# REQUEST FOR PROPOSALS for THE SURREY OUTPATIENT FACILITY

# VOLUME 2

**RFP Terms and Conditions Including:** 

- Instructions to Proponents
- Submission Requirements
- Evaluation Criteria

Closing Time:	3:00 p.m. (local time)
	Monday, January 28, 2008
<b>Delivery Address:</b>	Partnerships BC
	2320 - 1111 West Georgia Street
	Vancouver, BC, V6E 4M3
Contact Person:	Lisa Cherney
E-mail address:	lisa.cherney@partnershipsbc.ca

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- **APPENDIX B PROPOSAL DECLARATION FORM**
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- APPENDIX F INITIAL DRAFT PROJECT AGREEMENT



# 1. INTRODUCTION

#### 1.1 Purpose of this RFP

The purpose of this Request for Proposals (the "**RFP**") is to invite eligible entities to prepare and submit competitive proposals for the design, construction, financing, and maintenance of a new outpatient facility (the "**Facility**") under a long term project agreement (the "**Project Agreement**") in a process that maintains competitive pressure.

## 1.2 Administration of RFP

Partnerships BC is managing this RFP on behalf of the Authority.

# 1.3 Eligibility to Participate in RFP

The Authority issued a Request for Qualifications (the "**RFQ**") dated March 19, 2007 and selected the following entities to participate in this RFP:

- (a) BC Healthcare Solutions;
- (b) Infusion Health; and
- (c) Plenary Group.

Only these three Proponents, subject to changes in Proponent Team membership as permitted by this RFP, are invited or will be permitted to submit Proposals or otherwise participate in this RFP.

#### 2. RFP PROCUREMENT PROCESS

#### 2.1 Collaborative Discussions

The Authority will conduct a collaborative process to provide the opportunity for all Proponents to have confidential discussions with the Authority during the Proposal preparation stage as follows:

- (a) the Authority will invite each Proponent to meetings between their respective "technical teams" to discuss design, construction and facilities management matters, and any amendments to the performance specifications proposed by a Proponent will be submitted in the form provided at Appendix D to this RFP;
- (b) the Authority will invite each Proponent to review the draft Project Agreement attached as Appendix F to this RFP (the "Initial Draft Project Agreement"), including all Schedules, for the purpose of identifying any issues or provisions that a Proponent would propose to have amended;
- (c) prior to meetings to discuss commercial or legal matters Proponents will be required to submit requested amendments in advance, in the form provided at Appendix D to this RFP, to permit the Authority the opportunity to consider the requests;

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- (d) the Authority will then invite the Proponents to meet separately with the Authority to discuss their comments on proposed amendments to the Initial Draft Project Agreement, and also, as a Proponent may decide, to discuss the acceptability to the Authority of Proposal approaches or solutions that the Proponent is considering for its Proposal;
- the Authority will keep commercially sensitive information received from a Proponent in the meetings confidential, including comments, questions and answers, and will not disclose such information to the other Proponents;
- (f) the Authority will consider all comments and requested amendments received from Proponents in the collaborative meetings and will amend the Initial Draft Project Agreement as the Authority may decide, and then by addendum issue a revised Project Agreement (the "Final Draft Project Agreement") as the common basis for the preparation of all Proposals; and
- (g) an indicative schedule for the collaborative discussions is outlined below. Following the release of the RFP, the Authority will consult with each Proponent to confirm specific dates.

Approximate	Legal/Commercial	Design/Construction	Facilities Management
Timeline			
Week 1		Half Day Meetings with	Half Day Meetings with
		each Proponent	each Proponent
Week 4		Full Day Meetings with	Full Day Meetings with
		each Proponent	each Proponent
	Proponents submit		
Week 6	proponent comments		
	forms		
Week 8	Full Day Meetings with		
	each Proponent to review		
	comments		
Week 10	FHA/PBC issues reply to		
	comments to each		
	Proponent		
Week 11	Proponents submit list of	Full Day Meetings with	Full Day Meetings with
	items for further	each Proponent	each Proponent
	discussion		
Week 12	Full Day Meetings with		
	each Proponent to review		
	comments		
Week 14	FHA/PBC issues Final		
	Draft Project Agreement		
Week 19		PROPOSALS DUE	

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# 2.2 Mandatory Commercial Terms

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

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

# 2.3 Closing

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

# 3. DATA ROOM

# 3.1 Electronic Site

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

# 4. ZONING

# 4.1 Current Zoning on the Lands

The Lands are being transferred from the Ministry of Agriculture and Lands to the Authority by offer of Free Crown Grant.

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On July 9, 2007 the City of Surrey Council gave Third Reading to Rezoning By-law No. 16417 rezoning the subject site from One-Acre Residential Zone (RA) to Comprehensive Zone (CD). Final adoption of the By-law by the City requires:

- (a) ensuring that all engineering requirements and issues including restrictive covenants and rights-of-way are addressed;
- (b) submission of a subdivision plan; and
- (c) submission of a Development Permit application and completion of all necessary revisions to comply with the City's Urban Design Objectives and Guidelines.

The re-zoning application documents, and related City documents including By-law No. 16417, are available in the Data Room.

# 4.2 **Project Co's Zoning Responsibilities**

Project Co will have the responsibility to obtain the Development Permit and all other approvals required for the construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning. Project Co will have the responsibility to obtain approval for any zoning modifications required to accommodate a proposed design.

# 4.3 Site Access

The City of Surrey is planning a road realignment of 140<sup>th</sup> Street at the intersection of Fraser Highway. There will be an access point to the Facility site, as well as a bus stop. Design concepts will need to take into account the City's requirement for a new alignment of 140<sup>th</sup> Street.

# 4.4 Construction of Green Timbers Way

Project Co will have the responsibility to coordinate the design and construction of upgrades to Green Timbers Way. Project Co will be required to obtain competitive prices from arms length designers and construction contractors for the works. The Authority will pay Project Co for these works on a cost-plus basis.

# 5. EQUIPMENT, SERVICES AND ENERGY

# 5.1 Equipment

Under the Project Agreement Project Co will be required to design and construct the Facility to accommodate specified equipment (including medical equipment and furniture) that the Authority will require in order to provide healthcare services. The Authority has categorized the equipment for the Facility (see Schedule 2H [Equipment List] of the Initial Draft Project Agreement) as summarized in the table below. (See Section 2.3.14 of Appendix A of this RFP).



Equipment Category	Equipment Type	Funding	Procuremen t	Installation / Commissioning	Priced Option
A1	Medical Equipment with a material impact on Facility design	Cash allowance from Authority	Project Co	Project Co	Project Co to fund and include in separate Payment over 10 years
A2	Medical Equipment with no material impact on Facility design or construction	Authority to purchase	Authority	Authority	<ul> <li>(i) Project Co to procure and install / commission with Authority to provide cash allowance</li> <li>(ii) Project Co to fund</li> </ul>
					and include in separate Payment over 10 years
В	Furniture	Project Co to purchase and include in Service Payment	Project Co	Project Co	None
С	Information Manageme nt Technology End Use Devices	Authority to purchase	Authority	Authority	None
D	Start-Up Equipment	Authority to purchase	Authority	Authority	None

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# 5.2 Services

Over the Term of the Project Agreement, Project Co will be required to provide:

- (a) Plant Services (see Section 5.1 of Schedule 4 to the Initial Draft Project Agreement);
- (b) Housekeeping and Waste Management Services (see Section 5.2 of Schedule 4 to the Initial Draft Project Agreement);
- (c) Help Desk Services (see Section 5.3 of Schedule 4 to the Initial Draft Project Agreement); and
- (d) Parking Services (see Section 5.5 of Schedule 4 to the Initial Draft Project Agreement).

# 5.3 Retail Management Services

The Authority desires the option to either:

- (a) have the Authority be responsible to manage the retail space in the Facility itself, and retain all leasing revenue; or
- (b) have Project Co provide retail management services, with leasing revenue shared between the Authority and Project Co.

(See Section 3.12 of Appendix A of this RFP).

#### 5.4 Energy Considerations

The Initial Draft Project Agreement defines two energy-consumption standards:

(a) Design and Construction Energy Guarantee

The Project Agreement will specify that the Facility should be designed and constructed to meet a maximum energy consumption target not to exceed 1.6 GJ/m2. (See Section 3.10 of Appendix A of this RFP). If the target is not achieved then Project Co will either at its cost modify the Facility as required or Project Co may propose making a lump sum payment to the Authority. (See Section 3.4 of Appendix 8C of the Initial Draft Project Agreement.)

#### (b) Operating Period Energy Guarantee

The energy consumption data of the Facility in the first two years after Service Commencement will be used by Project Co to prepare a model to predict targeted energy consumption for the next five years. Outside of a range of tolerance, the Project Agreement will provide for 50% sharing of energy costs between Project Co and the Authority, based on actual energy market prices paid in the relevant year. (See section 5 of Appendix 8C of the Initial Draft Project Agreement.)

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# 6. AFFORDABILITY

# 6.1 Annual Affordability Ceiling

The maximum annual payment the Authority has available to pay Project Co under the Project Agreement (the "**Annual Affordability Ceiling**" or the "**AAC**") is expressed in Canadian dollars and is inclusive of all taxes except GST. The AAC for the first full year of operations of the Facility, estimated to be financial year ending 31 March 2011, is \$13.9 million (nominal). The first full year of operations for this Project is assumed to be the year ending 31 March 2011.

# 7. PROPOSAL REQUIREMENTS

# 7.1 Participation Agreement

As a condition of participating in this RFP process, each Proponent has signed and delivered a Participation Agreement to the Contact Person.

# 7.2 Proposal Form and Content

Proposals should be in the form and include the content as described in Appendix A to this RFP.

# 7.3 Pricing Schedules

Proposals should include completed pricing schedules as included in Appendix A to this RFP.

#### 8. SUBMISSION INSTRUCTIONS

#### 8.1 Closing Time and Delivery Address

Proposals must be received at the Delivery Address before the Closing Time. Proposals received after the Closing Time will not be considered and will be returned unopened.

#### 8.2 No Fax or Email Submission

Proposals submitted by fax or email will not be accepted.

#### 8.3 Number of Copies

Proponents should submit five (5) hard copies and two (2) electronic copies (CD) of the Proposal in an envelope clearly marked "Surrey Outpatient Facility Request for Proposals".

#### 8.4 Language of Proposals

Proposals must be in English.

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# 8.5 Receipt of Complete RFP

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

# 8.6 Enquiries

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

- (a) the Contact Person will respond in writing;
- (b) enquiries to and responses from the Contact Person will be recorded;
- (c) a Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry is commercially confidential to it; if the Contact Person decides that an enquiry or the Authority's response must be distributed to all Proponents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) subject to Section 8.6(c), any enquiry and response may in the Contact Person's discretion be distributed to all Proponents, or the Contact Person may keep either or both the enquiry and response confidential if in the judgment of the Contact Person it is fair and appropriate to do so.

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

# 8.7 Electronic Communication

The Contact Person will not respond to any communications sent by fax.

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

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - (1) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or

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- (2) if a permitted email communication or delivery is not received by the Authority or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with or delivery of documents to the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

# 8.8 Addenda

The Authority may, in its absolute discretion through the Contact Person, amend this RFP at any time before the Closing Time by issuing a written addendum. Written addenda are the only means of <u>amending or clarifying this RFP</u>, and no other form of communication whether written or oral, including written responses to enquiries as provided by Section 8.6, will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFP. The Authority will send a copy of any Addendum to all Proponents.

# 8.9 Inconsistency Between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Authority to Proponents and the digital, electronic or other computer readable form, the paper form of the document will prevail.

# 8.10 Amendments to Proposals

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

# 8.11 Changes to Proponent Team

If for any reason a Proponent wishes or requires to change a member of its Proponent Team after it was selected by the Authority under the RFQ, or to include new members on its team, then the Proponent must submit a written application to the Authority for approval. The Authority, in its absolute discretion, may grant or refuse an application under this section and in exercising its discretion the Authority will consider the objective of achieving a competitive procurement process that is not unfair to the other short-listed Proponents. For clarity:

- (a) the Authority may refuse to permit a change to the membership of a Proponent's team if:
  - (1) the change would in the Authority's judgement result in a weaker team than the originally short-listed Proponent Team; or
  - (2) the evaluation of the new team, using the evaluation criteria described in the RFQ, would rank them lower than a Proponent that was not included on the short-list;

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(b) the Authority may, in the exercise of its discretion, permit any changes to a Proponent's team, including changes as may be requested arising from changes in ownership or control of a Proponent or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the short-listed Proponent.

# 8.12 Material Change After RFP Closing Date

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or its financial capability.

# 8.13 Validity Period for Proposals

Proposals, including all prices, will be valid for a period of no less than 90 days from the Assumed Financial Close Date, as confirmed or adjusted pursuant to Section 1.4.2(e)(4) of Appendix A to this RFP.

# 9. EVALUATION

# 9.1 Evaluation Committee

The evaluation of Proposals to identify the Preferred Proponent will be carried out by a committee appointed by the Authority (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the Authority.

#### 9.2 Evaluation Criteria

The Evaluation Committee will evaluate Proposals by application of the Evaluation Criteria as set out in Appendix A. The Evaluation Committee will apply the Evaluation Criteria to select the Proposal that the Evaluation Committee judges to be the most advantageous to the Authority. The value for money offered by each Proposal will be assessed through a net present value evaluation. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal to determine the most advantageous Proposal.

#### 9.3 Affordability

The Evaluation Committee may disregard any Proposal that does not meet the Annual Affordability Ceiling as described in Section 6, notwithstanding the evaluation of that Proposal under Section 9.2.

#### 9.4 Evaluation and Selection

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

 (a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, including its directors /

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officers and Key Individuals, conduct any background investigations that it considers necessary, and rely on and consider any relevant information from such cited references and background investigations in the evaluation of Proposals;

- (b) seek clarification of a Proposal from any or all Proponents and consider such supplementary information in the evaluation of Proposals;
- (c) request interviews / presentations with any, some or all Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, and consider any supplementary information from interviews / presentations in the evaluation of Proposals; and
- (d) decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be selected as the Preferred Proponent.

# 10. SELECTION OF PREFERRED PROPONENT AND AWARD

# 10.1 Selection and Award

The Evaluation Committee will recommend the Preferred Proponent to the Authority. The Authority will have the authority to invite the Preferred Proponent to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

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

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

# 10.2 Compensation for Participation in RFP / Break Fees

If the Authority exercises its rights under section 11.1 of the RFP to terminate the RFP process prior to entering into the Project Agreement with a Proponent, the Authority will pay a fee (the "**Break Fee**") to each Proponent in an amount equal to the lesser of:

(a) the actual reasonable costs incurred by the Proponent in preparing its Proposal from and after the date of the execution of the Participation Agreement; or

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(b) CDN \$250,000 (inclusive of any GST payable).

Upon execution of the Project Agreement, the Authority will pay \$250,000 (inclusive of any GST payable) to each unsuccessful Proponent that submits a bona fide Proposal.

# 10.3 Debriefs

The Authority will upon request from an unsuccessful Proponent, following the selection of the Preferred Proponent, conduct a debriefing for that unsuccessful Proponent. In a debriefing the Authority will discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Authority will not disclose or discuss any confidential information of another Proponent.

# 11. RFP TERMS AND CONDITIONS

# 11.1 No Obligation to Proceed

Not withstanding Section 10.1, this RFP does not commit the Authority in any way to proceed to select a Preferred Proponent or award a Project Agreement and the Authority reserves the complete right to at any time reject all Proposals, and to terminate the RFP and proceed with the Project in some other manner.

# 11.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of or under the control of the Authority are subject to the Freedom of Information and Protection of Privacy Act ("**FOIPPA**") and other applicable legislation. Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

#### 11.3 Cost of Preparing the Proposal

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

#### 11.4 Confidentiality of Information

All information pertaining to the Project received through participation in this RFP is confidential and may not be disclosed without the written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority.

#### 11.5 Reservation of Rights

The Authority reserves the right, in its sole and absolute discretion, to:

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- (a) amend the scope of the Project, modify, cancel or suspend the RFP process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) not accept any or all Proposals;
- (e) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP; and / or
- (g) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents who submitted a Participation Agreement.

# 11.6 Partnerships BC Projects

The Authority may at any time, including without limitation for purposes of evaluation and negotiation, take into account any relevant information that becomes available to it from any source. Without limiting the foregoing, the Authority has engaged Partnerships BC, which is currently engaged in two other health care projects as well as projects in other sectors, and the Authority may receive information in respect of those other projects which may be relevant to Proponents or Proponent Team members. Subject to the Section 2.1 of this RFP, the Authority may share information that is available from this Project with Partnerships BC and other projects. The Authority assumes no responsibility to identify relevant information from other projects and Proponents remain fully responsible to submit a complete Proposal.

#### 11.7 Ownership of Proposal

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

#### 11.8 Relationship Disclosure and Review

In order to guard against a Proponent being in a conflict of interest or having an unfair advantage:

(a) <u>Relationship Disclosure Form:</u> Proponents will be required to provide sufficient information to permit the Authority to be satisfied that no member of a Proponent's Team has a conflict of interest or unfair advantage, and for that purpose Proponents should submit the Relationship Disclosure Form attached as Appendix C with its Proposal;

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- (b) <u>Restricted Parties:</u> The Authority may, from time to time, issue a list of persons, firms or organizations who are Restricted Parties because of their involvement in the Project. The following parties are Restricted Parties:
  - (1) Partnerships BC;
  - (2) Bull, Housser and Tupper LLP;
  - (3) Ernst and Young Orenda Corporate Finance Inc.;
  - (4) IBI+HDR;
  - (5) Spiegel Skillen + Associates Limited;
  - (6) Marshall Macklin Monaghan Limited;
  - (7) Sterling Planning Alliance;
  - (8) Hayward and Associates.

The Authority may, in its sole and absolute discretion, disqualify a Proponent that uses a Restricted Party:

- (A) to advise the Proponent respecting the Proponent's participation in the RFP; or
- (B) as an employee, advisor or consultant to the Proponent or a Proponent Team member.
- (c) <u>Request for Advance Opinions:</u> A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is or may be unacceptable because of a conflict of interest or unfair advantage should at the earliest opportunity advise the Contact Person, with details, including:
  - (1) names and contact information of the Proponent and the person or firm for which the advance opinion is requested;
  - (2) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
  - (3) a description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage.
- (d) <u>Exclusivity:</u> Key Individuals and Equity Providers may only participate as members of one Proponent Team.

#### 11.9 Fairness Advisor

The Authority has appointed Mr. John Singleton, QC (the "**Fairness Advisor**") to monitor the evaluation process undertaken by the Evaluation Committee. The Fairness Advisor will provide a written report to the Authority, and the Authority will make any such report available publicly.

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The Fairness Advisor will be:

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

#### 12. INTERPRETATION

#### 12.1 Definitions

In this RFP:

"Addenda" or "Addendum" means an amendment to this RFP issued by the Contact Person as described in Section 8.8;

"Annual Affordability Ceiling" or "AAC" has the meaning set out in Section 6.1;

"Assumed Financial Close Date" has the meaning set out in Section 1.4.1 of Appendix A to this RFP;

"Authority" means Fraser Health Authority;

"Base Date" has the meaning set out in Section 1.4.1 of Appendix A to this RFP;

"Break Fee" has the meaning set out in Section 10.2 of this RFP;

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

"Closing Time" means the time indicated as such on the RFP cover page;

"Contact Person" means the person identified as such on the RFP cover page;

"Data Room" has the meaning set out in Section 3.1;

"Delivery Address" means the delivery address identified as such on the RFP cover page;

"Equity Providers" means the entities identified as such in the Proponent's Proposal;

"Evaluation Committee" has the meaning set out in Section 9.1;

"Evaluation Criteria" means the criteria referred to in Appendix A to this RFP;

"Facility" has the meaning set out in Section 1.1;

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"Fairness Advisor" means the person described in Section 11.9;

"Final Draft Project Agreement" has the meaning set out in Section 2.1(f);

"**Financial Close**" means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied;

"FOIPPA" has the meaning set out in Section 11.2;

"Initial Draft Project Agreement" has the meaning set out in Section 2.1(b);

"Key Individuals" means the persons identified as such in the Proponent's Proposal;

"Lands" means a portion of Parcel Identifier 027-060-411being a portion of 9750 140<sup>th</sup> Street;

"Partnerships BC" means Partnerships British Columbia Inc.;

"Participation Agreement" means an agreement in the form of Appendix E to this RFP;

"Preferred Proponent" means the Proponent selected by the Authority pursuant to this RFP;

"**Project**" means the design, construction, financing, commissioning and maintenance of the Facility and all other works ancillary to the Facility in accordance with the Project Agreement;

"Project Agreement" has the meaning set out in Section 1.1;

"Project Co" means the entity that enters into the Project Agreement with the Authority;

"Proponent" means one of the entities identified in Section 1.3;

"Proponent Team" means the Proponent, Equity Providers, and Key Individuals;

"Proposal" means a proposal submitted in response to this RFP;

"Proposal Declaration Form" means the form attached as Appendix B to this RFP;

"Relationship Disclosure Form" means the form attached as Appendix C to this RFP;

"**Restricted Party**" means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the RFP or the design, planning or implementation of the Project, and who may provide a material unfair advantage or material confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents;

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"RFP" has the meaning set out in Section 1.1, and includes all Appendices; and

"RFQ" has the meaning set out in Section 1.3.

# 12.2 Interpretation

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

- each reference to a Section or Appendix is a reference to a Section of or Appendix to this RFP;
- (b) each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be;
- (c) all monetary amounts are expressed in Canadian Dollars; and
- (d) the words "include", "includes" or "including" are to be construed as meaning "include without limitation", "includes without limitation" or "including without limitation", respectively.

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# Appendix A – Proposal Requirements, Pricing Schedules and Evaluation Criteria

#### Contents:

This Appendix includes:

- A. Proposal Requirements (Reference Section 7.2 of the RFP): beginning on page 1;
- B. Pricing Schedules (Reference Section 7.3 of the RFP): beginning on page 34;
- C. Evaluation Criteria (Reference Section 9.2 of the RFP): beginning on page 46.

# A. <u>PROPOSAL REQUIREMENTS</u> (Reference Section 7.2 of the RFP)

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

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

COVER LETTER	
Cover letter	Proponents should provide a cover letter that includes or attaches:
	(a) The completed Proposal Declaration Form; (Reference Appendix B to this RFP);
	(b) Confirmation of the Company / Firm name, Key Individuals and significant team members for each of the following:
	(1) Consortium / Lead;
	(2) Equity Providers;
	(3) Design Team;
	(4) Construction Team;
	(5) Facility Management Team;
	(6) Financial Advisor;
	(7) Legal Advisor; and
	(8) Other(s) (please specify);
	Note: If there have been any changes to team members or Key Individuals as were specified in the Proponent

	Submission under the RFQ then any such changes should be approved by the Authority. (Reference Section 8.1) of the RFP)
	(c) Name and contact details for the Proponent's representative (to be the Proponent's point of contact with the Authority):
	(1) Name;
	(2) Employer;
	(3) Mailing / Courier address;
	(4) Telephone number;
	(5) Facsimile number;
	(6) E-mail address; and
	(7) Website address.
PROPOSAL	
Structure of Proposals	

For ease of review and evaluation Proposals should be prepared in three Packages:

- 1. Package 1 (Commercial and Financial Proposal);
- 2 Package 2 (Design and Construction Proposal); and
- 3. Package 3 (Services Proposal).

PACKAG	PACKAGE 1 – Commercial and Financial Proposal			
Section No.	Title	Proposal requirements		
1.1	Structure of Proje	Structure of Project Co and relationship with the Authority		
1.1.1	Structure of Project Co	<ul> <li>(a) Describe (up to approximately 1000 words) the legal structure of Project Co and the existing or anticipated contractual relationship between Project Co team members.</li> </ul>		
1.1.2	Relationship with the Authority	(a) Describe (up to approximately 1000 words) the management structure of and Key Individuals within Project Co and their roles in interacting with the Authority.		

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Section No.	Title	Pro	oposal requirements
1.2	Project Agreemen	t	
1.2.1	Final Draft Project Agreement	(a)	Confirm that the terms of the Final Draft Project Agreement are acceptable to the Proponent and its Project Contractors; or
		(b)	Describe any requested amendments to the Final Draft Project Agreement (use Proponent Comment Form Appendix D to this RFP):
			(1) A detailed list of all requested amendments;
			(2) Reasons for each requested change; and
			(3) Suggested revised drafting.
1.2.2	Proponent's Lender(s)	(a)	Provide a letter from each Proponent's Lender that confirms Lender's Counsel has reviewed the Final Draft Project Agreement and that the Proponent's response to 1.2.1 includes or reflects the Lender's requirements.
			The Authority wishes to reach Financial Close as soon as possible after identifying the Preferred Proponent and as such does not wish to enter into any further negotiations following the issue of the Final Draft Project Agreement and accordingly a Proposal should include fully committed offers of finance as follows:
			(1) To be considered a fully committed Offer of Finance the Proponent should include as part of Package 1 a letter from its Lender's credit committee, addressed to the Authority, confirming the Lender's commitment to provide the Authority with a fully committed Offer of Finance and further confirming that the proposed financing has received a necessary credit approvals including approval by its credit committee. In addition, the letter should contain the wording:
			"the credit committee expressly confirms that no further due diligence is required by us in connection with or a a condition of the provision of financing pursuant to our above-referenced financing commitment";
			(2) The written commitment should outline in detail the terms of the financing to be provided to the Proponent and should evidence the Lenders' agreement to underwrite the amount, structure and pricing of such financing;
			(3) Within three Business Days of being selected as the Preferred Proponent the Proponent should provide to the Authority a letter, executed by a senior officer of its Lender and addressed to the Authority, stating substantially a follows:
			"Attached hereto is a copy of our financing commitment provided on [insert date] to [name of Proponent] which we confirm is subject only to the following:

PACKAG	E 1 – Commerci	ial and Financial Proposal
Section No.	Title	Proposal requirements
		(i) . No material adverse change has occurred between the date of our underwriting commitment and Financial Close in the international or domestic money, debt, bank or capital markets; or
		(ii) No major disabling event or circumstance has occurred relating to the Project, between the date of our commitment and Financial Close, which could not have been reasonably prevented or foreseen by and is beyond the reasonable control of [name of Proponent] and which [name of Proponent] can demonstrate to the Authority, acting reasonably, would substantially frustrate or render it impossible for [name of Proponent] to perform its obligations under the Project Agreement for a continuous period of not less than 180 days."
1.2.3	Project Contractors	(a) Provide at a minimum draft heads of agreement executed by all applicable parties for all major contractors, including design, construction, operation, maintenance and lifecycle.
1.3	Commercial Issu	es
1.3.1	Added benefits	(a) Summarize any commercial opportunities related to the Project that the Proponent would be interested in including in the Project Agreement that would offer both the Proponent and the Authority additional benefits.
1.4	Financial	
1.4.1	Assumptions as b	asis for Financial Submission
	Key dates	(a) The Proponent should use an assumed date of 28 January, 2008 as the basis for developing their Financial Proposal (the " <b>Base Date</b> ");
		(b) The Proponent should use an assumed date of 18 April, 2008 for Financial Close (the "Assumed Financial Close Date").
	Currency	(a) Provide prices as of the Base Date in Canadian dollars.
	Inflation	<ul> <li>(a) Assume that an element of the Service Payment will be indexed using the CPI in accordance with Schedule 8 [Payments] to the Final Draft Project Agreement. For evaluation purposes, assume CPI at a rate of 2.0% per annum and indexation will be applied on an annual basis starting on April 1 and ending on March 31. The Authority is prepared to pay indexation only on:</li> </ul>
		(1) Service costs;
		(2) Lifecycle costs;
1		(3) Other operating costs, including Project Co's management and direct operating costs; and

Section No.	Title	cial and Financial Proposal           Proposal requirements			
		(4) The ASP should be level in real terms for the entire Operating Period, in particular a Proponent may not propose a sculpted payment to meet its lifecycle profile.			
	Interest rates	<ul> <li>(a) The Proponent should provide to the Authority's Contact Person two weeks prior to the Closing Time the benchmark rate(s) that it will use in its Proposal. Based on the information provided by the Proponent, the Authority will verify within three days, the benchmark rate(s) that the Proponent is to use in preparation of its Package 1;</li> </ul>			
		(b) When providing the benchmark rate(s), Proponents should provide the benchmark rate(s) as priced at 10.00 a.m. EST two weeks prior to the Closing Time and all supporting information (including the screen from which the benchmark rate was extracted, the average life and / or drawdown and repayment profile) that would allow the Authority to verify the reference interest benchmark rate(s);			
		(c) The Authority will verify the reference interest benchmark rate(s) for the Proponent to take account of the financing structure of the Proposal. The Authority will verify the respective benchmark rate(s) to each Proponent independently;			
		(d) The rate(s) provided by the Authority will be used in the calculation of the Proponent's Service Payment;			
		(e) The Proponent should provide full details and explanations of any credit spread, Lenders' margins and other adjustments to benchmark rate(s) that the Proponent considers appropriate.			
	Discount rate	(a) For the purposes of the NPV calculation, Proponents should use 8.04% real.			
	Тах	(a) The Proponent should provide full details of its taxation assumptions to demonstrate that the Proponent has given full consideration to all tax implications in preparing its Proposal.			
	Payment mechanism	<ul> <li>(a) The payment mechanism as described in Schedule 8 [Payments] should be used without modification to calculate the Proponent's Service Payment, as defined in Schedule 8 [Payments]. For the purposes of modelling, Proponents should assume 100% performance and availability.</li> </ul>			
	Refinancing	(a) The Proponent should describe any plans for refinancing. If a Proponent plans to refinance debt, provide full details including assumptions about:			
		(1) The structure and the timing of refinancing;			
		(2) Interest rates;			
		(3) Margins;			

Section No.	Title	Proposal requirements
		(4) Timing of repayments;
		(5) Reserve accounts; and
		(6) Cover ratios.
1.4.2	Financing plan	(a) The Proponent should demonstrate that it has the capacity to finance the Project from Design and Construction through the full Operating Period to the end of the Term;
		<ul> <li>Provide a full description of a complete financing plan for the Project Agreement, including the amounts and timing of required funds through Design, Construction and the complete Operating Period, including all the Services and the Life Cycle Requirements;</li> </ul>
		(c) The sources of funds should match the demand for funds throughout both the Construction Period and the Operating Period. The Proponent's Financing Plan should demonstrate the sources of finance and the level of commitment of the financing and include the level of information specified below:
		<ul> <li>Full details of each source of financing, including equity, any construction or standby facilities, subordinated debt, capital markets debt, variation facilities and internally generated funds (separated into interest earned on deposits, reserve accounts, and third party income);</li> </ul>
		(2) Identification and credit status of each investor and the amount to be provided by each investor, including yields or returns;
		<ul> <li>(3) For each investor subscribing equity or quasi-equity, details about the availability of equity / quasi-equity finance, including, as applicable, copies of all relevant agreements and board minutes approving the quantum of equity / quasi-equity to be provided;</li> </ul>
		<ul> <li>If guarantees are to be provided as part of the financing package, written confirmation by each shareholder's parent company, stating that it is able to provide a parent company guarantee in relation to the availability of the equity / quasi-equity for the Project, and that it has adequate funds available;</li> </ul>
		(5) If any equity or quasi-equity finance is to be raised from external sources, specify such sources and provide written confirmation from the providers as to their willingness to provide funding and the amount of funding available; and
		(6) Full description (including, where applicable, copies of all relevant agreements) evidencing and confirming the extent of support (including performance guarantees) that is to be provided in respect of the obligations and liabilities of Project Co by each of Project Co's shareholders, subcontractors and associated third parties,

PACKAG	PACKAGE 1 – Commercial and Financial Proposal					
Section No.	Title	Proposal requirements				
		including details of any parent and ultimate parent company involvement in any and all such elements of support;				
		(d) Term sheets for all the financing providers including:				
		(1) The identity of the arranger or underwriter;				
		(2) Type of financing facility;				
		(3) Purpose of facility;				
		(4) Availability period;				
		(5) The amount of financing proposed or committed and currency in which it is to be provided;				
		(6) The drawdown schedule;				
		(7) Details of grace periods, including duration and contingency;				
		(8) Repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);				
		(9) Details of the performance security package to be provided by each of the Project Contractors, including details of letters of credit or other security, bonding or guarantee requirements and costs (from either parents or third parties);				
		(10) Arrangement, underwriting, commitment, agency and all other fees;				
		(11) Interest rates (whether fixed or floating) specifying base rate, other credit spreads and all margins and including any ratchet mechanism;				
		(12) Requirements for reserve accounts;				
		(13) Any proposed hedging arrangements in respect of interest rates;				
		(14) Events of default and other similar arrangements;				
		(15) Step-in arrangements;				
		(16) Conditions precedent;				
		(17) Due diligence requirements;				
		(18) Any other restrictions, requirements or conditions that may materially impact the Proponent's ability to raise financing or drawdown on committed financing after Financial Close;				

Section	Title	Proposal requirements			
No.			poour		
			(19)	If the Financing Plan is dependent on a credit rating, an indicative credit rating from one or more credit reference agencies;	
			(20)	A confirmation letter from the Proponent's Financial Advisor stating that the Financing Plan is achievable and robust;	
			(21)	Details of any working capital requirements and details of how these requirements will be met;	
			(22)	Details of any standby facilities provided to satisfy the requirements of the Project Agreement; and	
			(23)	To the extent that other forms of finance, other than debt and equity, are to be used the Proponent is to provide appropriate details equivalent to those requested above for equity and debt finance;	
		(e)		le clear and express written statements of support directly from all proposed Lenders (including equity providers) should confirm:	
			(1)	The Lender has reviewed and accepted the Financial Model (stating version number);	
			(2)	The level of approval obtained from the Lender and any and all conditions which must be satisfied before the funding will become committed;	
			(3)	The process necessary to provide committed funds at Financial Close and the likely timetable for that process; and	
			(4)	That the funds can be committed within the timetable for the Project, including the Assumed Financial Close Date, or if such date(s) cannot be met then specify the date(s) by which funding will be committed;	
		(f)	Descr over v	ibe and provide details of proposed interest rate hedging strategy, if any, that may be used, including the time period /hich a hedge is expected to be in place and the proportion of the debt repayments that are to be hedged.	
1.4.3	Financial model	(a)	Agree	le the Excel spreadsheet model used and which is proposed to become the Financial Model under the Project ment. The file should include a print option macro and should allow the viewer access to all internal formulae, data ssumptions together with a full print out of all model sheets.	
1.4.3.1	General model requirements	( )	The P	roponent's Financial Model should:	
			(1)	Provide financial projections (cost and revenue projections) on a semi-annual basis (for each period ending March 31 and September 30) from Financial Close until the end of the Project Term;	
			(2)	Be expressed in Canadian dollars and be able to be presented in both real terms and nominal terms;	

Section No.	Title	Pro	posal	requir	ements
			(3)	Includ	e a print option macro; and
			(4)	There	should be no circular references or balancing numbers and no input numbers in the calculation worksheets.
1.4.3.2	Specific model	(a)	The pr	oposed	Financial Model should include and provide:
	requirements		(1)	Assun	nption schedules:
				(i)	Capital and operating costs;
				(ii)	Taxation;
				(iii)	Payment mechanism; and
				(iv)	A scenario control sheet;
			(2)	Outpu	ts:
				(i)	A schedule of payments by the Authority that sets out the expected date of payment and the amount to be paid by the Authority, in both real and nominal terms;
				(ii)	The proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid;
				(iii)	The calculation of Project returns for the different elements of financing;
				(iv)	Projected income statements;
				(v)	Projected balance sheet;
				(vi)	Cash flow projections;
				(vii)	Cash cascade in order of seniority (which should be consistent with any funding term sheets); and
				(viii)	Supporting schedules;
		(b)	The pr	oposed	Financial Model should produce the following outputs:
			(1)	Projec	t internal rate of return (IRR), before financing and tax, in both real terms and nominal terms;
			(2)		n on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that orates all sub-senior debt finance;
			(3)	Debt t	o equity ratio at the time of Financial Close and at Service Commencement, defined as total financial debt

PACKAG	PACKAGE 1 – Commercial and Financial Proposal						
Section No.	Title	roposal requirements					
		divided by total shareholders funds;					
		(4) Drawdown schedules, including dates and amounts for all sour	ces of finance on a semi-annual basis;				
		(5) Weighted average cost of capital at Assumed Financial Close I	Date;				
		<ul> <li>Annual debt service cover ratio and loan life cover ratio for each average ratios;</li> </ul>	h year of the Project Term, with minimum and				
		<ul> <li>Any other ratios that are considered relevant to the proposed fin agreements;</li> </ul>	nancial structure, financial covenants or financing				
		(8) The precise timing of any equity injections and details of the ph	asing, if appropriate;				
		<ul> <li>(9) NPV of real Service Payments, assuming no deductions for una the Project IRR and the Discount Rate in Section 1.4.1;</li> </ul>	availability or poor performance, discounted at both				
		(10) Summary financial statements, in nominal terms only, for each Canadian Generally Accepted Accounting Practice (GAAP);	year of the Project Term, in accordance with				
		(11) The construction price that is included in the Financial Model w construction price at Assumed Financial Close Date;	ill be the Proponent's estimated out-turn				
		(12) A breakdown of development costs;					
		(13) Revenues and costs on a semi-annual basis;					
		(14) Services costs;					
		(15) Lifecycle costs;					
		(16) A breakdown of Project Co revenues and costs;					
		(17) Other operating costs;					
		(18) Net income from income generation activities, analyzed by activities	vity; and				
		(19) Revenue and capital flows.					
1.4.3.3	Financial Model Data Book	<ul> <li>The Proponent should provide a detailed and comprehensive Financial using the Financial Model, including:</li> </ul>	Model specification booklet, with instructions for				

Section	Title	ercial and Financial Proposal Proposal requirements			
No.	The				
		(1) How changes to input variables should be entered;			
		(2) How to run the model following changes to inputs;			
		(3) How to run sensitivities;			
		(4) Details of all macros, if any, contained in the model;			
		(5) How to print key reports and the entire model;			
		(6) Details of the optimization procedure; and			
		(7) Construction of the model, including contents list of sheets and data contained within;			
		(b) As part of the Financial Model specification booklet, the Proponent should provide full details of the model inputs which identifies and includes:			
		(1) For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans;			
		(2) Capital and operating cost schedules;			
		(3) Macro-economic assumptions, including interest and inflation rates;			
		(4) Taxation assumptions;			
		(5) The assumptions made in relation to the GST and PST liabilities and recoverability;			
		(6) Accounting policies, including depreciation by asset type, and working capital requirements;			
		(7) All other assumptions that have been necessary in order to construct the Financial Model; and			
		(8) The Inputs Data should be consistent with, and reconcile to, the Financial Model.			
1.4.3.4	Sensitivity analyses	(a) As part of the review and evaluation of Proposals, Proponents should provide the sensitivities listed below. The Authorit reserves the right to request additional sensitivities:			
		(1) Inflation:			
		(i) at 1% (for whole Project);			
		(ii) at 3% (for whole Project); and			

			ancial Proposal		
Section No.	Title	Proposal requirements			
			(iii) at 5% (for whole Project);		
		(2)	Interest costs:		
			(i) 0.5% reduction in the benchmark rate; and		
			(ii) 0.5% increase in the benchmark rate.		
1.5	Insurance				
1.5.1	Insurance	(a) Prop	onents should include:		
		(1)	Quotations from insurers qualified in British Columbia setting out the premiums for, and terms and conditions of, the Construction GGL Policy and the Construction Property Policy as described in Schedule 5 [Insurance Requirements]; and		
		(2)	A completed "Construction Insurance Underwriting Questionnaire" together will all supporting documents.		

Section No.	Title	Pro	posal	requirements
2.1	Compliance with So	hedule 3	[Desig	n and Construction Requirements]
2.1.1	Compliance with	(a)	Confi	m compliance of the Proposal with Schedule 3 [Design and Construction Specifications];
	Schedule 3	(b)	List and describe any amendments to Schedule 3 [Design and Construction Requirements] that the Proponent requires to be varied together with an explanation of the reason for the variation. (use Proponent Comments Form Appendix D to this RFP).	
2.2	Project delivery			
2.2.1	Design approach	(a)	Descr	ibe (up to approximately 1000 words) the Proponent's management plan for the Project presenting:
			(1)	Design methodology and general approach;
			(2)	How consideration of the Services will be integrated into the Design;
			(3)	Any material Design constraints;
			(4)	Quality control procedures that will be implemented with respect to Design; and
			(5)	Proposed work plan, identifying milestone dates and review activities and requirements for Authority interaction;
		(b)	Provi	de:
			(1)	An organizational chart, including all sub-consultants, indicating reporting relationships between key elements of the Design; and
			(2)	Curricula vitae and information on the experience of key design personnel on healthcare projects of a similar size and nature;
		(C)	Descr	ibe (up to approximately 1000 words) the process for managing approvals including:
			(1)	Municipal approvals;
			(2)	Move in and commissioning;
			(3)	LEED Certification; and
			(4)	Any other necessary approvals;
		(d)	Descr	ibe (up to approximately 1000 words) the Proponent's approach to working with the Authority during the Design

Section No.	Title	Proposal requirements	
		phase, in particular:	
		(1) Pursuant to Schedule 2 Appendix 2E and Appendix 2F, how user groups will be engaged / involved in Des	sign;
		<ul> <li>pursuant to Schedule 2 Appendix 2E and Appendix 2F, the process for dealing with issues emerging durin Design;</li> </ul>	ng
		(3) how the Proponent will preserve sufficient flexibility in the initial design submitted in response to the RFP t accommodate modifications during the detailed Design phase.	to
2.2.2	Design principles	a) Describe (up to approximately 1000 words) how the Proposal satisfies the Authority's design principles described Schedule 3 [Design and Construction Specifications], in particular how the design will address:	l in
		(1) Infection control;	
		(2) Occupational health;	
		(3) The provision of an environmentally friendly / high performance building ;	
		(4) Accessibility and elder care;	
		(5) Cultural sensitivity;	
		(6) Bariatrics; and	
		(7) Flexability and expandability.	
		b) Identify and describe (up to approximately 1000 words) any features of the design and construction of the Facility enhance the Authority's provision of Authority Activities, especially those which may enhance work flow and incre efficiency and effectiveness while reducing the cost of the provision of those Activities or which may otherwise provide downstream benefits to the Authority in their day-to-day operations.	
2.2.3	Approvals process	<ul> <li>Identify whether the design proposal will require any variance in the rezoning approvals that have been obtained the Authority for the Site;</li> </ul>	by
		b) If a change in the zoning will be required, describe (up to approximately 1000 words) how the Proponent will man the approval of the change for the benefit of the Project and its overall objectives.	lage
2.3	Design criteria		
2.3.1	Site development	Provide the following development plans:	

PACKAG	GE 2 – Design an	d Construction Proposal
Section No.	Title	Proposal requirements
		(a) 1:1000 site context plan, including:
		(1) Site development;
		(2) Adjacent roads;
		(3) Site movement strategy; and
		(4) Property uses;
		(b) 1:500 site plan showing the location of all buildings including:
		(1) Expansion provisions;
		(2) Roadways;
		(3) Pathways;
		(4) Fire fighting access;
		(5) Post-disaster preparedness;
		(6) Green space;
		(7) Car parking; and
		(8) Include landscape concepts;
		(c) Streetscape drawings demonstrating proposed massing, materials and image of the Facility, including consideration of development of the balance of the Site to its full development potential;
		(d) Cross-sectional diagrams showing relationship between the Facility and adjacent site uses;
		<ul> <li>Landscape design, including exterior treatments, general areas, parking areas, etc. Types and maturity of plants should be identified as should maintenance and requirements for irrigation;</li> </ul>
		(f) Type and profile of pavements, curbs and gutters proposed;
		(g) Traffic management plan, including:
		(1) Cars;
		(2) Pedestrians;

Section No.	Title	Proposal requirements
		(3) Deliveries;
		(4) Waste removal;
		(5) Ambulances and fire fighting access; and
		(6) Disaster response access;
		(h) Provide a future development plan for the Site, demonstrating that maximum zoning density can be realized following a series of logical development steps. As part of the development plan, identify the area of the Site that has been reserved for a potential future 6-storey medical office, with a floor plate of 12,000 square feet.
2.3.2	Facility design	(a) Provide written (up to approximately 1000 words) and graphical summaries of the Design to demonstrate the following features:
		(1) Building design concepts and elements, including:
		(i) Functional aspects (including space standards, internal circulation and way finding);
		(ii) Environmental aspects (including healing environment, daylight, acoustics, colour, the use of art and sustainability);
		(iii) Operational aspects (including infection control, ergonomics and designing for the elderly and disabled); and
		(iv) Capacities;
		(2) How the commercial / retail space is integrated into the Facility;
		(3) How the proposed design integrates with the Site and takes into account the particular attributes of the Site;
		<ul> <li>(4) Flexibility in design and construction to satisfy future interior design changes and expansion requirements, including ease of adding capacity in the future at minimal marginal cost and minimal disruption to the operational requirements of the Authority; and</li> </ul>
		(5) How the design of the building, including its infrastructure, addresses requirements for post-disaster preparedness.
2.3.3	Architecture	(a) Provide appropriate design documentation including:
		(1) Floor plans (1:200) with room numbers cross-referenced to those indicated in the Space Program Summary. Include all walls and doors, structural elements, circulation elements (e.g. stairs, elevators) and major service

PACKAG	6E 2 – Design ar	nd Construction	Proposal
Section	Title	Proposal	requirements
No.			
			shafts;
		(2)	Building elevations and sections, and site sections, sufficient to illustrate design aesthetics, materials and major features;
		(3)	Minimum of two 3-D renderings, illustrating the overall design quality and aesthetics for the Project;
		(4)	A monochromatic massing model (1:500) of the Site and the Project;
		(5)	Functional relationship drawings (1:500 architectural plans) indicating:
			(i) The location and functional relationships of all program elements;
			(ii) Horizontal and vertical circulation;
			(iii) Future expansion space; and
			(iv) Internal traffic flow for patients, staff, visitor and Services;
		(6)	Use colour to illustrate the program elements and to differentiate the following types of internal circulation systems:
			(i) Public;
			(ii) Service;
			(iii) Controlled access for staff;
			(iv) Patient movement; and
			(v) Sterile;
		(7)	Schedules of indicative finishes, fixtures, fittings and Project Co supplied equipment; and
		(8)	Room data sheets and drawings (1:50) indicating the typical location of medical gas, general power and outlets, elevations and ceiling plans for the following typical rooms and typical areas:
			(i) Operating room;
			(ii) Minor procedure room;
			(iii) Exam room;
			(iv) Radiography room;

Section No.	Title	Proposal requirements
		(v) Multipurpose diagnostic imaging room;
		(vi) CT major imaging and control room;
		(vii) MRI imaging and control room;
		(viii) Nuclear medicine imaging room;
		(ix) Mammography room;
		(x) Ultrasound room; and
		(xi) Cardiac stress testing room;
		(b) Describe (up to approximately 1000 words) interior design concepts and elements.
2.3.4	Structural	(a) Provide a description of the proposed structural system for the Facility and associated Parking Structure including:
		(1) The dead, superimposed dead and lives loads;
		(2) The foundation system;
		(3) The floor and roof framing systems;
		(4) The lateral load resisting system;
		(5) The materials proposed including strengths and any special characteristics;
		(6) The intended approach to ensure compliance with the deflection and vibration requirements; and
		(7) The proposed strategy to provide flexibility to accommodate future change in programs and equipment within the Facility;
		(b) Provide schematic level structural drawings (1:200) showing:
		(1) The proposed floor and roof structural framing together with the dimensions of the structural grid;
		(2) The expected size of columns;
		<ul> <li>(3) The expected size and depth of all structural members (reinforcing need not be shown and structural steel sections may have depth without weight);</li> </ul>
		(4) The expected size and type of foundations;

Section No.	SE 2 – Design and Co Title			equirements
			(5)	The expected slab thickness(es); and
			(6)	The layout of the lateral system including the proposed location and expected thickness of walls or other lateral resisting elements.
2.3.5	Civil works impact	(a)	Provide	e drawings and documentation that illustrate the impact strategy for each of the following:
	strategies		(1)	Storm water drainage;
			(2)	Sanitary sewer;
			(3)	Natural gas systems;
			(4)	Domestic water; and
			(5)	Hydro;
		(b)		ch of the above, provide information on connection points and origin of supply, distribution, storage, drainage sposal and other matters.
2.3.6	Project Co off-site civil	(a)	Provide	e a design report and key plan (1:500) addressing the design of the following off-site work:
	works		(1)	Sanitary and storm sewers;
			(2)	Water mains;
			(3)	Electrical and communications services;
			(4)	Gas; and
			(5)	Road works, including:
				(i) Pavement widening;
				(ii) Pavement structure;
				(iii) Curb and gutter;
				(iv) Medians;
				(v) Sidewalks / pathways;
				(vi) Streetlights;

Section No.	Title	Proposal requirements	
		(vii) Signals (if any);	
		(viii) Signage;	
		(ix) Landscaping; and	
		(x) Pavement structure.	
2.3.7	Parking Structure	(a) Provide design documentation for the Parking Structure, showing:	
		(1) Layout (1:500) of the parking plan;	
		(2) The design rationale and organization of the parking plan, demonstrating that the Parking Structure integral part of the Facility and is an appropriate fit with the Site;	is an
		(3) The merits of the design of the Parking Structure;	
		(4) The future expandability of the Parking Structure as part of the future development of the Site;	
		(5) Type of construction and profile of the materials to be used; and	
		(6) Conformance with the parking requirements of the City of Surrey.	
2.3.8	Electrical	(a) Provide a site plan (1:500) showing location and configuration of services:	
		(1) Power;	
		(2) Telephone;	
		(3) Cable TV; and	
		(4) Any other electrical communication between buildings;	
		(b) Provide design drawings (1:200) and design documentation for electrical services and distribution, showing describing:	and
		(1) Origin of supply(s);	
		(2) How the design will comply with BC Hydro requirements;	
		(3) Arrangements for service redundancy;	
		<ul> <li>Main service switchgear and transformer locations, main electrical distribution room and main comr room;</li> </ul>	nunicatio

PACKAG	E 2 – Design and C	onstru	uction <b>F</b>	Proposal
Section No.	Title	Proj	posal re	equirements
			(5)	Sub-electrical room locations and communication room locations;
			(6)	Position, size and capacity of emergency generator(s) and associated generator switchgear and transfer switches; and
			(7)	Position, size and capacity of underground fuel sources;
		(C)	Provide	e design drawings (1:200) and design documentation for lighting and power showing and describing:
			(1)	Position and types of site lighting;
			(2)	Lighting and controls, including proposed day lighting measures and energy management measures;
			(3)	Proposed power monitoring systems;
			(4)	Typical room layouts (1:50) for each typical type of room for which room data sheets and drawings are required showing location and type of all lighting, receptacles and low tension and communication devices. Indicate design illumination levels (including maintenance factors) for each area;
		(d)	In addit	ion to the above drawings, describe the electrical services to be provided and include details of:
			(1)	Power distribution and maximum demand calculations;
			(2)	Type(s) of lighting to be used, incorporating standards of design and including exam room, emergency and exit lighting;
			(3)	Standby and uninterrupted power supply requirements and distribution; and
			(4)	Wiring systems for patient treatment, identifying:
				(i) General and medical surgical areas;
				(ii) Power monitoring systems;
				(iii) Lighting control systems;
				(iv) Proposed wiring methodologies, routing, conduit types and cable tray;
				(v) Proposed equipment cut sheets for power distribution, lighting and emergency generator;
				<ul> <li>(vi) Thermal fire alarm system, including details of fire panels, detectors and air conditioning shut-down systems; and</li> </ul>
				(vii) Emergency evacuation and intercommunication system, including details of master emergency

Section No.	Title	Pro	posal requirements
			control panel, zones, speakers, etc.
2.3.9	Technology and communication systems	(a)	For each of the following technology and communication systems, describe the system and associated scope and the typical devices and functions for each area to be served. Describe any integration between each system and any others:
			(1) Nurse call systems and main equipment locations;
			(2) Wireless staff communications;
			(3) Public address system;
			(4) Structured cabling;
			(5) Code blue;
			(6) Code white;
			(7) Patient monitoring;
			(8) Intercommunication; and
			(9) Security systems;
		(b)	Describe (up to approximately 1000 words) the approach that will be taken to develop a security master plan and an overview of what technologies will be considered to assist in implementing the master plan. Indicate the assumption made around the Authority's security team's needs, recognizing that the final master plan will require the input of the Authority's security team;
		(C)	Provide documentation of proposed telephone and network systems showing:
			(1) Origin of supply and interconnection with external services including redundant service;
			(2) Proposed PABX communications system, including phone switch, handset types, backup power, voice mail system, and proposed software;
			(3) Proposed PABX switch layout drawing, indicating CPUs, all equipment cards, spare ports, spare card locations and proposed software;
			(4) Proposed integration with wireless telephone system;
			(5) Proposed integration with other systems in Division 17;

Section No.	GE 2 – Design and C Title		posal requirements
			(6) Proposed call centre systems and layouts;
			(7) Proposed network diagram;
			(8) Proposed communication room layouts;
			(9) Proposed network equipment layouts, detailing interconnection details;
			(10) Proposed network interface with other systems;
			(11) Proposed connection to the WAN service; and
			(12) Proposed connections to local servers / server room;
		(d)	For the proposed telephone and network system set out above, provide:
			(1) Cut sheets of all proposed equipment; and
			(2) Describe the telephone and network services system and how they will satisfy the needs of users. Provide specific detail for those users who have individual / group needs;
		(e)	Describe (up to approximately 1000 words) the communication traffic management plan for the Services call centre system;
		(f)	Provide description of data communication systems showing:
			(1) Location of all data gathering equipment, including file servers, computers, etc;
			(2) Data cabling system writing standards;
			(3) Relationship between data communications and all other items of equipment; and
			(4) Interconnection and links between the Facility and any other connected institutions, including main single line schematic showing proposed methodology of distribution;
		(g)	In addition to the above data communication system drawings, describe (up to approximately 1000 words) the data communications services and how they will satisfy the needs of related services;
		(h)	Provide details of all standards proposed for supply, installation, testing and commissioning.
2.3.10	Mechanical systems	(a)	Provide brief descriptions of each of the following systems:
			(1) Main energy sources;

PACKAG	BE 2 – Design an	nd Constru	uction	Proposal
Section No.	Title	Pro	posal	requirements
			(2)	Cooling plant;
			(3)	Heating plant;
			(4)	Steam plant;
			(5)	Heat dissipation systems, cooling towers, etc;
			(6)	Air handling systems;
			(7)	Domestic hot and cold water systems at various temperatures;
			(8)	Redundancy provisions;
			(9)	Tempered water systems;
			(10)	Plumbing fixtures;
			(11)	All major mechanical space locations;
			(12)	Building Management System; and
			(13)	Overview of the commissioning process;
		(b)	Provid	le and address the following:
			(1)	Load calculations, including description of glazing system, floor, roof and internal partition system and U values;
			(2)	Air handling system:
				(i) Air handling system type and function;
				(ii) Cooling / heating sources;
				(iii) Zone by zone cooling and heating loads, in w/m <sup>2</sup> ;
				(iv) Floor area served by each unit, in m <sup>2</sup> ; and
				(v) Smoke control and operation under fire service requirements;
			(3)	Cooling and heating plants:
				(i) Description of plants, including type and configuration;

	GE 2 – Design al			
Section No.	Title	Prop	osal requi	rements
			(ii)	Plant locations;
			(iii)	Average loads, in w/m <sup>2</sup> , based on total heated / conditioned area;
			(iv)	Total loads in KW and total installed capacities;
			(v)	Energy recovery measures; and
			(vi)	Standby plant or duplication provisions;
I			(4) Тур	ical mechanical design for specialty systems:
I			(i)	Operating rooms; and
			(ii)	Pharmacy and laboratory laminar flow cabinets;
			(5) Don	nestic hot water systems:
			(i)	Description of system and primary fuel;
			(ii)	Storage;
			(iii)	Recovery rate in litres per hour for 55°C / 100°F temperature rise;
			(iv)	Number and size of storage vessels, construction and material and location of plant; and
			(v)	Define number of pressure zones and how function of domestic recirculating system is accomplished;
			(6) Ten	npered water systems:
			(i)	Description of systems;
			(ii)	Areas requiring warm water system and number of outlets;
			(iii)	Anti-scald safety measures; and
			(iv)	Legionella prevention requirements, disinfection systems, etc.;
		(c)		to approximately 1000 words) the proposed fire protection system and how it will integrate with the fire stems incorporated within the electrical, hydraulic and / or mechanical installations, including indicative th as:
			(1) Und	lerground distribution network (if applicable);

Section No.	Title	Proposal requirements						
			(2)	Tanks, if any, provided for fire protection; and				
			(3)	Pumps, if any.				
2.3.11	Vertical transportation	(a)	Provide descriptions, including types, of the following elevators, including how each satisfies or exceeds the requirements of Schedule 3 [Design and Construction Specifications]:					
			(1)	Patient elevators;				
			(2)	Passenger elevators; and				
			(3)	Service elevators.				
2.3.12	Medical gases	(a)	For m	or medical gases:				
			(1)	Provide drawings (1:500) of the medical gas services and systems;				
			(2)	Describe (up to approximately 1000 words) how the medical gas services and systems will be designed to meet the needs of the user departments;				
			(3)	Describe (up to approximately 1000 words) the medical gas plant, size and storage, including the number and capacity of central compressors, vacuum pumps, cylinder storage, bulk storage, etc;				
			(4)	Provide details of the following:				
				(i) Compliance with provincial and national standards / codes and practices;				
				(ii) Source of each gas;				
				(iii) Systems proposed for gas supply and vacuum;				
				(iv) Gas type provided; and				
				(v) Location of each plant or storage facility;				
			(5)	Each item of plant and the extent of each medical gas system should be detailed separately; and				
			(6)	Identify certification company.				
2.3.13	Energy efficiency and LEED	(a)		ribe (up to approximately 1000 words) how the design satisfies the principles of environmental sustainability ling the LEED Silver requirement and provide an indicative LEED score sheet;				
		(b)	Descri	ribe (up to approximately 1000 words) how the design satisfies BC Hydro High Performance Building				

Section No.	Title	Proposal requirements					
			requi	rements;			
		(C)	Provi	de an indicative energy management plan, including accountability mechanisms;			
		(d)	Provi achie	de details of energy performance, in particular the energy target for insertion in Appendix 8C and how it will be ved;			
		(e)		de an energy model supporting the expected energy performance and the proposed design and construction by target, including details of how variations in temperature will be dealt with.			
2.3.14	Furniture, fittings and	(a)	Desc	ribe and provide details of:			
	equipment		(1)	The Proponent's approach to managing Equipment, including the qualifications and experience of the personnel proposed to manage the Equipment procurement, installation and commissioning process, and the process that will be employed to ensure effective communication between the Authority and Project Co. (Up to approximately 1000 words.);			
			(2)	How and where equipment will be stored and staged during the Construction and installation process. (Up to approximately 1000 words.); and			
			(3)	Identify any Equipment related opportunities or innovations that will enhance the Authority's provision of Authority Activities. (Up to approximately 1000 words.);			
		(b)	Categ	ory A1 Equipment: (Medical Equipment with Material impact on Design):			
			(1)	Cash Allowance for procurement: Project Co to undertake procurement, installation and commissioning:			
				<ul> <li>Describe proposed process to manage and report on the Cash Allowance for Category A1 Equipment. (Up to approximately 1000 words.);</li> </ul>			
				(ii) provide basis of payment: - a fixed fee or a percent markup;			
			(2)	Priced Option: Project Co to finance Equipment cost over 10 year term with Authority making (monthly) payments. The payment made by the Authority for the financing of the equipment will not be performance related and will commence [three] months following Target Service Commencement:			
				(i) specify price, based on financing in amount of cash allowance;			
		(C)	Categ	ory A2 Equipment: (Medical Equipment without Material impact on Design):			
			(1)	The Authority may elect to procure, install and commission all of Category A2 Equipment itself;			

Section No.	Title	Proposal requirements						
INO.			(2)	Priced O commiss	ption #1: Cash Allowance for procurement: Project Co to undertake procurement, installation and sioning:			
					Describe proposed process to manage and report on the Cash Allowance for Category A2 Equipment. (Up to approximately 1000 words.);			
				(ii) p	provide basis of payment: - a fixed fee or a percent markup;			
			(3)	payment	ption #2: Project Co to finance Equipment cost over 10 year term with Authority making (monthly) is. The payment made by the Authority for the financing of the equipment will not be performance and will commence [three] months following Target Service Commencement:			
				(i) s	specify price, based on financing in amount of cash allowance;			
		(d)	Procu	re, install a	and commission Category B Equipment – Furniture:			
			(1)		e (up to approximately 1000 words) the benefits of the proposed Category B – Furniture package to account the information in the Equipment List and Specifications and, as applicable:			
				(i) [	Durability;			
				(ii) C	Comfort;			
				(iii) E	Ergonomics;			
				(iv) N	Maintenance;			
				(v) (	Complementary to design and spatial surroundings; and			
				(vi) F	Fit for use;			
			(2)	Provide a	a furniture layout for public areas, waiting rooms and offices;			
			(3)	Provide t	the fixed total package pricing, equipment details and the procurement schedules described In $oldsymbol{ abla}$ .			
	Provision for future expansion	(a)		ibe (up to a ing providi	approximately 1000 words) and demonstrate how the Design can accommodate future expansion, ing:			
			(1)		of how the demand and load needs of the expansion can be met, including the need for expanding, nenting or constructing additional services and infrastructure;			
			(2)	Strategi	es for the provision of architectural and structural, mechanical, electrical and civil engineering			

Section No.	Title	Pro	posal requirements
			services for the expansion; and
			(3) A description of any other facilities on the Site or within the Facility that need to be expanded, supplemented or constructed to satisfy the additional requirements imposed by the expansion (e.g. Parking Structure).
		(b)	Describe (up to approximately 1000 words) how the concept of flexibility has been incorporated both in terms of any modularity in design elements and ease of changeability in the use of interior spaces.
2.3.16	Accommodation schedule	(a)	Provide an accommodation schedule of all functional areas, by zone and category and identified by net and gross floor area.
2.3.17	Lifecycle report	(a)	Describe (up to approximately 1000 words) the Proponent's approach to the development of the Life Cycle Report required at Section 5.10 of Schedule 2 [Design and Construction Protocols];
		(b)	Proponents should clearly identify, preferably in a table format, the assumed asset life, strategy and replacement schedule for all types of plant and equipment for which Project Co is responsible. Proponents are responsible to determine the specific components and elements within each division category required to support their proposed approach, methodology and cost structure for lifecycle replacement and refurbishment.
2.4	Construction	I	
2.4.1	Construction approach	(a)	Describe (up to approximately 1000 words) and provide the Proponent's outline management plan for the integration of the design and construction phases of the Project, showing:
			(1) Construction methodology and general approach;
			(2) An organization chart, including all sub-trades and sub-consultants. Indicate the roles of the participants and how Services considerations will be integrated;
			(3) The process of design being implemented through construction;
			(4) Quality control procedures;
			(5) Methodology for managing industrial relations risk;
			(6) Use of the City's certification system and managing of all Proponent team members through the Design and Construction phase; and
			(7) How facilities will be developed and the process by which commissioning will be undertaken.
2.4.2	Preliminary project	(a)	Provide an indicative project schedule identifying the duration of the major project activities including:

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PACKAG	ACKAGE 2 – Design and Construction Proposal				
Section No.	Title	Proposal r	Proposal requirements		
	schedule	(1)	Site establishment;		
		(2)	Design development;		
		(3)	Major construction stages;		
		(4)	Significant procurements;		
		(5)	Provision of mock-up rooms; and		
		(6)	Anticipated Service Commencement Date.		

Section No.	Title	Pro	oosal requi	rements	
3.1	Project delivery				
3.1.1	Services approach	(a)	Facilities Ma	eneral description (up to approximately 1000 words) of the overall approach to the delivery of the inagement Services including how the performance incentives provided in the Project Agreement will be o the service provider and how the Proponent proposes to create an environment responsive to end- s.	
3.1.2	Organization	(a)	Describe (up	to approximately 1000 words) the Proponent's organization including:	
			[Ser	ails regarding the organizational structure proposed to satisfy the requirements of the Schedule 4 vices Protocols and Specifications] Section 2 including an organization chart that identifies the key tions that will be responsible for management and delivery of the Services;	
			and	ails regarding the lines of authority and relationship between the proposed on-site Services organization the Proponent parent organization, including a description of the business support to be provided to the loyed resources; and	
				ails regarding the Proponent's proposed approach to relationship management and interaction with the ility and Authority staff with respect to the Services.	
3.1.3	Quality assurance	(a)	year and five	Describe (up to approximately 1000 words) how Quality Assurance considerations will be incorporated into the one- year and five-year Preventative Maintenance Plan requirements set out in Schedule 4 [Services Protocols zdn Specifications] Section 4.	
3.1.4	General management	(a)	Describe (up	to approximately 1000 words) how the Proponent will provide general management services including:	
	services		(1) The	Proponent's approach to overall management and administration;	
			(2) The	Proponent's approach to performance monitoring;	
			(3) Des	cribe how the Proponent's approach satisfies industry best practices for the following:	
			(i)	Performance monitoring;	
			(ii)	Human resources;	
			(iii)	Management continuity; and	
			(iv)	Contingency and disaster response planning.	

Section	Title	Proposal requirements				
No.						
				Describe (up to approximately 1000 words) how the Proponent will capture lessons learned in industry for the enefit of the Authority.		
3.1.5	Help desk	(a)	Describe	(up to approximately 1000 words) and provide details of:		
			(1) T	he proposed approach to deliver the Help Desk Services;		
				he hardware and software technology to be utilized and a description of business processes and security eatures related to maintenance of electronic logs, records and response and rectification times; and		
			(3) ⊦	low the Help Desk Services will interface with the delivery of the other Services.		
3.1.6	Plant services	(a)		(up to approximately 1000 words) and provide details of the Plant Services that will be provided by the it, including:		
				roponent's asset management philosophy for the Facility and how this will be implemented in terms of ystems and practices; and		
			n	n the context of the one-year and Five-Year Maintenance Plans, how the Facility and Equipment will be naintained to the standards required in Schedule 4 [Services Protocols and Specifications] Section 5.1, including:		
			(i)	Overall maintenance and repair strategy;		
			(ii	) Provision of comprehensive, responsive and effective demand maintenance services;		
			(ii	Means by which the Proponent will minimize disruption to operation of the Facility in the performance of the Services;		
			(iv	<ul> <li>Details on the approach to preparation of the one-year and five-year Preventive Maintenance Plans; and</li> </ul>		
			(v	) The Proponent's approach to Fire Prevention.		
3.1.7	Environmental and sustainability services	(a)	sustainab	description (up to approximately 1000 words) of the Proponent's overall approach to environmental and ility issues and the development of an Environmental Management System (EMS) specific to the Services vided at this Facility.		
3.1.8	Utilities management	(a)		(up to approximately 1000 words) and provide details of the Proponent's proposed approach to deliver the lanagement Services including:		

Section No.			Proposal requirements			
			(1) Management and administration of all utility services;			
			(2) Approach to energy conservation and reduction; and			
			(3) Ongoing measurement, analysis, and energy reporting.			
3.1.9	Housekeeping and waste management	. ,	Describe (up to approximately 1000 words) the Proponent's approach to delivering the Housekeeping Services in compliance with the BC Health Authorities Cleaning Output Specifications and Audit requirements including a description of how the Proponent would implement a self-monitoring and inspection program.			
			(1) Describe the Proponent's approach to scheduled and reactive cleaning in a healthcare environment including its interaction with nursing and patient management;			
			(2) Demonstrate an understanding of applicable legislation, standards and best practices with specific reference to infection control, WHMIS and management of bio-medical waste;			
			(3) Describe the Proponent's approach to the delivery of waste management and recycling services as set out in Schedule 4 Section 5.2; and			
			(4) Describe the Proponent's approach to the performance of minor moves and room set-ups.			
3.10	Parking management		Describe (up to approximately 1000 words) the Proponent's approach to operating and maintaining the Parking Structure, including the Proponent's approach to:			
			(1) Collection of revenues;			
			(2) Enforcement of parking regulations; and			
			(3) Preventative maintenance of equipment.			
3.11	Lifecycle / capital replacement plan	. ,	Provide a description (up to approximately 1000 words) of the Proponent's approach and methodology to managing lifecycle throughout the Term including a description of decision making processes, business case analyses, technology tools, etc.;			
			Provide a description (up to approximately 1000 words) of the Proponent's overall approach to optimization of design and construction quality, services and lifecycle strategies.			
3.12	Retail Management Services		Provide a description (up to approximately 1000 words) of the Proponent's approach and methodology to managing the retail services in the Facility throughout the Term including a description of the Proponent's approach to:			
			(1) leasing and managing the retail space;			

PACKAG	PACKAGE 3 – Services Proposal			
Section	Title	Proposal requirements		
No.				
		(2) ensuring adequate performance by the tenant(s); and		
		(3) sharing revenues with the Authority (Proposals should include a proposed revenue sharing formula).		

## B. **PRICING SCHEDULES** (Reference Section 7.3 of the RFP)

### 1. PRICING SCHEDULES FOR FACILITY DEVELOPMENT AND FM SERVICES

The following applies to all of Sections 1.1 and 1.2:

- a. Except where otherwise expressly indicated herein, include all taxes other than GST;
- b. References to "Financial Model" are to provide the cell reference that shows the corresponding input assumption; and
- C. All numbers to be shown in real terms.
- **1.1** Pricing Information
- 1.1.1 Annual Service Payment

Contract Year	Annual Service Payment - Indexed	Annual Service Payment - Unindexed	Annual Service Payment - Total	Financial Model Reference
1 to 30	\$	\$	\$	

1.1.2 Project Development Costs

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

Cost Item	Cost \$000	Financial Model Reference
Project Co set up costs		
Proponent's Financial Costs		
Proponent's Legal Costs		
Proponent's Tax and Accounting Advisor		
Proponent's overhead recovery – initial		
Proponent's overhead - construction		
Employers agent		
Independent Certifier (50% of total cost)		

Cost Item	Cost \$000	Financial Model Reference
Finance - arrangement fee		
Finance - Legal Costs		
Finance - Audit Costs		
Finance - Monitoring (technical - pre completion)		
Finance – Financial model audit		
Finance – Rating fee		
Finance – Others (specify)		
FM Services set up costs		
Insurance - Construction Phase		
Other costs 1 – please detail		
Other costs 2 – please detail		
TOTAL		

# 1.1.3 Project Co Running Costs

Provide full details of the annual running costs of Project Co. Such costs are to cover the operation of Project Co itself and are not to include any costs for the provision of the "Services". Such costs should include:

Cost Item	Cost \$000	Financial Model Reference
Regulatory		
Staff		
Accommodation		
Margin		
Technical		
Legal		
Audit/Tax		
Finance Fees		

Cost Item	Cost \$000	Financial Model Reference
Insurance Costs		
Other costs 1 – please detail		
Other costs 2 – please detail		
TOTAL		

### 1.1.4 Total Facility Development and Capital Cost

Provide the cost breakdown for the design, construction and commissioning of the Facility as used in the establishment of the annual Service Payment, in the format as set out below. Building cost estimates should also describe the basis upon which the capital costs have been developed and should clearly identify any exclusions.

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

### 1.1.5 Lifecycle Cost Plan

Provide the lifecycle information requested below, including the minimum design life for each item indicated, using the format as indicated. (A specified design life as set out below is a minimum design requirement but Proponents may, in each such instance, specify a longer design life.

Component	Design Life (Min. Years)	Capital Cost (\$000)	Lifecycle Maintenance Cost		enance	
			Year 1 (\$000)	Year 2 (\$000)		Year 30 (\$000)
Substructure	50					
Structure	50					
Lowest Floor Upper Floor Stairs Roof	50 50 50 50					
Exterior Enclosure						
Structural Walls Below Grade Walls Above Grade Curtain Walls Windows and Louvres Glazed Screens Doors Roof Covering Skylights	50 50					
Partitions & Doors						
Fixed Partitions Moveable Partitions Structural Partitions Doors	50					
Finishes						
Floor Finishes Ceiling Finishes Wall Finishes						
Fittings and Equipment						
Metals Millwork Specialties Non-Medical Equipment Elevators Escalators & Moving Walkway Material Handling Systems						
Mechanical			1			
Plumbing and						

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Tixtures     Year 1     Year 2     Year 3       Fixtures     (\$000)      (\$000)       Fixtures     Pumps      (\$000)       Control     Components      (\$000)       Plumbing Fixtures     Plumbing Tim         Valves     Tanks         Tanks     Medical Gas         Medical Gas          system          Fire Protection          Fire Pump          Heating Equipment          Cooling Equipment	Component	Design Life (Min. Years)	Capital Cost (\$000)	Lifecycle Maintenance Cost			
Pumps Control Components Plumbing Trim Valves Tanks Medical Gas system       Image: Control of the pump         Fire Protection Fire Pump       Image: Control of the pump         Heating Equipment Boilers Unit Heaters/Force Flow Units       Image: Control of the pump         Cooling Equipment Chillers Cooling Towers/ condensers       Image: Control of the pump         Air Handlers       Image: Control of the pump         HVAC Distribution Ductwork Dampers Air Terminal Boxes Fans Coils       Image: Control of the pump         Service and Distribution Lighting and Devices Fire Alarm and Public Address       Image: Control of the pump Alar Structured Cable System CCTV System CCTV System       Image: Control of the pump Structured Cable System CCTV System CCTV System					Year 2		30
Fire PumpHeating Equipment Boilers Unit Heaters/Force Flow UnitsMatters/Force Flow UnitsCooling Equipment Chillers Cooling Towers/ condensersAir HandlersAir HandlersHVAC Distribution Ductwork Dampers Air Terminal Boxes Fans CoilsBoxes Fans CoilsElectrical System Communications and DataService and Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System CoTV System CCTV System PABX (Telephone Exchang)	Pumps Control Components Plumbing Fixtures Plumbing Trim Valves Tanks Medical Gas						
Boilers       Unit       Heaters/Force         Flow Units       Fan Coil Units         Cooling Equipment       Chillers         Chillers       Cooling Towers/         Cooling Towers/       Cooling Towers/         Condensers       Image: Cooling Towers/         Air Handlers       Image: Cooling Towers/         Dampers       Image: Cooling Towers/         Air Terminal       Image: Cooling Towers/         Boxes       Fans         Coils       Image: Cooling Towers/         Boxes       Image: Cooling Towers/         Fans       Image: Cooling Towers/         Coils       Image: Cooling Towers/         Boxes       Image: Cooling Towers/         Service and       Image: Cooling Towers/         Distribution       Image: Cooling Towers/         Lighting and Devices       Image:							
Chillers       Cooling Towers/ condensers         Air Handlers       Image: Condensers         Air Handlers       Image: Condensers         HVAC Distribution       Image: Condensers         Ductwork       Image: Condensers         Dampers       Image: Condensers         Air Terminal       Image: Condensers         Boxes       Image: Condensers         Fans       Image: Condensers         Colis       Image: Condensers         Heat Exchangers       Image: Condensers         Controls       Image: Condensers         Electrical Systems       Image: Condensers         Service and       Image: Condensers         Distribution       Image: Condensers         Lighting and Devices       Image: Condensers         Fire Alarm and Public       Image: Condensers         Address       Image: Condensers         Nurse Call System       Image: Condensers         Communications and       Image: Condensers         Data       Image: Condensers         System       Image: Condensers         PABX (Telephone       Image: Condensers         PABX (Telephone       Image: Condensers         Market Pack       Image: Condensers         Market Pack	Boilers Unit Heaters/Force Flow Units						
HVAC Distribution       Ductwork         Dampers       Air Terminal         Boxes       Fans         Coils       Heat Exchangers         Meat Exchangers       Image: Controls         Electrical Systems       Image: Controls         Service and       Image: Controls         Distribution       Lighting and Devices         Fire Alarm and Public       Address         Nurse Call System       Image: Control Sand         Data       Structured Cable         System       RFTV System         CCTV System       PABX (Telephone         Exchang)       Image: Control Sand	Chillers Cooling Towers/						
Ductwork Dampers Air Terminal Boxes Fans Coils Heat ExchangersImage: Coils Coils Heat ExchangersImage: Coils Coils Heat ExchangersControlsImage: Coils Heat ExchangersImage: Coils Coils Heat ExchangersControlsImage: Coils Coils Heat ExchangersImage: Coils Coils FileService and Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System Communications and Data Structured Cable System RFTV System CCTV System PABX (Telephone Exchang)Image: Coils Coils File	Air Handlers						
Electrical SystemsImage: Constraint of the system of the syst	Ductwork Dampers Air Terminal Boxes Fans Coils						
Service and Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System Communications and Data Structured Cable System RFTV System CCTV System CCTV System PABX (Telephone Exchang)	Controls						
Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System Communications and Data Structured Cable System RFTV System CCTV System PABX (Telephone Exchang)	Electrical Systems						
	Distribution Lighting and Devices Fire Alarm and Public Address Nurse Call System Communications and Data Structured Cable System RFTV System CCTV System PABX (Telephone						

Component	Design Life (Min. Years)	Capital Cost (\$000)	Lifecycle Maintenance Cost			
			Year 1 (\$000)	Year 2 (\$000)		Year 30 (\$000)
Intercom Wireless Network Wireless Telephone Video Conferencing Code Blue System Security System (including CCTV cameras and intrusion alarm systems) Equipment temperature monitoring systems Motors and control components Grounding System Standby Generator Battery systems (emergency lights where applicable) and UPS batteries						
Site Work						
Roadwork Walkways Site Furnishings Landscaping Mechanical Utilities Electrical Utilities Site Lighting	20 Years					
Equipment						
Medical (Generic Listing Required)						
Non-Medical (Generic Listing Required)						
TOTAL LIFECYCLE COSTS (PER ANNUM)						
Financial Model Reference						

Notes:

- 1. Fill in the minimum design life for each item where not specified.
- 2. The annual estimated lifecycle maintenance per annum should be broken down by at least the main components (i.e. those rows in bold in the table above).

### 1.1.6 Equipment

(a) Provide full details of the costs of providing the procurement, installation and commissioning of the equipment together with the costs of purchasing the equipment where applicable:

Equipment Category	Cost to provide procurement, installation and commissioning service \$000	Cost to purchase equipment \$000	Financial Model Reference
A1		Х	
A2	Х	Х	
В			
С	Х	Х	
D	Х	Х	
TOTAL			

(b) Provide details of the Priced Option which provides financing for the costs of purchase of Categories A1 and A2 equipment over 10 years:

Equipment Category	Cost to purchase equipment \$000	Other costs relating to purchase \$000	Annual Cost for equipment \$000	Financial Model Reference
A1				
A2				
TOTAL				

### 1.2 Services Cost Breakdown

Provide full details of the service costs for the first full year of operations:

1.2.1 Summary Analysis of Service Costs

Service		\$000	Financial Model Reference
1.3.2	Helpdesk Services		
1.3.3	Housekeeping and Waste Management Services		
1.3.4	Plant Services		
1.3.5	Utility Management Services		
1.3.6	Parking Services		
1.3.7	Retail Management Services		
	Total Services Cost		

# 1.2.2 Helpdesk Services

Helpdesk Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Labour Cost				
Facilities Managers (specify)				
Clerical Support				
Help Desk Support				
Monitoring/Quality Officers				
Training Support				
Other				
Sub-Total Labour				
Other Expenditure				
Staff Training				
Equipment				
Uniforms				
Materials				
External Audit				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total General Management Services				

Housekeeping and Waste Management Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Labour Cost				
Facilities Managers (specify)				
Clerical Support				
Monitoring/Quality Officers				
Training Support				
Other				
Sub-Total Labour				
Other Expenditure				
Staff Training				
Equipment				
Uniforms				
Materials				
External Audit				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Housekeeping and Waste Management Services				

### 1.2.4 Plant Services

Facilities Maintenance	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Plant Maintenance Services				
Grounds Maintenance Services				
Total Plant Services				

1.2.5 Utility Management

Utility Management Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Trades – (specify)				
Other – (specify)				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Uniforms				
Training				
Administration				
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Utility Management Services				

# 1.2.6 Parking Services

Parking Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Parking Attendants				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
Equipment (maintenance of ticketing machines)				
External Contracts				
Uniforms				
Training				
Administration				

Parking Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Miscellaneous				
Profit				
Sub-Total Other Expenditure				
Total Car Parking Services Cost				

# 1.2.7 Retail Services

Retail Services	Staff Numbers	Full Time Equivalent Staff	\$000's	Financial Model Reference
Labour Cost				
Managers/Supervisors				
Other				
Sub-Total Labour				
Other Expenditure				
Materials				
Consumables				
External Contracts				
Profit				
Other				
Sub-Total Other Expenditure				
Total Retail Services Cost				

# C. <u>EVALUATION CRITERIA (Reference Section 9.2 of the RFP)</u>

The Evaluation Committee will evaluate Proposals by applying the following Evaluation Criteria and weighting to the information received as requested in Section A (Proposal Requirements) of this Appendix A:

### TABLE B1.2

Reference	Evaluation Criteria		Weighting
Financial	1.	Financial aspects of the Proposal including	
			20
	(a)	the cost of the Proposal compared to the affordability ceiling; and	
	(b)	the net present value (NPV) of the cost of the Proposal. The NPV score will be determined as follows:	
		<ul><li>(i) the Proposal with the lowest NPV will receive the maximum available score</li></ul>	
		(ii) the other Proposals will receive a score as follows:	
		Score = Maximum available score x $[1 - (NPV_{Prop}-NPV_{low})/NPV_{low}]$	
	(See	Package 1 of the Proposal Requirements)	
Commercial	2. the P	The demonstrated ability of the Proponent to enter into roject Agreement on the terms set out in the RFP including:	10
	(a)	the nature and strength of commitments from all proposed Lenders (both debt and equity) to provide the require funding for the project;	
	(b)	the commitment from all proposed Lenders to close based on the Final Draft Project Agreement. Such support is to include a letter from the Lenders' counsel confirming that there are no further comments or issues on the Final Draft Project Agreement that have not been included in the Proposal;	
	(b)	the commitment of Project Contractors to execute the proposed Project Contracts and their acceptance of the terms of the Final Draft Project Agreement.	
	(See	Package 1 of the Proposal)	

# TABLE B1.2

Reference	Evaluation Criteria	Weighting
Design & Construction	3. The demonstrated ability of the Proponent to design and construct the Facility to meet or exceed the Authority's requirements as described in the Design and Construction Specifications including:	40
	<ul> <li>(a) the quality of the Proponent's design for the Facility and the degree to which it meets the Authority's needs over the term, including any unique or innovative features;</li> </ul>	
	<ul> <li>(b) the Proponent's approach to design and construction, including appropriate integration of Life Cycle and facilities management services; and</li> </ul>	
	(c) the Proponent's proposed schedule and estimated date for Service Commencement.	
	(See Package 2 of the Proposal)	
Facilities Management	4. The demonstrated ability of the Proponent to undertake the facilities management Services for the completed Facility to the quality standards required by the Project Agreement including:	20
	<ul> <li>the Proponent's approach to and organization of the delivery of the facilities management Services over the term of the Project Agreement; and</li> </ul>	
	(b) the Services solution and its ability to meet the Authority's operational requirements, including any unique or innovative features.	
	(See Package 3 of the Proposal)	
Overall Benefits	5. Overall benefit to the Authority, taking into account the extent to which the Proposal as a whole supports the overall delivery of the project goal and vision, enhances the intended operational role of the Facility, and assists the Authority in delivering effective and efficient clinical services.	10
Total		100

### **APPENDIX B - PROPOSAL DECLARATION FORM**

- 1. This Proposal Declaration should be executed by the Proponent, each entity that comprises the Proponent, and each member of the Proponent Team (excluding Key Individuals).
- 2. Capitalized terms are defined in Section 12.1 of the RFP.

## [RFP Proponent's Letterhead]

To: [Insert client submission location]

## Attention: [Insert contact person]

In consideration of the Authority's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees and acknowledges that:

#### 1. Proposal

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

### 2. Acknowledgements with Respect to the RFP

- a. the Proponent has received, read, examined and understood the entire RFP;
- the Proponent agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- c. the Proponent's representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;

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d. the Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form.

# 3. Proponent Team consists of:

Name	Address	Key Individual or Equity Provider
		Equity Provider

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PROPONENT	PROPONENT'S REPRESENTATIVE		
Name of Firm	Name		
Address	E-mail Address		
Name of Authorized Signatory	Telephone		
Signature	Fax Number		

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# **APPENDIX C - RELATIONSHIP DISCLOSURE FORM**

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

The Proponent declares that:

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

that could constitute a conflict of interest or unfair advantage.

Name of Restricted Party / Person	Details of the Nature of the Proponent's relationship with the listed Restricted Party/Person (e.g. Proponent was an advisor to the Restricted Party from 1999-2000)

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# **APPENDIX D – PROPONENT COMMENTS FORM**

# SURREY OUTPATIENT FACILITY FRASER HEALTH AUTHORITY PROJECT AGREEMENT

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change	Authority Response

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# **APPENDIX E - PARTICIPATION AGREEMENT**

# SURREY OUTPATIENT FACILITY

## **REQUEST FOR PROPOSALS**

To: Fraser Health Authority (the "**Authority**") c/o Partnerships BC 2320 - 1111 West Georgia Street Vancouver BC V6E 4M3

Attention: Lisa Cherney, Contract Person

In consideration of the Authority's agreement to allow \_\_\_\_\_\_ (the "**Proponent**") to participate in the above-referenced Request for Proposals (the "**RFP**"), the Proponent hereby agrees as follows, on behalf of itself, and all entities that comprise the Proponent, and all members of the Proponent Team:

### 1. Limitation of Damages

We:

- (a) will not bring any Claim against the Authority or any of its employees, advisors or representatives for damages that exceeds the lesser of:
  - (i) an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of the RFP; or
  - (ii) \$250,000;

including in the event the Authority accepts a non compliant Proposal or otherwise breaches or fundamentally breaches the terms of the RFP; and

(b) waive any Claim against the Authority or any of its employees, advisors or representatives for loss of anticipated profits if no agreement is made between the Authority and the Proponent for any reason, including in the event the Authority accepts a non compliant Proposal or otherwise breaches or fundamentally breaches the terms of the RFP.

### 2. Confidentiality

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, the disclosure of any public information generated in

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relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior written approval of the Authority. Accordingly we will:

- (a) notify the Authority of any and all requests for information or interviews received from the media; and
- (b) ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this Section 2.

### 3. Authority

The undersigned confirms that it has the authority to represent and bind all entities that are part of the Proponent, and all members of the Proponent Team.

Capitalized and otherwise undefined terms in this letter have the meanings assigned to them in the RFP.

#### PROPONENT

AUTHORIZED REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

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# APPENDIX F - INITIAL DRAFT PROJECT AGREEMENT

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