

Request for Qualifications

Burnaby Hospital Phase 2 and BC Cancer Centre

Issued September 29, 2023



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Summary of Key Information

RFQ Title	The title of this RFQ is: Burnaby Hospital Phase 2 and BC Cancer Centre Please use this title in all correspondence.
Contact Person	The Contact Person for this RFQ is: Ariel Lioznyansky Email: Ariel.lioznyansky@infrastructureBC.com Please direct all Enquiries, by email, to the above-named Contact Person. No telephone Enquiries please.
Enquiries	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.
Receipt Confirmation Form	Access to the RFQ Data Room and further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form and Confidentiality Agreement.
Submission Time	The Submission Time is: 11:00 Pacific Time on November 24, 2023
Submission Location	By electronic upload to the Contact Person in accordance with Part 1 of Appendix A.

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1 Introduction

1.1 Purpose of this RFQ

The purpose of this request for qualifications (RFQ) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Burnaby Hospital Phase 2 and BC Cancer Centre (Project). Based on these Responses, Fraser Health Authority (Owner) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Single Target Outturn Cost (Single TOC) Alliance Selection Process, the Request for Proposals (RFP) stage.

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

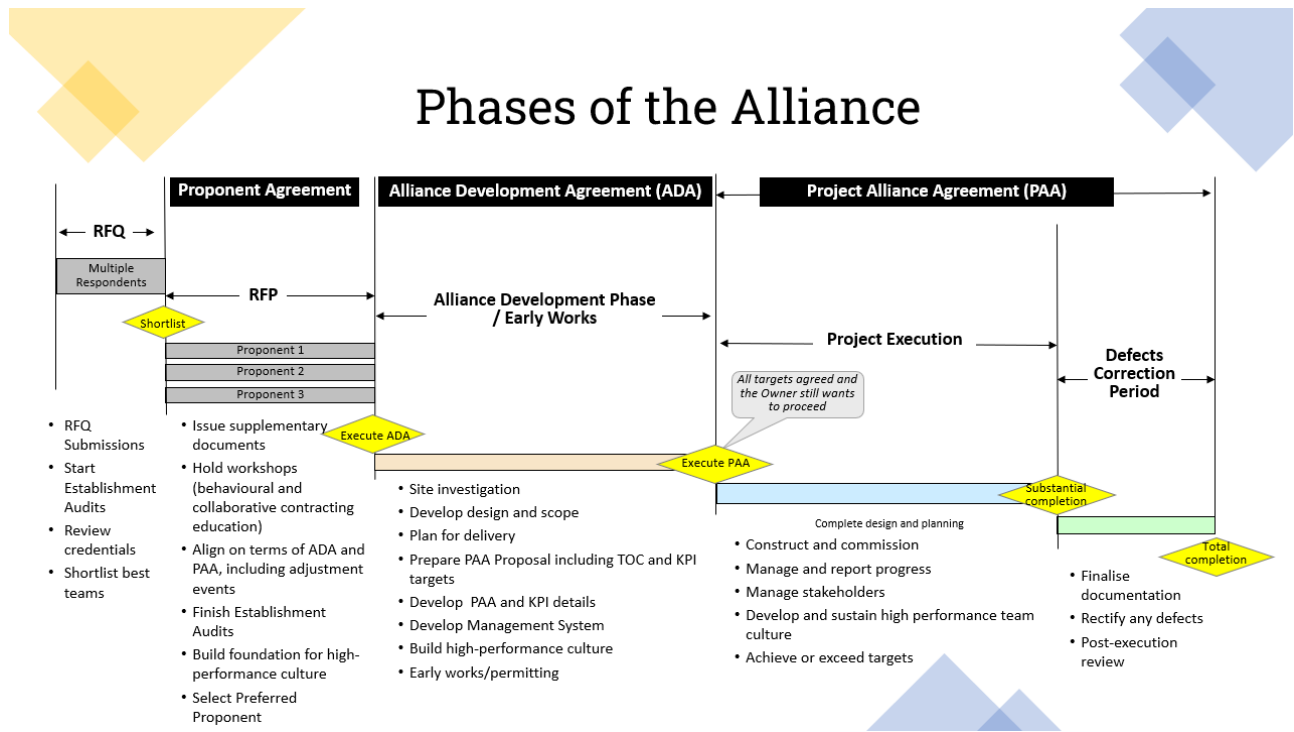
If a capitalized term used in this RFQ is not defined in Section 7, it will be defined in the Section of the RFQ in which it is first used.

1.2 Procurement Process

The Project is being procured using a Single TOC Alliance Selection Process. The Alliance Contract Model is a risk-sharing contract model where owners and non-owner participants collectively share the responsibility to deliver a project as an integrated project team. The Single TOC Alliance Selection Process is comprised of the following phases:

- a) The RFQ phase; and
- b) The RFP phase.

Figure 1: Alliance Procurement



1.3 Administration of this RFQ

Infrastructure BC Inc. (Infrastructure BC) is managing this RFQ and the Single TOC Alliance Selection Process on behalf of the Owner.

1.4 Eligibility

The Respondent will be comprised of the entities that will become Non-Owner Participants (NOPs) who will enter into the Alliance Development Agreement (ADA) and Project Alliance Agreement (PAA) in their own names and not as a joint venture or partnership. The Respondent must include at least two district legal entities, including at least one proposed construction NOP and one proposed design NOP.

1.5 Project Brief

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



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1.6 RFQ Data Room

A restricted access data room with background data relating to the Project (RFQ Data Room) is available. To receive access to the RFQ Data Room and any further information in connection with this RFQ, Respondents are required to fully complete, sign, and return the Receipt Confirmation Form and Confidentiality Agreement attached as Appendix B and Appendix C to the Contact Person.



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2 The Project

Under the Single TOC Alliance Selection Process, the Owner is seeking to enter into a PAA with qualified NOPs. Under the PAA, the Owner and the NOPs will be collectively responsible for designing, building, and commissioning the Project in the City of Burnaby (Burnaby).

2.1 Burnaby Hospital Phase 2 and BC Cancer Centre Project

Burnaby Hospital is situated on the traditional, ancestral, and unceded shared territories of the səliłw̓ ətaʔł (Tseil-Waututh), Skwxwú7mesh (Squamish), and xʷməθkʷəy̓əm (Musqueam) Nations, and home to the North Fraser Métis Association.

Burnaby Hospital is a community-based hospital serving its residents' healthcare needs and neighbouring areas, including the eastern part of Vancouver. One of the largest hospitals outside of Vancouver, the original Burnaby Hospital was constructed over many years (1952-1978) and in phases with subsequent additions, expansions, and renovations.

Over the last quarter century, Burnaby has witnessed significant changes in its demographic profile, evolving from a rural and suburban community to a significant urban centre that is socially, economically, and culturally diverse. Burnaby Hospital has optimized capacity and maximized service delivery without any major investment until now, with the phased redevelopment of the campus in progress.

Phase 1 of the Burnaby Hospital redevelopment, which is underway and excluded from the Project, includes the construction of an 83-bed six-storey pavilion and an expansion to the existing Support Facilities Building, as well as renovations to existing facilities. Phase 1 new build is anticipated to be completed in 2025 to enable the start of the Project's demolition scope of work while the renovations will continue until 2029.

The Project is expected to include:

- ▶ New Build:
 - An inpatient tower with 160 private patient rooms;
 - A Loading Zone;
 - A Medical Imaging Department;
 - A Morgue and Autopsy Department;



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- A BC Cancer Centre;
- Staff Facilities/ Public Spaces/ Equipment Depot / Facilities Maintenance / Education spaces;
- At grade and underground parking;
- ▶ Renovations to existing buildings (including internal demolition):
 - Emergency Department East (Level 3 Support Facilities Building);
 - Emergency Department West (Level 3 Support Facilities Building);
 - Endoscopy Suite (Level 4 Nursing Tower); and
- ▶ Demolition of the West Wing Buildings.

The approved budget for the Project, including scopes of work not anticipated to be delivered by the Project Alliance is approximately \$1.7 billion.

2.2 Project Vision, Goals and Objectives

2.2.1 PROJECT VISION

A welcoming, community-focused campus of care where inspired health care teams deliver exceptional patient and family-centred care.

2.2.2 PROJECT GOALS

The project goals are the overarching, long-term aims of the Project. The Owner, Provincial Health Services Authority (PHSA)/BC Cancer in partnership, have identified the following five goals to guide the Project. Across all goals, the concept of partnership and integration has been applied. The Owner and BC Cancer are committed to a synergistic integration of services and facilities, where possible.







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Goal	Characterized by:
<p>Exceptional Patient and family-centered care</p> 	<p>Evidence-based, best-practice care delivery, patient safety, patient/family experience</p> <hr/> <p>Accessible wayfinding navigation support</p> <hr/> <p>Seniors-care design considerations</p> <hr/> <p>Coordinated care transitions community partnership (acute-ambulatory-community)</p> <hr/> <p>Multi-disciplinary team-based care</p> <hr/> <p>Innovative care delivery models with capacity for clinical research and trials (academic partnerships)</p> <hr/> <p>Capability to deliver personalized care</p>
<p>Inspired, supported teams</p> 	<p>Individual and team well-being (psychological/mental and physical health), staff and physician safety</p> <hr/> <p>Site-wide sense of community and cohesion (culture/ engagement)</p> <hr/> <p>High-quality work environment, strong staff recruitment, and retention</p> <hr/> <p>Continuous quality improvement cross-team learning and innovation</p>
<p>Cultural safety and inclusion</p> 	<p>Safe, accessible, and inclusive care environment for all (patients, families, members of the Burnaby Hospital team)</p> <hr/> <p>Commitment to Indigenous cultural safety principles</p> <hr/> <p>Commitment to diverse and inclusive hospital environment</p>
<p>Technologically advanced</p> 	<p>New technology adoption leveraging of existing technologies</p> <hr/> <p>Integration of virtual care (maximizing on appropriate use)</p> <hr/> <p>Technology to enhance care delivery and experience</p>



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Accessibility and equity considered in technology decision-making and implementation

Stewardship



Sustainable, innovative, and resilient design and construction (LEED Gold, future climate context, space flexibility)

Responsible use of resources (value for money, reducing waste) during development and in ongoing operations

Operational efficiency

2.2.3 PROJECT OBJECTIVES

To support decision-making in the planning phase of the Project, the Owner developed Project Objectives (Objectives) to assist the analysis and determine the service delivery option that best met those Objectives. The Objectives are listed below and have driven the development of the business plan and will guide the approach to each subsequent stage of the Project.

- ▶ Improve the quality of clinical care consistent with current clinical standards.
 - A distributed model will be implemented, bringing both care providers and supplies closer to the point of care.
 - All services will be patient-focused and supported by reliable technologies and infrastructure to respond to changing patient needs.
 - Separation of flows for patients, staff, as well as clean and dirty equipment and supplies, will be implemented based on an "on stage/off stage" philosophy.
 - 100% single occupancy patient bedrooms in keeping with evidence-based best practices to reduce length of stay and movement of patients.
 - Patient and family-friendly design including the application of universal, senior-friendly, and culturally appropriate design principles to support the navigation of the health system for patients and their families.

- Improved care provider experience through teamwork, mutual support, and improved inter-professional learning and development opportunities.
- ▶ Improve the service capacity to match projected demand.
 - Being a hub of excellence for clinical and academic activities that will attract top professionals who seek to provide the best care possible in an environment that supports and values them.
 - Introducing innovations in approaches to care, such as multidisciplinary team-based patient-centered care, support of combined visits and treatments, incorporating a virtual care strategy.
 - Supporting the integration of learning and learners across all service areas so that research and education will be embedded into all aspects of care.
 - Leading the advancement of cancer care in BC by providing high-quality care, treatment, supportive care, survivorship, and primary care in oncology.

2.3 Alliance Contracting

Alliance contracting involves the collective sharing of opportunity and risk between an Owner and NOPs through an integrated project delivery team. Alliance contract models and similar forms of collaborative contracting have been successful where a conventional contract may limit market participation, drive inefficient risk premiums, or threaten the success of the enterprise when risks materialize.

The Alliance Participants will comprise the Owner, the NOP(s), and, if required, Other Alliance Participants (each an OAP) (Project Alliance). The Project Alliance will also include representatives from BC Cancer and Infrastructure BC.

For detailed information regarding the anticipated Alliance Contract Model, interested parties should review the Alliance Framework reference document included in the RFQ Data Room.

2.3.1 KEY ALLIANCE FEATURES

The key features of an alliance contract are as follows:

- ▶ The Alliance Participants will take collective responsibility for full delivery of the Project, aiming to meet pre-agreed targets that



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include supporting the Key Result Areas (refer to Section 2.4.2) and meeting the Target Outturn Cost (TOC);

- ▶ The PAA will establish a no-blame commercial environment in which the Owner, the NOPs, and the OAPs will have no enforceable legal rights against each other except in the extreme case of wilful default (e.g., fraud, criminal conduct, deliberate and reckless misconduct);
- ▶ An open book three-limb compensation model that includes:
 - Limb 1: reimbursement of project-specific costs and overheads;
 - Limb 2: a fee to cover corporate overheads and normal, risk-adjusted profit; and
 - Limb 3: incentive payments, which may be positive or negative, reflecting an equitable share of the gain or pain if outcomes are better or worse than the agreed targets.
- ▶ Unanimous principle-based decision-making by the Alliance Leadership Team (ALT). More information about the ALT can be found in Section 2.3.3; and
- ▶ A fully integrated Alliance Project Team (APT) to deliver the best collective performance, comprising members drawn from each Owner, NOP, or OAP (if any) with each position filled on the basis of the best candidate for the role, not on the basis of employer.

2.3.2 PUBLIC SECTOR ALLIANCE PARTICIPANTS

Fraser Health Authority

Fraser Health is one of six health authorities in British Columbia. As one of Canada's fastest growing health regions, Fraser Health delivers hospital and community-based health services to more than 1.9 million people in 20 diverse communities from Burnaby to Fraser Canyon on the traditional, ancestral and unceded territories of the Coast Salish and Nlaka'pamux Nations. There are six Métis Chartered Communities and approximately 62,000 Indigenous Peoples associated with 32 First Nation communities in the region.

The team of nearly 45,000 staff, medical staff, and volunteers serves 1 in 3 British Columbians across a network of 12 acute care hospitals, 81 long-term care homes, 14



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community mental health centres, and extends to numerous homes, clinics, and virtual settings. Additional information about Fraser Health is available at: www.fraserhealth.ca.

BC Cancer

BC Cancer is a comprehensive cancer control organization in British Columbia, part of the PHSA, striving towards a vision of a world free from cancer. With a mandate spanning the entire spectrum of cancer care, from prevention, screening, and diagnosis to treatment, research, and education. BC Cancer prioritizes person-centered care, collaboration, compassion, and innovation.

Additional information about BC Cancer is available at: www.bccancer.bc.ca

Infrastructure BC

Infrastructure BC supports the public sector by working with owners to deliver complex public infrastructure in an evolving world.

Additional information about Infrastructure BC is available at www.infrastructurebc.com.

2.3.3 PROJECT GOVERNANCE AND ALLIANCE STRUCTURE

The organizational structure of the Project Alliance and the roles and responsibilities of the ALT, Alliance Project Manager (APM), the Alliance Management Team (AMT), and the APT is more fully described in the Alliance Framework reference document.

The following is an outline of the expected governance structure of the Project Alliance, as indicated in **Figure 2**:

- ▶ The ALT will provide leadership and governance to the Project Alliance. It will be comprised of one individual from each NOP and OAP (if any), two representatives from the Owner, a representative from BC Cancer and a representative from Infrastructure BC.
- ▶ The APM will be appointed by the ALT on a best-for-project basis. The role of the APM is to lead the AMT, report directly and exclusively to the ALT, and take responsibility for leading, managing, and directing the AMT.
- ▶ The APM will select the members of the AMT drawn from the Owner, the NOP, and OAP organizations, as required, and on a best for project basis and for ALT approval. The Owner, BC Cancer and Infrastructure BC, expect to provide staff that could be



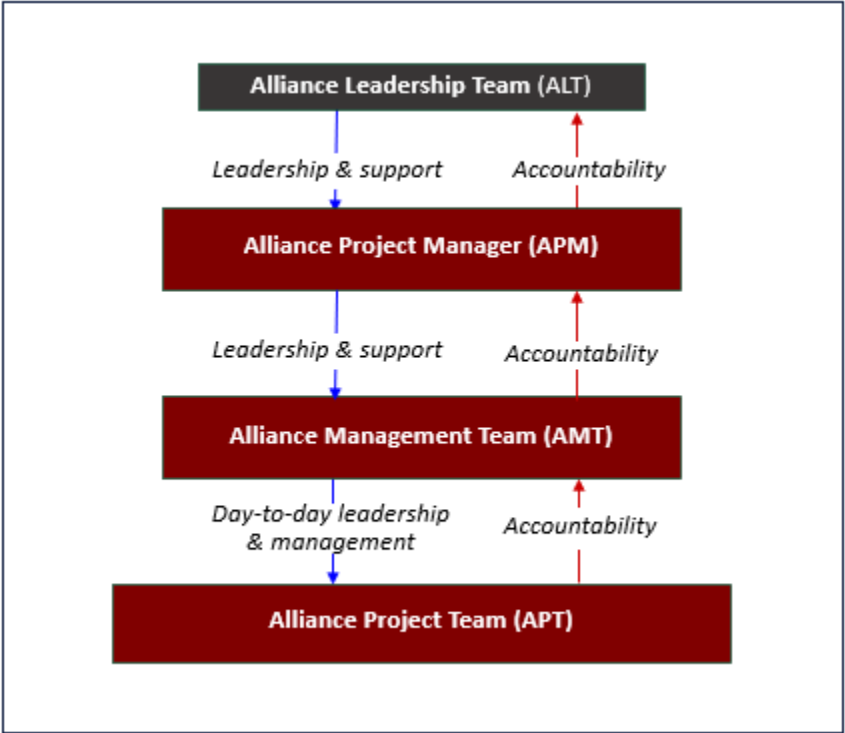
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considered for AMT roles as appropriate to their skills, experience, and leadership abilities on a best-for-project basis.

- ▶ The APM and the AMT will lead the APT. The APT comprises of an integrated team of both participant employees and externally procured resources whom the AMT appoints to carry out alliance works.

Figure 2: Alliance Governance Structure



In accordance with Appendix A, Respondents are to propose Key Individuals that would make up the ALT members for the NOPs, the APM, and anticipated AMT members.

2.3.4 BUILDING AND SUSTAINING A HIGH PERFORMING TEAM

The Owner anticipates that, during the RFP, each Proponent may independently undertake significant team-building activities or alliance coaching to prepare their teams for their participation in the Single TOC Alliance Selection Process. Infrastructure BC has engaged PCI Group Pty Ltd (PCI) as the Project Alliance advisor. PCI will facilitate the positive guidance, behavioural, and commercial workshops as part of the RFP phase.



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During the Alliance Development Phase (ADP), behavioural coaching and commercial advisory services will be provided by PCI to support the alliance in both the development of the ADP proposal (Project Proposal), including agreement on the TOC and KRA targets, and to build and maintain an integrated high-performing team. A robust establishment and coaching plan for the Alliance will be developed with the fully-formed ALT and AMT to ensure their needs and risks are addressed.

After execution of the PAA, specialist alliance coaching services will be provided by PCI to the Project Alliance on an as needed basis.

To ensure a high performing collaborative alliance culture is developed and sustained, immediate priorities for the ALT and AMT after the ADA execution will be:

- ensuring that team building strategies are developed and implemented; and
- applying consistent coaching tools and techniques.

2.3.5 CO-LOCATION OF ALLIANCE TEAM

The Project office is located at 4225 Kincaid Street, Suite 501, Burnaby, B.C. It is anticipated that there will be space available for Alliance Participants to co-locate on a best for project basis, through the lease of additional office space within the existing location. It is anticipated that the Project Alliance will carry out some or all of its respective duties, at the Project office as required for the Project.

2.4 Commercial Terms

2.4.1 KEY COMMERCIAL TERMS – ALLIANCE DEVELOPMENT AGREEMENT

The ADA is a professional services agreement that will govern the ADP. The following are some of the key commercial terms and content that the Owner anticipates will be included in the ADA:

- (a) Purpose and scope of services;
- (b) Roles of the Owner, BC Cancer, Infrastructure BC, NOPS, and any OAP during the ADP;
- (c) Provisions for alliance mobilization works; and
- (d) Payment for services that will flow through to the compensation framework under the PAA.



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2.4.2 KEY COMMERCIAL TERMS – PROJECT ALLIANCE AGREEMENT

The respective expectations, rights, and obligations of the Alliance Participants will be set out in a single legally binding PAA. The following are some of the key commercial terms that the Owner anticipates will be included in the PAA:

- (a) Compensation framework: The three-limb compensation model will apply to the NOP(s), and each NOP will be compensated separately with monthly progress payments for the Project works. A detailed description of the anticipated compensation model can be found in the Alliance Framework reference document.
- (b) Performance incentives: Key Result Areas (KRA(s)) have been established by the Owner to reflect key Project Objectives and will result in financial painshare or gainshare. The incentives will be determined by measuring performance against Key Performance Indicators (KPI(s)) collaboratively developed between the Owner and NOPs during the ADP within the defined KRAs. The Owner has established the following KRA(s) to realize the Project Objectives:

TABLE 1: KEY RESULT AREAS

KRA	KRA Objective	Weighting
Schedule Project Delivery and Commissioning	Deliver Substantial Completion aligned with the approved project schedule of August 2029.	25%
	Achieve a standard of commissioning and defects completion that enables the Owner to complete operational readiness activities (hiring, training, work flows, etc.)	
Labour Objectives	Increase the number of apprentices and certified tradespeople in construction by increasing their percentages in the project workforce.	10%
	Increase representation and diversity in construction through employment of those who self-identify as Indigenous and underrepresented groups.	
Energy and Environmental Sustainability	Maximize energy efficiency to reduce greenhouse gas emission and carbon intensity, and to minimize operating cost over the life of the facility.	15%

KRA	KRA Objective	Weighting
Alliance Culture	Generate and maintain a high-performing collaborative alliance culture.	20%
	Create a positive, inclusive, and safe culture within the alliance.	
Communication and Engagement	Establish a culture of collaboration and communication to ensure that we minimize negative impacts on hospital operations and surrounding communities during Phase 2 design and construction including by coordination with concurrent construction projects (e.g. Phase 1) elsewhere on the BH site.	30%
	Engage Key User Groups and other defined internal and external stakeholders (subject matter experts and partners) throughout the design and construction and ensure that their feedback is considered and incorporated where possible.	
Total:		100%

- (c) Risk Allocation: The PAA default position will be that all risks and opportunities are shared unless they are pre-agreed to be Adjustment Events. Adjustment Events Guidelines will be developed during the RFP phase to achieve clear understanding of, and commitment to, sharing and allocation of risks and opportunities.
- (d) No Disputes: Each of the Alliance Participants agrees that all disputes will be resolved by the ALT on a unanimous basis. Apart from specific rights in the PAA to deal with wilful defaults, the Alliance Participants will not have any rights at law or in equity and, therefore will not have recourse to third party dispute procedures such as litigation.

2.5 Project Site

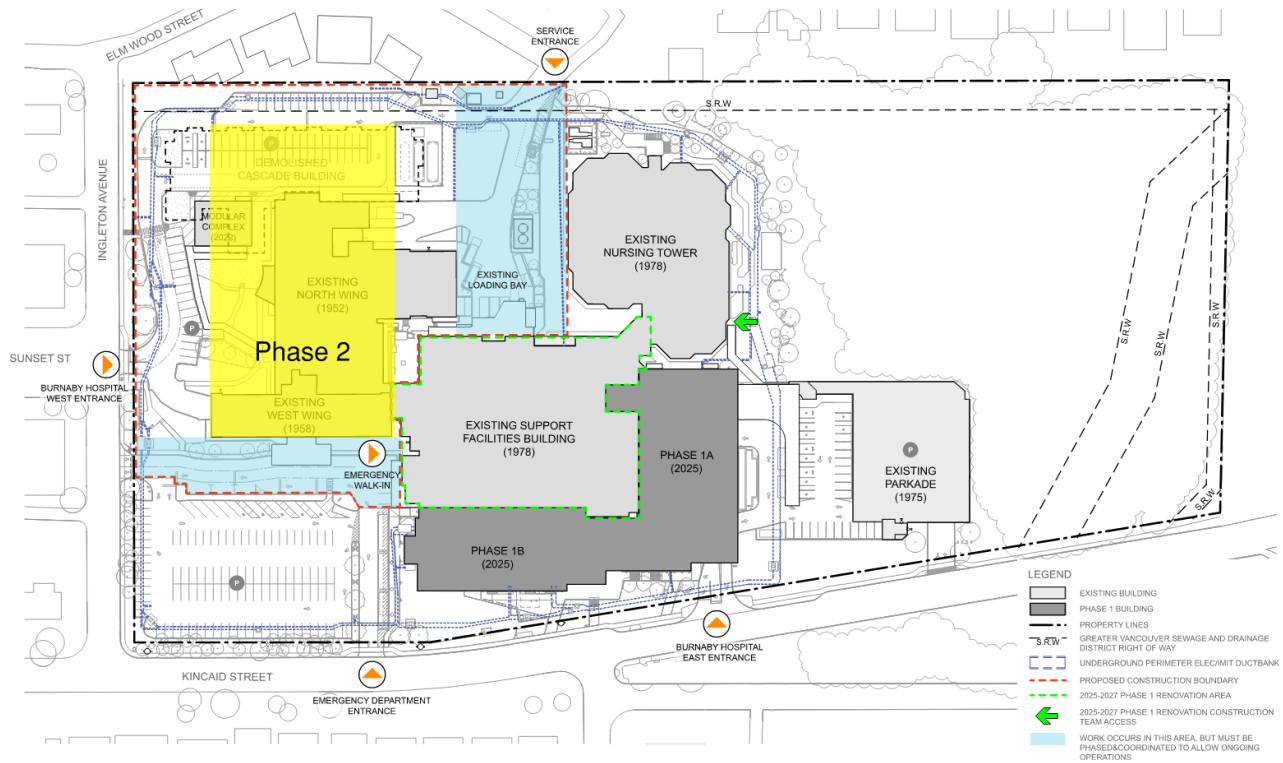
The hospital Site is located on a hill, resulting in a variation in elevation from west to east. As shown in **Figure 3**, the hospital buildings are grouped at the westerly portion of the Site due to a steep drop in terrain to the east. The easterly portion of the Site consists of a densely treed area that is relatively steep with a creek bed near the bottom of the slope, posing a significant constraint to the existing Burnaby Hospital campus. Main power lines run in the north-south and east-west direction along the northern and eastern boundary of the Site.



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Figure 3: Existing Site



2.6 Advance Work by the Owner

The following sections provide an overview of the work undertaken on the Project to date and work planned to be undertaken prior to ADA execution.

2.6.1 APPROVAL

The Project has been approved to proceed to procurement by the Province and was announced in September 2023. Further Owner and Province approvals are expected to be required prior to executing the ADA and PAA.

2.6.2 SITE ZONING

The site is zoned P6 for institutional use.

2.6.3 SITE PREPARATION

The Owner has undertaken the following site assessments:

- ▶ Geotechnical Report
- ▶ Phase 1 Environmental Site Assessment

- ▶ Phase 2 Environmental Site Assessment
- ▶ Cascade Building Hazardous Materials Report
- ▶ West Wing Buildings Hazardous Materials Reports
- ▶ Support Facilities Building Hazardous Materials Report

This information will be made available to the Alliance during the ADP.

2.7 General Scope of Alliance Responsibilities

The Project will be delivered under the PAA. The Alliance Participants will be collectively responsible for the design, construction, and commissioning of the Project. Working collaboratively as an integrated team, the Project Alliance will:

- ▶ Obtain all permits and approvals necessary for construction of the Project, including development, demolition, and building permits;
- ▶ Ensure the final design aligns with the Project's Alliance Works and Project Description and integrates the various building components;
- ▶ Construct the Project;
- ▶ Achieve LEED® Gold certification; and
- ▶ Achieve substantial completion and occupancy permit by mid-2029 to ensure the the first patient day is in early 2030.

3 Single TOC Alliance Selection Process

This section provides further detail on the process that the Owner expects to use in the selection of a Preferred Proponent.

3.1 RFQ Phase

The Owner anticipates that it will select a shortlist of up to three Respondents to be Proponents, that will be invited to participate in the next phase of the Single TOC Alliance Selection Process, the RFP Phase.

3.1.1 INTRODUCTORY PROJECT MEETING

The Owner intends to hold an introductory meeting during the RFQ phase to provide information about the Project. The date of this meeting will be October 17, 2023, and is anticipated to be via a virtual meeting platform. All parties who wish to participate should complete and submit a Receipt Confirmation Form and Confidentiality Agreement. Participation will not be mandatory.

The Owner encourages parties to submit Enquiries on topics or questions related to the Single TOC Alliance Selection Process or the Alliance Contract Model they would like the Owner's team to address at the Introductory Project Meeting using the form in Appendix I of this RFQ. Introductory Project Meeting Enquiries should be submitted to the Contact Person by 17:00 on October 11, 2023.

A list of those participants who have registered through the Contact Person will be made available to those who have submitted a Receipt Confirmation Form and Confidentiality Agreement. After the meeting, the PowerPoint presentation from the introductory project meeting will be made available in the RFQ Data Room. Minutes will not be prepared. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 4.7.

3.2 RFP Phase

The Owner anticipates that the RFP phase will allow Proponents, through a written Submission, to outline their approach to the ADP and further develop their proposed organizational structure, including AMT and APT members.

The Owner will issue the RFP, which will include:

- a) The draft ADA (Draft ADA) including the Owner's current intentions regarding the structure of the Project Alliance and the accountabilities and commitments it expects from the Alliance Participants; and



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- b) The draft PAA (Draft PAA), which will include the functional program, the Project Alliance Works and Project Description as well as the proposed commercial terms.

The intention of the RFP phase will be to align commercially and legally on the ADA and PAA with all Proponents in advance of executing the ADA with the Preferred Proponent and moving to the ADP.

The RFP phase is expected to include:

- ▶ Workshops to clarify any aspect of the RFP, including the Draft ADA and Draft PAA to support Proponents in the development of their Submissions;
- ▶ Written comments, from the Proponents, including section by section comments on the Draft ADA and Draft PAA;
- ▶ Finalizing the Establishment Audits carried out by the Owner's appointed third-party Financial Auditor that will have started during the RFQ phase;
- ▶ Commercial workshops with each Proponent after submission of their comments on the Draft ADA and Draft PAA to discuss the Proponent's comments and align on the ADA and PAA. Workshops will be facilitated to address the following:
 - development of Adjustment Events Guidelines;
 - alignment on the particulars of the three-limb compensation model;
- ▶ Behavioural workshops for demonstration of the Proponent's leadership and collaborative behaviours in action;
- ▶ Additional workshops as required to discuss and clarify any other aspect of the RFP and to support Proponents in the development of their Submissions;
- ▶ The evaluation of both written Submissions as well as behavioural elements of the commercial and behavioural workshops to enable the selection of a

Preferred Proponent that will be invited to continue to the ADP; and

- ▶ The execution of the ADA substantially in the form based on the commercial workshops.

3.2.1 ESTABLISHMENT AUDITS

The Establishment Audit is expected to start during the RFQ phase and be completed during the RFP phase. The Owner encourages Respondents to engage with the Owner’s Financial Auditor during the RFQ phase to begin this process. More information on the Establishment Audit and process can be found in the Establishment Audit memo in the RFQ Data Room. Requests to meet with the Financial Auditor can be made through the Contact Person.

3.3 Evaluation

The Owner has established the following criteria throughout the Single TOC Alliance Selection Process on which the Respondents and Proponents will be evaluated and scored. It is intended that evaluation scores gained at a previous stage will be carried forward into the next stage. Information provided at a previous stage can still be considered when it is relevant to a criterion assessed at subsequent stage (unless modified by new information provided during a subsequent stage). If there is any conflict between information provided at an earlier stage and a later stage, the latest information will take precedence.

TABLE 2: SUMMARY OF EVALUATION CRITERIA BY PHASE

Criteria		RFQ	RFP
1	Relevant corporate experience and track record	✓	✓
2	Personal experience and demonstrated performance of nominated team	✓	✓
3	Approach to delivering value		✓
4	Demonstrated leadership and collaborative behaviours in action		✓

3.4 Compensation for Participation in the Single TOC Alliance Selection Process

The Owner will not provide any compensation to Respondents or Proponents for participating in the Single TOC Alliance Selection Process.



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3.5 Single TOC Alliance Selection Timeline

The following is the Owner's estimated timeline for the Single TOC Alliance Selection Process and the Project:

Activity	Timeline
RFQ Issue Date	September 29, 2023
Introductory Project Meeting	October 17, 2023
RFQ Submission Time	November 24, 2023
Issue RFP and Draft ADA and PAA	January 2024
RFP Close	April 2024
Selection of Preferred Proponent	May 2024
ADP commences	June 2024
PAA Execution	2025
West Wing Buildings Demolition	February 2026
New Building Construction Start	December 2025
New Building Occupancy	January 2030
Renovations Construction Start	June 2027
Renovations Occupancy	September 2030

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

3.6 Alliance Development Phase

The purpose of the ADP is the development of a Project Proposal, which is expected to address technical, alliance management, and financial aspects of the Project. This will form the basis for the PAA. Some key activities in the ADP include:

- ▶ ADP kickoff workshop facilitated by PCI.
- ▶ Engagement with the third-party estimator through the development of the proposed TOC.
- ▶ Establish the project team, specifically:
 - Logistics: office, administration, technology, communication protocols, etc;



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- People: set up organization structure and appoint personnel, roles, responsibilities, and accountabilities to build an integrated team;
- ▶ Define and agree on the Project design and specifications.
- ▶ Conduct site investigations, surveys, and studies as necessary.
- ▶ Develop the Alliance Management System (AMS) incorporating the various policies and plans that will be used to guide and manage the Project.
- ▶ Develop and agree on the KRA/KPI framework, including details of all targets and measurement methods.
- ▶ Conduct workshops and other coaching initiatives necessary to develop a high-performance team culture.
- ▶ Perform all things necessary to develop the Project Proposal as defined in the ADA and do all things necessary to allow the Owner, any OAPs, and the NOPs to enter into the PAA.
- ▶ Procure all necessary insurances and approvals for the PAA phase.

The Owner intends to work collaboratively together with the NOP(s). This will include collaborative discussions relating to technical, management, and commercial matters through workshops and topic meetings.

3.7 Project Proposal

The Project Proposal is the output of the collaborative process, throughout which the parties have proactively exchanged and shared relevant information relating to technical, management, and commercial issues and risks and opportunities associated with the performance specifications. This will form the basis for the PAA.



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4 Submission and Process Instructions

4.1 Mandatory Requirement

- a) The Respondent must include at least two district legal entities, including at least one construction NOP and one design NOP; and
- b) Responses to this RFQ must be received at the Submission Location before the Submission Time, as stated in the Summary of Key Information (Mandatory Requirement). Responses received after the Submission Time will not be considered. All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 Response Form and Content

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

4.3 Language of Responses and Enquiries

Responses should be in English. Any portion of a Response not in English may not be evaluated, and any Enquiry not in English may not be considered.

4.4 Submission Instructions

For its Response, a Respondent should submit one electronic copy by uploading to a secure web-based platform of its choosing, as agreed to by the Owner, clearly marked "Request for Qualifications for Burnaby Hospital Phase 2 and BC Cancer Centre". Respondents 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 Submission Time.

Responses submitted by email will **not** be accepted except as specifically permitted in this RFQ.

4.5 Receipt of Complete RFQ

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

4.6 Receipt Confirmation Form and Confidentiality Agreement

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form and Confidentiality Agreement.



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These forms are to be completed, executed, and delivered to the Contact Person via email.

4.7 Enquiries

All Enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email (each an Enquiry).

Respondents are encouraged to submit Enquiries using the Enquiry Form (Appendix I) at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any Enquiry.

The following will apply to any Enquiry:

- a) Any responses will be in writing;
- b) Enquiries to, and responses from, the Contact Person will be recorded;
- c) A Respondent may request that a response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive, and if the Owner decides that an Enquiry should be distributed to all Respondents, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response;
- d) Subject to Section 4.7 (c), any Enquiry and response may, in the Owner's discretion, be distributed to all Respondents, if the Owner in its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Single TOC Alliance Selection Process. The Owner may keep either or both the Enquiry and response confidential if in the judgment of the Owner it is fair or appropriate to do so; and
- e) The Owner is not required to provide a response to any Enquiry.

4.8 Unofficial Information

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

4.9 Delivery and Receipt of Email Communications

The following provisions will apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email or other electronic means where



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such email communications or email or electronic delivery is permitted by the terms of this RFQ.

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

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

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

4.10 Addenda

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

4.11 Definitive Record

If there is any inconsistency between the paper form of a document and the digital, electronic, or other computer-readable form, the electronic conformed version of the RFQ in the custody and control of the Owner prevails.

4.12 Revisions Prior to the Submission Time

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



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4.13 Response Declaration Form

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

4.14 Relationship Disclosure Form

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



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5 Evaluation

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

5.1 Evaluation Criteria

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

5.2 Evaluation and Selection Procedures

The Owner will evaluate Responses based on the information described in Table 3 of Appendix A and may, at its discretion, also consider any or all additional information received from the steps described in (a)-(e) below.

To assist in the evaluation of the Responses, the Owner may, at its discretion, but is not required to:

- a) Conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- b) Conduct any additional investigations and/or seek any additional information that it considers necessary in the course of the Single TOC Alliance Selection Process, including with respect to Nominated Projects and projects in which a Respondent Team member has been involved in the last ten years, but which are not Nominated Projects;
- c) Seek clarification of a Response or supplementary information from any or all Respondents;
- d) Request interviews with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- e) Rely on and consider in the evaluation of the Responses any information obtained as a result of such reference checks, investigations, requests for clarification or supplementary information, interviews, and/or any additional information that it receives during the evaluation process.

The Owner is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent for any reason, including if the Owner:

- a) Considers a Response to be incomplete;
- b) After reviewing the information submitted in a Response relating to the requirements set out in Section 4 of Table 3 of Appendix A, considers that the information submitted is insufficient to demonstrate to the satisfaction of the Owner, in its discretion, that the Respondent and each other Respondent Team member (other than Key Individuals) has the financial capacity to fulfill its obligations in respect of the Project; or
- c) Judges the Response or response, when compared to the Responses of other Respondents, to not be in contention to be shortlisted.

The Owner will notify Respondents of the RFQ results by sending a written notice to the Respondent Representative.

Upon request, the Owner will conduct a debriefing for any Respondent if the debriefing is requested within 90 days after a shortlist has been announced. In a debriefing, the Owner will discuss the relative strengths and weaknesses of that Respondent's Response, but the Owner will not disclose or discuss any confidential information of another Respondent.

5.3 Interviews

Respondents may be required by the Owner to have interviews regarding their Response during the evaluation process at the request of the Owner. Any presentations requested by the Owner as part of the interview process should be specific to the Project and should not contain any marketing information from the Respondent or any member of the Respondent Team.

5.4 Changes to Respondent Teams

The Owner intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP stage. If, for any reason after the Submission Time, a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, 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 Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent will submit a written application to the Owner for approval, including supporting information that may assist the Owner in evaluating the change. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its

discretion the Owner will consider the objective of achieving a Single TOC Alliance Selection Process that is not unfair to the other Respondents. For clarity:

- a) if the application is made after the Proponents have been determined, the Owner may refuse to permit a change to the membership of a Respondent Team if the change would, in the Owner's judgment, result in a weaker team than was originally shortlisted; or
- b) the Owner may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member.

The Owner's approval may include such terms and conditions as the Owner may consider appropriate. This Section 5.4 will apply until the issuance of the RFP.



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6 RFQ Terms and Conditions

6.1 No Obligation to Proceed

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

6.2 Freedom of Information and Protection of Privacy Act

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

By submitting a Response, the Respondent represents and warrants to the Owner that the Respondent has complied with applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner as part of the Response for the purposes of this RFQ and the Single TOC Alliance Selection Process.

6.3 Confidentiality of Owner Information

All non-public information pertaining to, or provided by or on behalf of, Infrastructure BC, BC Cancer, PHSA, or the Owner obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Infrastructure BC, BC Cancer, PHSA or the Owner (as applicable). Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

A Respondent is required to sign the Confidentiality Agreement attached as Appendix C to this RFQ.

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

The Owner has engaged Infrastructure BC. Infrastructure BC has been and continues to be involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of the RFQ, the Owner



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may in its discretion disclose information that is available from this Project to Infrastructure BC and other projects and may obtain information from other projects.

The Owner has partnered with BC Cancer. BC Cancer has been and continues to be involved in other projects, and the Owner may receive information in respect of other projects that may be relevant to the Project. Subject to the terms of the RFQ, the Owner may, in its discretion, disclose information that is available from this Project to BC Cancer and other projects and may obtain information from other projects.

6.4 Cost of Preparing the Response

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including all costs of providing information requested by the Owner, attending meetings, and conducting due diligence.

6.5 No Representation or Warranty

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

6.6 Reservation of Rights

The Owner reserves the right, in its discretion, to exercise any or all of the following rights:

- a) Amend the scope of the Project, modify, cancel, or suspend the RFQ process or any or all stages of the Single TOC Alliance Selection Process at any time for any reason;
- b) Accept or reject any Response based on the Evaluation Criteria as evaluated by the Owner;
- c) Disqualify a Response that fails to meet the Mandatory Requirements set out in Section 4.1, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Owner determines appropriate;



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- d) Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- e) Not accept any or all Responses;
- f) Reject or disqualify any or all Response(s) for any reason without any obligation, compensation, or reimbursement to any Respondent or any of its team members;
- g) Re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- h) Make any changes to the terms of the business opportunity described in this RFQ; and
- i) Amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form and a Confidentiality Agreement.

6.7 Limitation of Damages

Each Respondent, by submitting a Response, agrees that in no event will the Owner, PHSA, BC Cancer, or Infrastructure BC, or any of their employees, advisors, or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Owner or any of its employees, advisors, or representatives if the Owner for any reason whatsoever:

- a) Does not select a shortlist of Respondents;
- b) Suspends, cancels, or in any way modifies the Project or the Single TOC Alliance Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- c) Accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);



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- d) Under the terms of this RFQ, permits or does not permit a Restricted Party to advise, assist or participate as part of a Respondent Team; or
- e) For any breach or fundamental breach of contract or legal duty of the Owner, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Single TOC Alliance Selection Process or for any other reason whatsoever.

6.8 Ownership of Responses

All Responses submitted to the Owner become the property of the Owner.

6.9 Disclosure and Transparency

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

The Owner expects to publicly disclose the following information following this stage of the Single TOC Alliance Selection Process: this RFQ document, the number of Respondents, and the names of Proponents.

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

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

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

6.10 No Communication or Collusion

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

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents, or representatives regarding the preparation, content, or submission of their Responses or any other aspect of the Single TOC Alliance Selection Process.

6.11 No Lobbying

Respondents and their respective Respondent Teams, the members of their Respondent Teams, 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 RFQ, or the Single TOC Alliance Selection Process, including for the purpose of influencing the outcome of the Single TOC Alliance Selection Process. Further, no such person (other than as expressly contemplated by this RFQ) will attempt to communicate in relation to the Project, this RFQ, or the Single TOC Alliance Selection Process, directly or indirectly, with any representative of the Owner, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or 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 by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors, or representatives, the Owner in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration.

6.12 Relationship Disclosure and Review Process

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

Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

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



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Contact Person how the Respondent proposes to mitigate, minimize, or eliminate the situation.

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

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

6.12.1 USE OR INCLUSION OF RESTRICTED PARTIES

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

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

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

6.12.2 CURRENT RESTRICTED PARTIES

At this RFQ stage, and without limiting the definition of Restricted Parties, the Owner has identified the following persons as Restricted Parties.

- ▶ Dialog BC Architecture Engineering Interior Designing Planning Inc. and its sub-consultants, including:
 - Aplin & Martin Consultants Ltd.;
 - Soberman Engineering Inc.;
 - Valcoustics Canada Ltd.;
 - Bunt & Associates Ltd.;



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- Senez Consulting Ltd.;
- EXP Services Ltd.;
- ▶ Sandra Menzer;
- ▶ SSA Quantity Surveyors Ltd.;
- ▶ Annex Communications Inc.;
- ▶ Kroft AV Ltd.;
- ▶ MAKE Projects Ltd.;
- ▶ Shelley Moen;
- ▶ Cornerstone Planning Group;
- ▶ Oncology Project Management Group;
- ▶ PCI Group Pty Inc.;
- ▶ DLA Piper (Canada) LLP;
- ▶ DLA Piper Australia;
- ▶ Boughton Law Corporation;
- ▶ Deloitte LLP;
- ▶ Complex Projects Consulting Inc.;
- ▶ reload Sustainable Design Ltd.;
- ▶ Singleton Urquhart Reynolds Vogel LLP; and
- ▶ The Owner, PHSA/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 Single TOC Alliance Selection Process through an Addendum.



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6.12.3 SHARED USE

A Shared Use Person is a person identified by the Owner as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

6.12.4 CONFLICT OF INTEREST ADJUDICATOR

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

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

The Owner or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

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

6.12.5 REQUEST FOR ADVANCE DECISION

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section 6.12.5.

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:

- a) names and contact information of the Respondent 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



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d) copies of any relevant documentation.

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

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

6.12.6 THE OWNER MAY REQUEST ADVANCE DECISION

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Owner may require that the Respondent make an application under Section 6.12.5.

6.12.7 DECISIONS FINAL AND BINDING

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

6.12.8 EXCLUSIVITY

Unless permitted by the Owner, in its discretion, or permitted as a Shared Use Person, each Respondent will ensure that no member of its Respondent Team, any firm or employer of any of its Key Individuals, or any Affiliated Person of any member of its Respondent Team, or any firm or employer of any of its Key Individuals, participates as a member of any other Respondent Team.

If the Respondent contravenes the foregoing, the Owner reserves the right to disqualify the Respondent, or to permit the Respondent to continue and impose such conditions as may be required by the Owner. Each Respondent is responsible, and bears the onus, to



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ensure that the Respondent, each member of its Respondent Team, and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Respondent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) 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 Single TOC Alliance Selection Process; and
- (d) copies of any relevant documentation.

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

6.12.9 EXCLUSIVITY – THE OWNER MAY REQUEST ADVANCE DECISIONS

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

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Owner may require that the Respondent make an application under Section 6.12.8.



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6.12.10 EXCLUSIVITY – DECISIONS FINAL AND BINDING

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

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

6.13 Legal Counsel

DLA Piper (Canada) LLP and DLA Piper Australia (together “DLA Piper”) are Restricted Parties. By submitting a Response, the Respondent and the Respondent on behalf of each Respondent Team member expressly consents to DLA Piper continuing to represent the Owner for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent or any Respondent Team member, despite any information of the Respondent or any Respondent Team member or any of their respective related parties, and any solicitor-client relationship that the Respondent or any Respondent Team member or any of their respective related parties may have had, or may have, with DLA Piper in relation to matters other than this RFQ and the Project. This Section is not intended to waive any of the Respondent’s or relevant Respondent Team member’s rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

6.14 Fairness Reviewer

The Owner has appointed John Singleton K.C. as the fairness reviewer (Fairness Reviewer) to monitor the Single TOC Alliance Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Single TOC Alliance Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Owner that the Owner will make public.

The Fairness Reviewer will be:

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

Respondents may contact the Fairness Reviewer directly with regard to concerns about the fairness of the Single TOC Alliance Selection Process.



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7 Definitions and Interpretation

7.1 Definitions

In this RFQ:

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

“**Adjustment Events Guidelines**” has the meaning set out in Section 2.4.2

“**Affiliated Persons**” or affiliated person, 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) or (b);
- 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;



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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.

“Alliance Contract Model” has the meaning set out in Section 1.2.

“Alliance Development Agreement” or **“ADA”** means the agreement between the Preferred Proponent and the Owner executed prior to the start of the ADP.

“Alliance Development Phase” or **“ADP”** has the meaning set out in Section 3.6

“Alliance Framework” refers to the document posted in the RFQ Data Room.



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“Alliance Leadership Team” or **“ALT”** means the senior level governance board of the Project Alliance that consists of representatives from the Owner, one senior representative from each of the NOPs, BC Cancer, any OAP, and Infrastructure BC.

“Alliance Management Team” or **“AMT”** means the management team responsible for the day-to-day delivery of the project taking direction from the ALT through the APM.

“Alliance Management System” means the various policies and plans that will be used to guide and manage the Project.

“Alliance Project Manager” or **“APM”** means the individual reporting to the ALT (but not a member of the ALT) and the leader of the AMT.

“Alliance Project Team” or **“APT”** means the wider alliance team delivering the Project.

“Alliance Participants” has the meaning set out in Section 2.3.

“Alliance Works and Project Description” means Schedule 2 of the PAA.

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

“City” means the City of Burnaby.

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 6.12.4.

“Confidential Information” has the meaning set out in Appendix C.

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

“Construction Manager” means the proposed individual who will lead the construction of the Project, as described in the Respondent’s Response, and as may be changed pursuant to this RFQ.

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

“Design Firm(s)” means the NOP(s) expected to design the Project, as described in the Respondent’s Response.

“**Design Manager**” means the proposed individual who will be in charge of oversight of the design and as may be changed pursuant to this RFQ.

“**Draft Alliance Development Agreement**” or “**Draft ADA**” means the draft form of Alliance Development Agreement to be issued under the RFP, as amended pursuant to the terms of the RFP.

“**Draft Project Alliance Agreement**” or “**Draft PAA**” means the draft form of Project Alliance Agreement to be issued under the RFP, as amended pursuant to the terms of the RFP.

“**Enquiry**” has the meaning set out in Section 4.7.

“**Establishment Audits**” means audits conducted by the Financial Auditor on each prospective NOP that will start during the RFQ phase and conclude during the RFP Phase with the following goals:

- (a) to ensure that all prospective Alliance Participants are clear on how open book compensation will work in detail under the PAA; and
- (b) to help the parties align on arrangements for the compensation model in a manner that creates a sound foundation for the collaborative relationship.

“**Evaluation Criteria**” means the criteria referred to in Appendix A, Part 2, Table 2.

“**Fairness Reviewer**” has the meaning set out in Section 6.14.

“**Financial Auditor**” means the advisor retained by the Owner to conduct Establishment Audits during the RFQ and RFP phases, and conduct project financial audits during the execution of the PAA.

“**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 NOP(s) 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 described in the Respondent’s Response and as may be changed pursuant to this RFQ.



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“Infrastructure BC” means Infrastructure BC Inc.

“Key Individuals” of a Respondent Team means the specific individuals, exclusive to the Respondent, nominated to fill the following roles (or equivalent), as described in the Respondent’s Response and as may be changed pursuant to this RFQ:

- a) Alliance Leadership Team members;
- b) Alliance Project Manager; and
- c) Nominated Alliance Management Team members.

Key Individuals may not be nominated to multiple roles. A Key Individual role may only be filled by one individual.

“Key Performance Indicators” or **“KPIs”** means incentivized targets that will form part of the compensation model.

“Key Result Areas” or **“KRAs”** has the meaning set out in Section 2.4.2.

“Limb 1” has the meaning set out in Section 2.3.1

“Limb 2” has the meaning set out in Section 2.3.1

“Limb 3” has the meaning set out in Section 2.3.1

“Mandatory Requirement” has the meaning set out in Section 4.1.

“Minimum Requirement” has the meaning set out in Appendix A.

“Nominated Projects” means a project nominated by the Respondent in its Response, as requested in Section 1.2 of Part 3 of Appendix A.

“Non-Owner Participants” or **“NOP(s)”** has the meaning set out in Section 2

“Other Alliance Participant” or **“OAP”** has the meaning set out in Section 2.3.

“Owner” means Fraser Health Authority.

“Participation Agreement” means the form substantially as attached as Appendix F.

“Preferred Proponent” means the Proponent selected by the Owner pursuant to the RFP to finalize the Alliance Development Agreement.



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“**PCI**” means PCI Group Pty Inc.

“**Project**” means the design and construction of the facility and all other works ancillary to the facility in accordance with the Project Alliance Agreement.

“**Project Alliance**” means collectively the Owner, OAPs, and NOPs who will deliver the Project.

“**Project Objectives**” has the meaning set out in Section 2.2.3.

“**Project Brief**” has the meaning set out in Section 1.5.

“**Project Proposal**” means the submission prepared pursuant to the ADA.

“**Proponent**” means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Submission in response to the RFP.

“**Province**” means the Province of British Columbia.

“**Receipt Confirmation Form**” means the form substantially as attached as Appendix B.

“**Relationship Disclosure Form**” means the form substantially as attached as Appendix E.

“**Respondent**” means:

- a) before the Submission Time any party described in Section 1.4 that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response and a Confidentiality Agreement; and
- b) after the Submission Time any party described in Section 1.4 that has submitted a Response.

“**Respondent Representative**” means the person, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D), who is fully authorized to represent the Respondent in any and all matters related to its Response.

“**Respondent Team**” means the proposed NOPs, (the proposed construction NOP(s), the proposed design NOP(s) and any major subtrades who will be proposed NOP(s), their Key Individuals and Guarantor(s), as described in the Respondent’s Response as may be changed pursuant to this RFQ.

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



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“Response Declaration Form” means the form substantially as attached as Appendix D.

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Single TOC Alliance Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

“RFP” means the Request for Proposals, which may be issued by the Owner as a phase of the Single TOC Alliance Selection Process.

“RFQ” means this Request for Qualifications, including the Appendices, issued by the Owner as the first phase of the Single TOC Alliance Selection Process.

“RFQ Data Room” has the meaning set out in Section 1.6.

“Shared Use Person” means those persons, if any, who are specifically named in Section 6.12.3.

“Single Target Outturn Cost Alliance Selection Process” or “Single TOC Alliance Selection Process” means the overall process for the selection of a Preferred Proponent for the Project, including this RFQ.

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

“Submission” means the submission prepared by a Proponent in response to the Request for Proposals.

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

“Submission Time” means the time and date indicated as such in the Summary of Key Information.

“Summary of Key Information” means the summary of key information on page 2 of this RFQ.

“Target Outturn Cost” or “TOC” means the expected total cost for completion of the Project as developed by the NOPs, in accordance with the ADA during the Alliance Development Phase and included in the executed Project Alliance Agreement.



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“Underrepresented Groups” means 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).

“West Wing Buildings” means the existing North Wing and West Wing buildings together known as the West Wing Buildings.

“Whole of Life” means the total expense of owning an asset over its entire life, from purchase to disposal. Whole of Life cost includes purchase and installation, design and building costs, operating costs, depreciation, and disposal costs.

7.2 Interpretation

In this RFQ, except to the extent the context or the express provisions of this RFQ 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 Owner, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of the Owner;
- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- d) words, including “they”, “them” and “their”, which may import the plural include the singular and vice versa;
- e) words which may import gender are interpreted as gender neutral;
- f) the word “including” when used in this RFQ is not to be read as limiting;
- g) all dollar values are Canadian dollars unless otherwise indicated;
- h) 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;
- i) all time references are to the 24-hour time clock system unless otherwise indicated; and

j) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

This RFQ may be subject to one or more trade agreements.



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APPENDIX A Response Guidelines and Evaluation Criteria

Part 1. Response Guidelines

Responses should:

- a) be clearly marked with the words, “**Response to RFQ – Burnaby Hospital Phase 2 and BC Cancer Centre**” and addressed to the Submission Location;
- b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner;
- c) be limited to 50 pages, including the Key Individuals’ resumes, but excluding the following:
 1. Package 1;
 2. Package 3 (Financial Information);
 3. Nominated Projects file; and
 4. Any appendices for Package 2.

Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Owner;

- d) be clear and concise;
- e) be printable on 8.5” x 11” paper size with a minimum font size of 11 point; and
- f) be submitted as follows:



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Package	Contents	Electronic Submission
Package 1	Introduction, Forms and Nominated Projects (See Section 1 of Part 3 of this Appendix A)	<p>An electronic copy of the Response is to be uploaded by the Respondent to a secure web-based platform of the Respondent's choosing and the Contact Person given access, as confirmed with the Contact Person in advance as described below. Respondents should upload the following electronic files:</p> <ol style="list-style-type: none"> 1) a consolidated file containing the entire Response; 2) an individual file for each of Packages 1, 2 and 3; and 3) individual files within Packages 2 and 3 for each major section described in Part 3 of Appendix A. <p>Respondents 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 Submission Time.</p>
Package 2	Response including only Sections 1, 2 and 3 of Part 3 of this Appendix A.	
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	
Nominated Projects File	Nominated Projects Summary Matrix (Form A-1) Nominated Projects (Form A-2)	

Part 2. Evaluation

MINIMUM REQUIREMENT

The Owner will evaluate Responses and determine, in its discretion, if the Respondent Team adequately meets the minimum requirement stated in Table 1 (Minimum Requirement). Should any Respondent Team fail to adequately meet the Minimum Requirement, the Owner may discontinue the evaluation of that Respondent Team's Response in accordance with Sections 5.2 and 6.6 of this RFQ.

TABLE 1: MINIMUM REQUIREMENT

Financial Capacity
Sufficient financial capacity of the proposed NOP(s) to undertake the Project
See Section 4 of Response Format (Part 3 of Appendix A).

EVALUATION CRITERIA

Subject to Section 5.2, for those Respondent Teams that meet the Minimum Requirement, the Owner will evaluate Responses by applying the Evaluation Criteria and Weighting in Table 2 below.

TABLE 2: EVALUATION CRITERIA AND WEIGHTING

Section	Evaluation Criteria	Weighting
Section 2 Relevant Corporate Experience and Track Record	Strength and relevance of demonstrated experience and capability of the proposed NOPs to undertake the Project with respect to the following:	
	2.1 Corporate Experience and Performance in Technically Comparable Work	20 points
	2.2 Corporate Experience and Performance in Collaborative Processes	20 points
	2.3 Key Project Considerations <ul style="list-style-type: none">Indigenous Participation	10 points



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Section	Evaluation Criteria	Weighting
	<ul style="list-style-type: none"> Apprenticeships, Training and Development 	
Section 3 Personal Experience and Demonstrated Performance of Nominated Team	<p>Strength and relevance of Key Individuals and collective team members' demonstrated experience and capability with respect to the following:</p> <p>3.1 Key Individuals</p> <ul style="list-style-type: none"> ▶ One Alliance Leadership Team nominee from each proposed NOP ▶ One Alliance Project Manager nominee from the Respondent ▶ Alliance Management Team¹ nominees, at a minimum provide the following Key Individuals: <ul style="list-style-type: none"> ○ Construction Manager ○ Design Manager 	<p>50 points</p>
Total		100 points

DISQUALIFICATION OF RESPONSES

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

- a) background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the opinion of the Owner, interfere with the integrity of the Single TOC Alliance Selection Process; or

¹ For reference the AMT is likely to be comprised of 6-8 individuals including the owner representatives.

b) the Response includes a false or misleading statement, claim or information.

The Respondent and any member of the Respondent Team may be required to undertake a criminal-records check in order to participate in the Project.



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Part 3. Response Format

Respondents should use the Section numbers and titles provided in Table 3 below in preparing their Responses.

TABLE 3: RESPONSE CONTENT REQUIREMENTS

Section	Title	Response Content Requirements
1.	Introduction, Forms and Nominated Projects	
1.0	Forms	<ul style="list-style-type: none"> a) Transmittal Letter; b) Response Declaration Form (see Appendix D) signed by the Respondent; c) A table containing the names and company names of the Key Individuals; and d) Relationship Disclosure Form (see Appendix E) signed by the Respondent.
1.1	Proposed Respondent Team and Organization	<ul style="list-style-type: none"> e) Provide the legal name of the entity for each of the proposed NOPs with a short description for publication of teams shortlisted for the RFP stage. f) Provide a high-level organization chart(s), at the corporate level of the roles and responsibilities of the proposed NOPs.



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Section	Title	Response Content Requirements
1.2	Nominated Projects	<ul style="list-style-type: none"> a) Submit a maximum of twelve (12) Nominated Projects using Form A-1 of this Appendix A. Note that more current Nominated Projects (that have reached substantial completion within the last 10 years) may be considered to have greater relevance than older projects. b) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner, if not, please describe why the reference has been included in the Response.
2. Corporate Experience and Track Record		
2.1	Corporate Experience and Performance in Technically Comparable Work	<p>Using up to eight (8) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team’s experience and capability for each of the following:</p> <ul style="list-style-type: none"> a) Leading the delivery of projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy) and key lessons learned that are applicable to this project. b) Constructing projects similar in size, scope and complexity; c) Project delivery on time and on budget, indicating any variances or changes in the final project schedule and budget from those originally approved. Include examples of how specific schedule



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Section	Title	Response Content Requirements
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and/or budget challenges were managed and details of any other key project achievements.

- d) Leading commissioning, transition and activation of the completed project, that is similar in size and complexity to the Project, with the project owner and key lessons learned that are applicable to this project.
- e) Designing healthcare projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy);

Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.

2.2. Experience and Performance in Collaborative Processes

(For example, Alliance, Target Price, Progressive Design-Build, Construction Management, Integrated Project Delivery)

Using up to three (3) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team’s experience and capability for each of the following:

- a) Working collaboratively with owners to align the objectives of all parties;
- b) Early construction contractor involvement and benefits the project achieved as a result of that involvement;
- c) Co-creating target outturn cost and schedule with project teams and owners;



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Section	Title	Response Content Requirements
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d) Understanding each party’s unique strengths and capabilities and examples of how this understanding worked to achieve or exceed project outcomes; and

e) Delivering projects with risk and opportunity sharing contracts.

Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.

2.3.	Key Project Considerations	Using up to three (3) reference projects relevant to sub-sections a) and b) below, describe the Respondent Team’s experience and capability for each of the following:
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Using up to three (3) reference projects relevant to sub-sections a) and b) below, describe the Respondent Team’s experience and capability for each of the following:

a) **Indigenous Participation** – using up to three (3) reference projects, describe the Respondent Team’s experience with:

- a. Indigenous involvement in project delivery, such as working with Indigenous-owned businesses as sub-contractors and in partnerships or joint ventures; and
- b. Hiring, training, and developing Indigenous individuals.

These referenced projects do not need to be Nominated Projects.

b) **Apprenticeships, Training and Development for Underrepresented Groups** – Using up to three (3)



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Section	Title	Response Content Requirements
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reference projects, describe the Respondent Team's experience and capability in:

- a. Providing apprenticeships and training opportunities for individuals in Underrepresented Groups; and
- b. Hiring, integrating, training, and developing individuals in Underrepresented Groups.

These referenced projects do not need to be Nominated Projects.

Respondents are to clearly establish the relevance of the reference projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.

3.	Personal Experience and Demonstrated Performance of the Nominated Team
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- | | |
|---|---|
| <p>3.1.</p> <p>Key Individuals:</p> <ul style="list-style-type: none"> • Alliance Leadership Team Members • Alliance Project Manager • Alliance Management | <p>a) Describe the experience, capability and suitability of Key Individuals for the Project, as defined in this RFQ, in leading and delivering projects of this nature, including capacity to add value to the Project and lessons learned from working in collaborative processes and/or integrated project team arrangements:</p> <ol style="list-style-type: none"> i. Alliance Leadership Team members (one proposed individual for each NOP); ii. Alliance Project Manager; and iii. Alliance Management Team members. At a minimum the NOPs are to provide a Design Manager and Construction Manager. |
|---|---|



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Section	Title	Response Content Requirements
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Team Members

- b) Provide a resume for each of the above Key Individuals. At a minimum, the following information is required:
- i. Name, professional qualifications/designation(s) and a summary of education.
 - ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past ten (10) years for ALT members, the AMT nominated Key Individuals and the nominated APM Key Individual. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner. Reference projects are ideally but need not be derived from Nominated Projects.
 - iii. Provide a list of past relevant projects and positions held by each of the above Key Individuals within the past ten (10) years for ALT members, the AMT nominated Key Individuals and the nominated APM Key Individual, in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability of the



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Section	Title	Response Content Requirements
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respective Key Individual for the proposed role in the Project.

- c) Describe the availability of each of the above Key Individuals including percentage of time the Key Individual will dedicate to each phase of the Project by the following five phases: RFP, ADP, design, construction and commissioning.
- d) Describe any foreseeable time constraints that will impact the Key Individual’s ability to perform their role and responsibilities according to the anticipated timeline in Section 3.5

4.	Financial Capacity	
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4.1.	Financial Capacity	
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Demonstrate the financial capacity of the Respondent Team (NOP or Guarantor as applicable) by providing the following:

- a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix G, from an insurance company that the following coverages will be available for the Project if the proposed construction related NOPs are awarded a contract:
 - i. Wrap-Up commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$10 million general aggregate for bodily injury; death and damage to property including loss of use thereof;



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Section**Title****Response Content Requirements**

product/completed operations liability with a limit of \$10 million annual aggregate; and

- b) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix H and Appendix J, from an insurance company that the following coverages will be available for the Project if the proposed design related NOPs are awarded a contract:
- i. Commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$10 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$10 million annual aggregate; and
 - ii. Professional liability insurance coverage of not less than \$15 million per occurrence and \$15 million aggregate.

To address the Minimum Requirement stated in Part 2 of Appendix A:

- c) Provide the following information for each of the proposed NOP(s), and the Guarantor(s) (if applicable)
- i. Evidence of the parent company's willingness to provide a guarantee for each entity anticipated to be a NOP.
 - ii. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial



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Section	Title	Response Content Requirements
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- information, for each of the last three fiscal years (entire annual reports should not be provided);
- iii. If available, copies of the interim financial statements for each quarter since the last fiscal year for which audited statements are provided;
 - iv. Details of any material off-balance sheet financing arrangements currently in place;
 - v. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;
 - vi. Details of any credit rating, including any downgrades of credit rating in last five years;
 - vii. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and
 - viii. For entities where financial statements are provided for a parent company, rather than the entity listed in a) provide evidence of the parent company's willingness to provide



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Section	Title	Response Content Requirements
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a guarantee in respect of the entity listed in this section
a).

- d) With reference to the information provided in this section, briefly describe in the context of the entity's proposed role and project obligations:
 - i. Each NOP's capacity to undertake its project obligations (e.g. discuss net and total asset size relative to Project scope, credit rating, liquid assets, letters of commitment, financial viability and ability to provide performance security, including by a Guarantor (as applicable).



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Form A-1: Nominated Projects Summary Matrix

See separate Excel file.



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Form A-2: Nominated Project Details

Identify Respondent, Respondent Team Member, and number projects sequentially 1 through 12. Maximum 3 single-sided pages in length per project.

Item	Notes to Respondents
Name of project	Details including official project name and contract number
Location of project	Country, province/state
Owner	Organization name
Reference contact details	Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, and preferred language of correspondence. By providing this information you are authorizing the Owner or the Owner's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.
Collaborative Processes	Contract structure, e.g., alliance, target price contract, progressive design-build, construction management, integrated project delivery.
Contract period (term)	Contract commencement date, end of construction date, and contract end date.
Description of project	Capital value, scope and complexity, including purpose of facility



Item	Notes to Respondents
Relevance	Respondents are to clearly establish the relevance of their Nominated Projects to the Project. (e.g., asset class, scope similarities, campus settings, procurement approach, experience delivering next to 24/7 active sites, and knowledge of the local sub-trades and local labour market).
Current status of project	Describe the current status of the project relative to key milestone events
Role(s) on project	Specific role, duties and responsibilities of applicable Respondent Team members.
Joint Venture	If the project involved is a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibilities between the parties.
Performance	Describe the performance in meeting obligations related to the contract. If there were any material issues during the design and construction phase (e.g., interpretation issues), describe how they were resolved. In addition, describe performance as it relates to schedule management, scope management, budget management, and owner satisfaction.
Other information	Any information the Respondent considers relevant to the Evaluation Criteria.

APPENDIX B Receipt Confirmation Form

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

Request for Qualifications Burnaby Hospital Phase 2 & BC Cancer Centre

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

Infrastructure BC

Email: Ariel.Lioznyansky@infrastructurebc.com

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____



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ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date



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APPENDIX C Confidentiality Agreement

Part 1. Interpretation

In this Agreement:

- a) Agreement means this Appendix C, which is subject to the RFP,
- b) Confidential Information means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by the Receiving Party, whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Single TOC Alliance 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 that:
 1. is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 2. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 3. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 4. was developed independently by the Receiving Party without the use of any Confidential Information; or



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5. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law, or as otherwise required by applicable law.

- c) Disclosing Party means the Owner, PHSA, BC Cancer, Infrastructure BC or any Owner Representative.
- d) Owner Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, or any other person contributing to or involved with the preparation or evaluation of Confidential Information, Responses or proposals, as the case may be, or otherwise retained by the Owner, PHSA, BC Cancer or Infrastructure BC in connection with the Project.
- e) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- f) Receiving Party means the Recipient or any Recipient Representative.
- g) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form and a Confidentiality Agreement.
- h) Recipient Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, in connection with the Project.
- i) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7 of the RFQ.

Part 2. Confidentiality

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



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Representative agrees to keep such information confidential and to be bound by the terms contained herein.

Part 3. Ownership of Confidential Information

The Owner owns all right, title and interest (including moral rights) in the Confidential Information.

Part 4. Limited Disclosure

The Recipient may disclose Confidential Information only to those Recipient Representatives who need to know the Confidential Information for a Permitted Purpose and on the condition that all such Confidential Information be retained by each Recipient Representative as strictly confidential. The Recipient will notify Infrastructure BC, on request, of the identity of each Recipient Representative to whom any Confidential Information has been delivered or disclosed.

If the Recipient discloses Confidential Information pursuant to Part 1(b)(5), such disclose shall only be the limited extent necessary.

Part 5. Destruction on Demand

On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its or a Recipient Representative's possession or control constituting or based on the Confidential Information and the Recipient 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 that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

Part 6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner or Infrastructure BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any Recipient 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 Owner may be entitled at law or in equity.

Part 7. Waiver

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

Part 8. Term

Subject to any disclosure requirements under applicable law, and except as otherwise permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement.

Part 9. Severability

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

Part 10. Governing Law

This Agreement shall be governed by and is to be enforced, construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein.

Part 11. Enurement

This Agreement enures to the benefit of the Owner, PHSA, BC Cancer and Infrastructure BC and binds the Recipient and its successors.

RESPONDENT

RESPONDENT REPRESENTATIVE

Name of Firm

Name

Address

Email Address



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Address

Name of Authorized Signatory

Telephone

Signature



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APPENDIX D Response Declaration Form

By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form. Capitalized terms in this Response Declaration Form are defined in Section 7 of this RFQ.

[RFQ Respondent's Letterhead]

Attention: Ariel Lioznyansky

Re: Request for Qualifications: Burnaby Hospital Phase 2 and BC Cancer Centre

[Insert Respondent Name] Response

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

a) Response

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

b) Acknowledgements with Respect to this RFQ



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1. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's table of contents, and any and all Addenda;
2. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation Section 6.7, all documents listed in this RFQ's table of contents, and any and all Addenda;
3. The Respondent's Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
4. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form;
5. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response; and
6. The Respondent acknowledges that the RFQ is not an offer, a tender or a request for proposals.

c) Consent of Respondent Team

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

d) The Respondent Team consists of:



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TABLE 1: FIRM NAMES

Name of Respondent Team Member - Firm	Address	Role on Team

Any firm mentioned in the Response should be included in the table above.

TABLE 2: INDIVIDUAL NAMES

Name of Respondent Team Member - Individual	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the Response should be included in the table above.

RESPONDENT

RESPONDENT REPRESENTATIVE

Name of Firm

Address

Address

Name

Email Address



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Name of Authorized Signatory

Telephone

Signature

Signed by each proposed NOP member of the Respondent in their own names.



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APPENDIX E Relationship Disclosure Form

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

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

- a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.2.
- c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
 1. the Owner;
 2. any listed Restricted Party;
 3. any current shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party;
 4. any former shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
 5. any other person who, on behalf of the Owner or a listed Restricted Party, has been involved in the Single TOC Alliance Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Single TOC Alliance Selection Process.



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Name of Respondent Team Member	Name of Party with Relationship	Details of the Nature of the Relationship with the Listed Restricted Party/Person
e.g., Firm Name Ltd.	Infrastructure BC	Firm Name Ltd. is working with Infrastructure BC on Project X.
e.g., John Smith	Owner Name	Respondent Team member was an employee/advisor to the Restricted Party from _____ to _____)

Name of Respondent

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

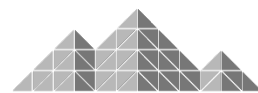
Signature



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APPENDIX F Participation Agreement

[Insert Date]

Attention: Ariel Lioznyansky, Contact Person

Dear Sir:

Re: Burnaby Hospital Phase 2 and BC Cancer Centre– Participation Agreement in respect of the Request for Proposals issued by the Fraser Health Authority on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (RFP)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Proponent Name] (Proponent) and the Owner, pursuant to which the Proponent agrees with the Owner 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 Single TOC Alliance 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:



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- 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 Owner;
- 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; and
- c) that the Owner'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 Owner may in its discretion amend the RFP at any time and from time to time; and
- b) by submitting a Submission 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 Submission.

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 Owner, for any reason, cancels the Single TOC Alliance Selection Process or the



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RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- c) **Severability.** If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- d) **Enurement.** This Participation Agreement enures to the benefit of the Owner 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)



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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, this RFQ or the Single TOC Alliance 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 that:
- 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 or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this 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, or as otherwise required by applicable law;
- b) Disclosing Party means the Owner, PHSA, BC Cancer or any Owner Representatives;



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- c) Owner Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, key individual, or any other person contributing to or involved with the preparation or evaluation of Confidential Information, Responses or proposals, as the case may be, or otherwise retained by the Owner, PHSA, BC Cancer or Infrastructure BC in connection with the Project.
 - d) Permitted Purposes means evaluating the Project, preparing a Submission, and any other use permitted by the RFP or this Participation Agreement;
 - e) Receiving Party means the Recipient or any Recipient Representatives;
 - f) Recipient means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - g) Recipient Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation of Submissions, or otherwise retained by the Recipient in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any Recipient Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any Recipient Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each Recipient Representative agrees to keep such information confidential and to act in accordance with the terms contained herein.
 3. **Ownership of Confidential Information.** The Owner owns all right, title and interest (including moral rights) in the Confidential Information.
 4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those Recipient Representatives who need to know the Confidential Information for the Permitted Purposes and on the condition that all such Confidential Information be retained by each of those Recipient Representatives as strictly confidential. The Recipient will notify Infrastructure BC, on request, of the identity of each Recipient Representative to whom any Confidential Information has been delivered or disclosed.



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If the Receiving Party discloses Confidential Information pursuant to this Schedule 1, such disclosure shall only be to the limited extent necessary.

5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its or any Recipient Representative's possession or control constituting or based on the Confidential Information and the Recipient 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 that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any Recipient 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 Owner 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 Owner will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.
8. **Term.** Subject to any disclosure requirements under applicable law, and except as otherwise permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement



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APPENDIX G Insurance Undertakings – “Wrap-Up” A Commercial General Liability

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

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the
Burnaby Phase 2 and BC Cancer Centre.

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of
Insurance Company²]", do hereby undertake and agree to provide “Wrap-Up”
Commercial General Liability insurance in the amount of TEN MILLION DOLLARS
(\$10,000,000) inclusive per occurrence, TEN MILLION DOLLARS (\$10,000,000)
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) annual aggregate for the Burnaby Hospital Phase 2 and BC
Cancer Centre, subject to underwriting.

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

Dated at _____

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

SIGNED _____

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.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx



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(Name, Title)
(Duly Authorized Representative of Insurance
Company)

[NTD: Depending on the relationship between the
companies, this may be the Insurance Company,
Broker or Managing General Agent (as delegated by
the insurance company)]



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APPENDIX H Insurance Undertakings – Professional Liability

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

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Burnaby Hospital Phase 2 and BC Cancer Centre.

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company³]", do hereby undertake and agree to provide Professional Liability (Errors & Omissions) Insurance with a policy limit of not less than FIFTEEN MILLION DOLLARS (\$15,000,000) inclusive of any one claim and in the aggregate for the BC Hospital Phase 2 and BC Cancer Centre subject to underwriting.

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

Dated at _____

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

SIGNED _____

(Name, Title)
(Duly Authorized Representative of Insurance Company)

³ 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.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx



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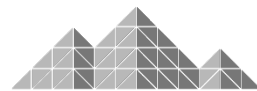
[NTD: Depending on the relationship between the companies, this may be the Insurance Company, Broker or Managing General Agent (as delegated by the insurance company)]



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APPENDIX I Enquiry Form

ENQUIRIES

Burnaby Hospital Phase 2 and BC Cancer Centre

Request Number: _____

Respondent 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:



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APPENDIX J 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 Respondent submitting a Response to the Request for Qualifications for the Burnaby Phase 2 and BC Cancer Centre.

[Insert Respondent Name]

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company⁴]", do hereby undertake and agree to provide Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000) inclusive per occurrence, TEN MILLION DOLLARS (\$10,000,000) 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) annual aggregate for the Burnaby Hospital Phase 2 and BC Cancer Centre, subject to underwriting.

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

Dated at _____

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

SIGNED _____

⁴ 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.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx



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(Name, Title)
(Duly Authorized Representative of Insurance
Company)

[NTD: Depending on the relationship between the
companies, this may be the Insurance Company,
Broker or Managing General Agent (as delegated by
the insurance company)]



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Infrastructure BC