Public Elevators; • Public Elevator lobbies; and • Public Corridors. 	
4.7	Exterior Wayfinding, Building Access and Site Efficiency	20
	<p>Wayfinding and Ease of access to the following described below will be scored</p> <ul style="list-style-type: none"> • Entrances are obvious and logically positioned in relation to likely points of arrival on site; parkade and drop-off area(s). • Pedestrian access routes are obvious, pleasant, well lit, safe and suitable for wheelchair users and people with other disabilities / impaired sight. 	



Table 5 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> • Outdoor spaces are provided with appropriate and safe lighting indicating paths, ramps and steps. • Clear concept of way finding and signage for the Facility. <p>Site parking and vehicular flows to the following described below will be scored</p> <ul style="list-style-type: none"> • The Facility responds to the existing topography of RIH Campus to minimize slopes on vehicular ramps; • The Facility entrances and major circulation systems are clearly understandable from the drivers' perspective and can be easily understood and negotiated safely; • Vehicle flow from the pick-up/drop-off area to access the Parkade or remainder of RIH Campus; • There is good access from available public transport including any on-site roads; • The design of the vehicular and pedestrian permeation includes pedestrian-oriented walkway connections to the remainder of the RIH Campus; and • Separation flow from General or Public Circulation Pathway (Front-of-House) shall cross a Restricted or Non-Public Circulation Pathway (Back-of-House). <p>Overall exterior building exterior design</p> <ul style="list-style-type: none"> • The Facility considers the micro-climatic effects such as wind tunnels arising from the location and configuration of parking, walkways and buildings; • The design takes advantage of available sunlight and views; • The exterior design provides for maximum shelter from elements like wind, rain, sun, and snow; 	

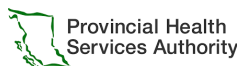


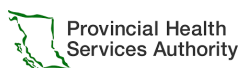
Table 5 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> The Facility exterior is articulated to create an architecturally interesting and refined structure that ties into the RIH Campus and regional aesthetic. Design emphasizes the modular requirements of the program in the massing and materials to achieve articulation, visual interest, and human scale. The external materials, colours and textures are appropriate, attractive and reflect the character of region; and The Facility is sensitive to neighbours and passers-by by controlling light pollution and glare. 	
	Total Points	100

The Technical Proposal will be scored and awarded points based on the level of achievement of the criteria in Table 5, based on information provided in the Technical Submissions as described in Appendix B, Proposal Requirements. Each point awarded above 30 points and up to 90 total points will contribute to the calculation of the Adjusted Nominal Cost of the Proposal.

Part 2. Financial Submission

Subject to the terms of this RFP including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Authority will evaluate each Financial Submission to determine whether the Authority is satisfied that the Financial Submission substantially meets the following requirements:

- a) the Proponent has the financial capacity to meet the obligations of the Facility to cover liabilities not covered by insurance and bonding;
- b) the Proponent has confirmation of a bonding undertaking for a performance bond and a labour and materials payment bond, each in the amount of 50 per cent of the Nominal Cost of the DBA Scope;
- c) For each member of the Design-Builder team that is not proposed to be guaranteed by a Design-Builder Guarantor:



1. Copies of annual audited financial statements, the audit letters, and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided);
 2. If available, copies of the interim financial statements for the last quarter or, if produced semi-annually the last half year, since the last annual audited financial statement provided in i) or, if not available, an explanation as to why;
 3. Details of any material off-balance sheet financing arrangements currently in place or, if none, a confirmation as such;
 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided or, if none, a confirmation as such;
 5. Details of any credit rating, including any downgrades of credit rating in the last 36 months, or if none, a confirmation as such; and
 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last 36 months, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Design-Builder's or the Design-Builder guarantor's (if any) ability to perform its obligations in relation to the Project or, if none, a confirmation as such.
- d) For each member of the Design-Builder whose performance is proposed to be guaranteed by a Design-Builder Guarantor:
1. Evidence, in the form of a signed letter from a senior officer of the Design-Builder Guarantor, of the Design-Builder Guarantor's willingness to act as a Design-Builder Guarantor; and a description of such guarantee; and
 2. Items b)(i) to b)(vi) above for the Design-Builder Guarantor; and
- e) in accordance with Section 5.1 of the RFP, the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Price Ceiling;



- f) each Proponent should indicate whether any Scope Ladder items were used to ensure the Nominal Cost of the Proposal is below the Price Ceiling. Proponents proposing reductions in the Statement of Requirements must do so in accordance with Sections 5.3 and 8.2;
- g) the provisions of this RFP, including the requirements set out in:
 - 1. Appendix B of this RFP;
 - 2. the Final Draft Design-Build Agreement;
 - 3. the Final Draft Construction Management Agreement; and
 - 4. the Final Draft Design-Services Agreement.

If the Authority is not satisfied that the Financial Submission substantially meets the above requirements, the Authority may reject the Proposal and not evaluate it further.

Part 3. Ranking Process

Proposals that have not been rejected will be ranked according to the following process:

STEP 1: HIGHEST ON SCOPE LADDER

Each Proposal will be examined to identify the extent to which, if at all, Scope Ladder items, as described in Section 5.3 of this RFP, have been used to achieve the affordability requirements. The Proposals will then be ranked in accordance with the Proponent's use of Scope Ladder items, with the Proposal using the least Scope Ladder items being ranked the highest, and the Proposal using the most Scope Ladder items being ranked the lowest.

If a Proponent has made use of Scope Ladder items out of the order described in Section 5.3 (i.e., has used an item in a tier before using all of the items in one or more lower numbered tiers), the Proponent will be deemed to be using all Scope Ladder items in the lower numbered tier(s) even if these items are otherwise included in the Proponent's Proposal. For example, if a Proponent has used a Scope Ladder item in tier 2 without using all Scope Ladder items in tier 1, then the Proponent will be deemed to have used all of the tier 1 items. The Proposals will then be ranked based on their use of Scope Ladder items, with the Proposal using (or deemed to be using) the least number of Scope Ladder items ranked the highest, and the Proposal using (or deemed to be using) the most Scope Ladder items ranked the lowest.



If as a result of the foregoing ranking, both Proposals are ranked highest, those Proposals (and only those Proposals) will be ranked in accordance with Step 2.

STEP 2: ADJUSTED LOWEST NOMINAL COST

The Authority will calculate the Adjusted Nominal Cost of the Proposal by doing the following:

a) Design Scored Elements Adjustment

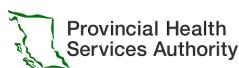
For the purposes of evaluation and ranking only, the Nominal Cost of the Proposal will be adjusted based on:

1. calculating the number of points (including partial points) achieved by the Proposal by which the points achieved by the Proposal exceed 30 points and under 90 points;
2. multiplying that calculated number of points by \$333,000 (the nominal value of a point allocated by the Authority for this purpose); and
3. subtracting the product from the Nominal Cost of the Proposal.

The Proposal which offers the lowest Adjusted Nominal Cost of the Proposal as determined by the Authority will receive the highest ranking and be designated the highest-ranked Proposal.

STEP 3: MOST ADVANTAGEOUS TO THE AUTHORITY

If the Adjusted Nominal Cost of the other Proposal is not more than \$200,000 higher than the Proposal with the lowest Adjusted Nominal Cost of the Proposal, then the Authority will select the Proposal that, in the Authority's discretion, is the most advantageous to the Authority, and such Proposal will be designated as the highest ranked Proposal. The Authority expects that it will have to conclude that there are compelling advantages as compared to the Proposal with the lowest Adjusted Nominal Cost of the Proposal before a Proposal with a higher Adjusted Nominal Cost of the Proposal will be selected.



APPENDIX B Proposal Requirements

Provided as a separate document.



APPENDIX C Proposal Declaration Form

By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 12.1 of this RFP.

[RFP Proponent's Letterhead]

To: Interior Health
4th Floor – 505 Doyle Avenue
Kelowna, BC, V1Y 0C5

Attention: Cam Redl, Contact Person

In consideration of the Authority's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

1. Proposal

- a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- 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 discretion of the Authority, be cause for rejection of its Proposal;
- d) its Proposal is made without collusion or fraud; and
- e) 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 other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member 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 and each Proponent Team member 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 has provided a Proposal that does not exceed the Price Ceiling as defined in the RFP;
- c) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- d) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member 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;
- e) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- f) the Final Draft Design-Build Agreement is in a form acceptable to the Proponent and the Proponent will comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

3. Consent of Proponent Team

- a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.



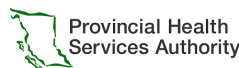
4. The Proponent Team consists of:

Name	Address	Key Individual

PROPONENT’S CONTACT REPRESENTATIVE

Name	Name of Employer
Address	Email Address
Name of Authorized Signatory	Telephone
Signature	

If the Proponent is a joint venture or special purpose entity – this form is to be executed by each of its joint venture members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Authority.



APPENDIX D Relationship Disclosure Form

By executing this Relationship Disclosure Form, the Proponent is making the disclosure on its own behalf and on the behalf of each member of the Proponent Team.

The Proponent declares on its own behalf and on behalf of each member of the Proponent Team that:

- a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent Team, to the best of the knowledge of that member;
- b) the Proponent and the members of the Proponent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- c) the following is a full disclosure of all known relationships the Proponent and each member of the Proponent Team has, or has had, with:
 1. the Authority;
 2. any listed Restricted Party;
 3. any current employees, shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;
 4. any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time for Technical Submissions; and
 5. any other person who, on behalf of the Authority or a listed Restricted Party, has participated or been involved in the Competitive Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Competitive Selection Process.



Name of Proponent Team Member	Name of Party with Relationship (e.g., list Authority, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., <i>Proponent Team member was an advisor to the Restricted Party from 2005-2006</i>)
e.g., Firm Name Ltd.	Infrastructure BC	Firm Name Ltd. is working with Infrastructure BC on Project X.
e.g., John Smith	Authority Name	Employee from 19XX – 20XX

(Each Proponent Team Member to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

NAME OF PROPONENT

Name of Firm – Proponent

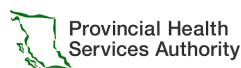
Address

Email Address

Telephone

Name of Authorized Signatory for Proponent

Signature



If the Proponent is a joint venture or special purpose entity – this form is to be executed by each of its joint venture members, as applicable, as identified in the response to the RFQ (and as may have been changed pursuant to this RFP) as the Respondent or the Respondent Team lead(s), or as otherwise acceptable to the Authority.



APPENDIX F Participation Agreement

[Insert Month, Day Year]

Interior Health
4th Floor – 505 Doyle Avenue
Kelowna, BC, V1Y 0C5

Attention: Cam Redl, Contact Person

Dear Sirs/Mesdames:

Re: Kamloops Cancer Centre Project – Participation Agreement in respect of the Request for Proposals issued by (the Authority) on [Insert Month, Day Year], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

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

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:



- a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;
- b) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 11.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP;
- c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP; and
- d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4, and 9.5 of the RFP.

5. **Amendments.** The Proponent acknowledges and agrees that:

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

6. **General.**

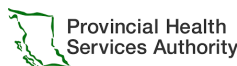
- a) **Capacity to Enter Agreement.** The Proponent hereby represents and warrants that:
 - i) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and



- iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- b) Survival following cancellation of the RFP. Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement.
- c) **Severability.** If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- d) **Enurement.** This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- e) **Applicable Law.** This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- f) **Headings.** The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- g) **Gender and Number.** In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- h) **Including.** The word including when used in this Participation Agreement is not to be read as limiting.

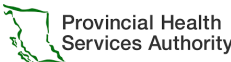
Yours truly,

(Name of Proponent)



Authorized Signatory

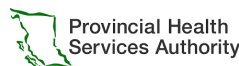
Name of Authorized Signatory
(please print)



SCHEDULE 1

Confidentiality Conditions

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



- c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
 - d) **Receiving Party** means a Proponent or any of its Representatives;
 - e) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, Project team members or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Receiving Party, the Authority or Infrastructure BC in connection with the Project.
2. **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and



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

5. **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.
7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.



APPENDIX G Preferred Proponent Security Deposit

[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by, or confirmed by, a Canadian chartered bank acceptable to the Authority in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]

TO: [Interior Health Authority]
<>
(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO:[Insert Number]

Dear Sirs/Mesdames:

At the request of our client, [Insert text] (the Customer), we hereby issue in your favour our irrevocable letter of credit No. [Insert number] (Letter of Credit) for a sum not exceeding in the aggregate TWO HUNDRED THOUSAND (CDN \$200,000) effective immediately.

This bank will immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$200,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, [Note: insert address of Bank in Vancouver, British Columbia], Canada referencing this irrevocable Letter of Credit No. [Insert number] dated [Insert date].

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- b) (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
- c) (b) the Beneficiary is entitled to draw upon this Letter of Credit.



Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We will honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer. All banking charges are for the account of the Customer.

This Letter of Credit will remain in full force and effect and, unless renewed, will expire at the close of business on [Insert Date].

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 20 Business Days before the expiry date.

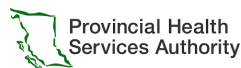
Authorized Signatory

Authorized Signatory



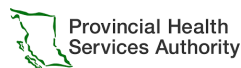
APPENDIX H Construction Insurance Underwriting Questionnaire

Posted in the Data Room



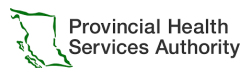
APPENDIX IA Initial Draft Design-Build Agreement

Posted in the Data Room



APPENDIX IB Initial Draft Construction Management Agreement

Posted in the Data Room



APPENDIX IC Initial Draft Design-Services Agreement

Posted in the Data Room



APPENDIX ID Initial Draft EIDA Agreement

Posted in the Data Room



APPENDIX J Enquiry Form

ENQUIRIES

Kamloops Cancer Centre Project

Request Number: _____

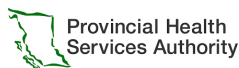
Proponent Team: _____

Date: _____

Do you request this query to be Commercial in Confidence? Yes No

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:



APPENDIX K Bonding Undertaking

Note: Letters of Undertaking must be on Broker letterhead.

Date: [Insert Month, Day Year] No. [Insert number]
To: [Interior Health Authority]
Re: Request for Proposals
[Kamloops Cancer Centre]

We [Insert Name of Surety], a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for [Insert Name of Proponent]. Our client has demonstrated to us in the past an ability to complete its projects in accordance with the conditions of its contracts and we have no hesitation in recommending its services to you.

Our client wishes to submit a Proposal for the captioned Project, which we understand will require a Performance Bond of 50% of the Nominal Cost of the DBA Scope and a Labour and Materials Payment Bond of 50% of the Nominal Cost of the DBA Scope. Based on the information available at this time, and subject to our assessment of the Kamloops Cancer Centre Facility, and our client's work program at the time of submission of its Proposal, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.

(Name of Surety)

Attorney-In-Fact

[NTD: this can be the surety or the broker if authorised to issue bonds on behalf of the surety]"



APPENDIX L Insurance Undertakings – Commercial General Liability

**Print On Letterhead of Duly Authorized Representative of Agent/Broker/
Insurance Company**

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Proponent submitting a Response to the Request for Proposals for the
Kamloops Cancer Centre

[Insert Proponent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company¹]", do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TEN MILLION DOLLARS (\$10,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) annual aggregate for the Kamloops Cancer Centre Facility, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Interior Health Authority.

Dated at _____

This [Insert day] day of [Insert Month], [InsertYear]

SIGNED _____

¹ Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes of insurance. Listings are available at the following links:

- OSFI federal listing of Canadian Property and Casualty Insurance Companies:
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/wwr-er.aspx?sc=2&gc=3&ic=1#WWRLink231>
- OSFI federal listing of Foreign Property and Casualty Insurance Companies:
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/wwr-er.aspx?sc=2&gc=3&ic=2#WWRLink232>
- BC Financial Services Authority https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx



Name and Title of Duly Authorized
Agent/Broker/Insurance Company
Representative

Signature of Duly Authorized
Agent/Broker/Insurance Company
Representative

Name of Firm (Name of
Agency/Brokerage/Insurance
Company)



APPENDIX M Insurance Undertakings – Professional Liability

Print on letterhead of duly authorized representative of agent/broker/ insurance company.

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Proponent submitting a Response to the Request for Proposals for the Kamloops Cancer Centre Project

Kamloops Cancer Centre Project

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company²]", do hereby undertake and agree to provide Professional Liability (Errors & Omissions) Insurance with a policy limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive of any one claim and in the aggregate for the [Insert Project Name] subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Interior Health Authority.

Dated at

This [Insert day] day of [Insert Month], [Insert Year]

SIGNED

Name and Title of Duly Authorized
Agent/Broker/Insurance Company Representative

Signature of Duly Authorized Agent/Broker/Insurance
Company Representative

² Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes of insurance. Listings are available at the following links:

- OSFI federal listing of Canadian Property and Casualty Insurance Companies:
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/www-er.aspx?sc=2&gc=3&ic=1#WWRLink231>
- OSFI federal listing of Foreign Property and Casualty Insurance Companies:
<https://www.osfi-bsif.gc.ca/Eng/wt-ow/Pages/www-er.aspx?sc=2&gc=3&ic=2#WWRLink232>
- BC Financial Services Authority https://www.bcfssa.ca/web_listings/AuthorizedInsuranceCompanies.aspx



Name of Firm (Name of Agency/Brokerage/Insurance Company)



APPENDIX N Collaborative Meeting Structure

A suggested approach for each of the Collaborative Meetings, including example agenda and submission items, is provided below:

a) Collaborative Meeting 1:

1. Commentary on schedule including:
 - i. Critical Path;
 - ii. Site Mobilization Date;
 - iii. Facility Substantial Completion Date;
2. Commentary on affordability and the Nominal Cost of the Proposal including:
 - i. Nominal Cost to design and build the Facility;
 - ii. Nominal Cost of the construction management services for the RIH Upgrades;
 - iii. Nominal Cost of the design services for the RIH Upgrades; and
 - iv. Expensive/problematic specification items;
3. Climate resiliency options and challenges;
4. architectural site plan option(s) with major blocking elements (e.g., housing, programs, central services) showing key circulation, access and adjacencies;
5. any unique architectural features that might be equivalent to specified items but need approval;
6. high level engineering strategies (mechanical, electrical, structural, civil);
7. specific products, services, or areas of interest for the Business-to-Business networking session;
8. commentary on Initial Draft Agreements;

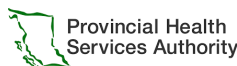


b) Collaborative Meeting 2:

1. Commentary on schedule including:
 - i. Critical Path;
 - ii. Site Mobilization Date;
 - iii. Facility Substantial Completion Date;
2. Commentary on affordability and the Nominal Cost of the Proposal Including:
 - i. Nominal Cost to design and build the Facility;
 - ii. Nominal Cost of the construction management services for the RIH Upgrades;
 - iii. Nominal Cost of the design services for the RIH Upgrades; and
 - iv. Expensive/problematic specification items; and
 - v. Climate resiliency cost estimate related to section 3.15 of the Statement of Requirements;
3. resolution of any issues raised by the Authority in Collaborative Meeting 1;
4. architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces and key adjacencies;
5. civil works;
6. any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.15 for further details);
7. commentary on Initial Draft Agreements;
8. Proponent opinions on areas of the Statement of Requirements that may:



- i. exceed typical industry specifications related to quality and performance for facilities of this type;
 - ii. exceed good industry practices and related standards in relation to redundancy and spare capacity;
 - iii. drive unexpected outcomes and/or costs; or
 - iv. be achieved in a more efficient manner.
- c) Collaborative Meeting 3:
1. Commentary on schedule including:
 - i. Critical Path;
 - ii. Site Mobilization Date;
 - iii. Facility Substantial Completion Date;
 2. Commentary on affordability and the Nominal Cost of the Proposal Including:
 - i. Nominal Cost to design and build the Facility;
 - ii. Nominal Cost of the construction management services for the RIH Upgrades;
 - iii. Nominal Cost of the design services for the RIH Upgrades; and
 - iv. Expensive/problematic specification items
 3. resolution of any issues raised by the Authority in Collaborative Meeting 2;
 4. architectural floor plans to a concept plan level of completion sufficient to illustrate functionality of spaces, travel flows and key adjacencies;
 5. any features or proposed Acceptable Equivalents needing advanced consideration or review including engineering issues (refer to Section 7.15 for further details); and



d) commentary on Initial Draft Agreements. Sample agenda below:

1. proposed design and functionality, including presentation of current design with changes from earlier submission(s) highlighted, and including any Authority feedback received;
2. discuss requirements of the Statement of Requirements, including any that may result in affordability concerns;
3. discuss any outstanding issues, or new issues, on any topic;
4. commentary on the Initial Draft Agreements; and
5. wrap up with Proponent replaying what they heard

