

University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor

Request for Proposals

Final – As Issued July 30, 2025



Summary of Key Information

RFP Title	<p>The title of this RFP is:</p> <p>University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor</p> <p>Proponents should use this title on all correspondence.</p>
Contact Person	<p>The Contact Person for this RFP is: Jessica Jiang</p> <p>Email: Jessica.Jiang@infrastructurebc.com</p> <p>Please direct all Enquiries, by email, to the above-named Contact Person.</p> <p>No telephone or fax enquiries please.</p>
Enquiries	<p>Proponents are encouraged to submit Enquiries prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for RFP Submissions to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.</p>
Proponent Registration Form and Participation Agreement	<p>Access to the RFP Data Room and further information relating to this RFP will be directed only to parties who have completed and returned the Proponent Registration Form and Participation Agreement.</p>



The following submission must be delivered at the time and location indicated below:

Submission Time for Financial Capacity Submissions	August 20, 2025, at 11:00 Pacific Time
Submission Location for Financial Capacity Submissions	By electronic upload to the Contact Person in accordance with Section 6.1.
Submission Time for RFP Submissions	September 10, 2025, at 11:00 Pacific Time
Submission Location for RFP Submissions	By electronic upload to the Contact Person in accordance with Section 6.1.

The following submissions are to be delivered, by email to the Contact Person, at the times indicated below:

Submission Time for Confirmation of Attendance and Questions for the Positive Guidance Meeting	August 13, 2025, at 17:00 Pacific Time
Submission Time for ADA/PAA Section-By-Section Review Document (Appendix D)	October 28, 2025, at 17:00 Pacific Time



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1 Introduction

1.1 Purpose of this RFP

Northern Health (the Owner) is seeking to enter into an Alliance Development Agreement (the ADA) for the Alliance Development Phase (the ADP) of the Single Target Outturn Cost Alliance Selection Process (the Single TOC Alliance Selection Process) for the University Hospital of Northern BC (UHNBC) – Acute Care Tower Project (the Project). The Mechanical Contractor Selection Process, described in this RFP, is to select a Mechanical Contractor as a Non-Owner Participant (NOP) to enter the ADA. The selection process for the other NOPs, who will be parties to the ADA, is described in Section 2.

The purpose of this RFP is to invite interested and qualified mechanical contractors to participate in this RFP, which consists of an RFP Submission stage and an RFP Workshops stage, and for the Owner to select, in accordance with the terms of this RFP, a Mechanical Contractor to execute the ADA as a NOP and proceed to the ADP.

The Owner Participant and Owner are the same legal entity and throughout this RFP, references are made to the Owner Participant and the Owner to indicate the distinction between when that entity is acting as one of the Participants in the Alliance for the delivery of the Alliance Works and when it is acting as the client of the Alliance and receiving the delivery of the Alliance Works respectively. The Owner will be referred to as the Client in the Draft ADA (Appendix F) and draft Project Alliance Agreement (the PAA) (Appendix G). The Alliance will consist of the Owner Participant, the NOPs, and Infrastructure BC Inc. (Infrastructure BC).

During the ADP, the Alliance will develop a proposal (the Project Proposal) and, if the Project Proposal is accepted by the Owner, the Owner and the NOPs will enter into the PAA as an integrated team to deliver the Alliance Works.

1.2 Eligibility to Participate in this RFP

Any interested party that is qualified to perform the duties of the Mechanical Contractor may submit an RFP Submission to this RFP. The Proponent will be a distinct legal entity and not a joint venture or a partnership.

U.S. Suppliers are not eligible to respond to this RFP. RFP Submissions submitted by a US Supplier will not be evaluated.



1.3 Project Scope

Further information about the Project scope, including, the indicative design and the Class C design and construction cost estimate, is available in the RFP Data Room.

1.4 Project Information

Additional information about the Project, including the Project Alliance Objectives, Key Result Areas, Alliance Development Phase key elements of the Project, are available in the Design and Construction NOP RFQ and RFP available here: [University Hospital of Northern British Columbia - Acute Care Tower Project | Infrastructure BC](#).



2 Procurement Process

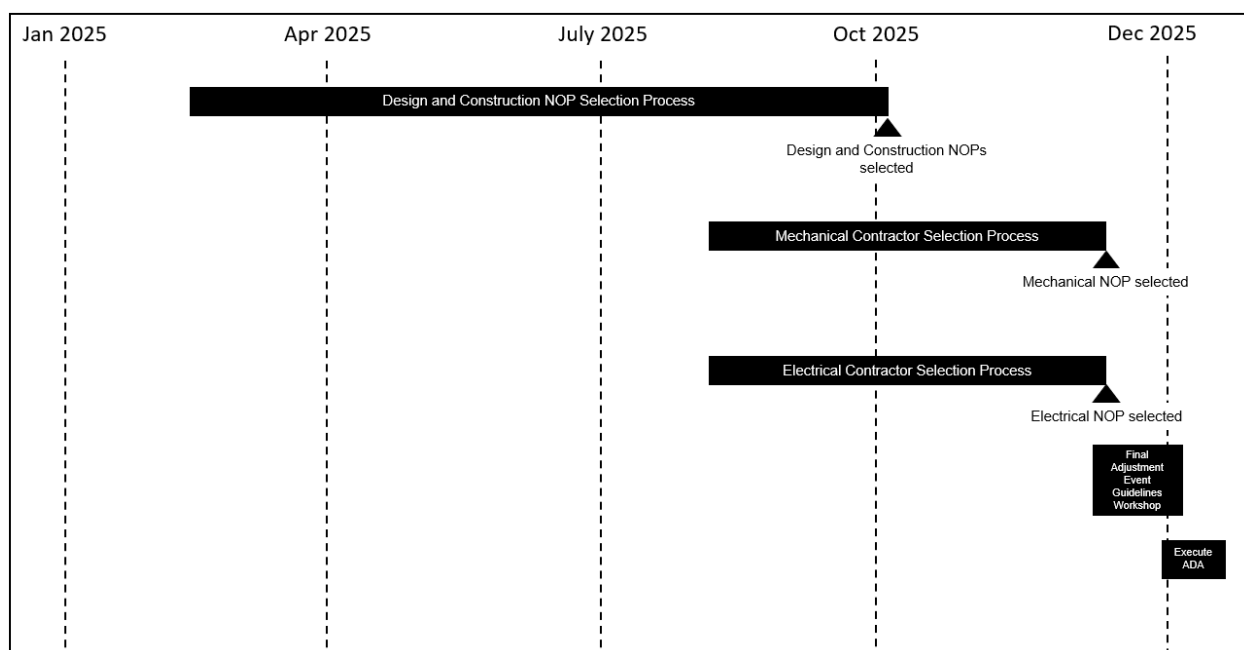
2.1 Procurement Process

The Project is being procured using a Single TOC Alliance Selection Process through the following processes:

- The Design and Construction NOP Selection Process;
- The Mechanical Contractor Selection Process, described in this RFP, and;
- The Electrical Contractor Selection Process.

Figure 1 below shows the high-level timeline for the above listed procurement processes.

FIGURE 1 PROCUREMENT PROCESSES



2.2 Design and Construction NOP Selection Process

The Owner is currently undertaking a separate process to procure the Design and Construction NOPs (the “Design and Construction NOP Selection Process”) to execute the ADA as NOPs and proceed to the ADP for the Project. This process is currently in the request for proposals workshop stage and, is expected to be completed in October 2025. The Design and Construction NOP proponent teams are:

- EllisDon Corporation and DIALOG BC Architecture Engineering and Interior Design Planning Inc.; and
- PCL Constructors Westcoast Inc. and Parkin Architects Western Limited.

The Owner anticipates that Design and Construction NOP Preferred Proponent representatives will participate in the Mechanical Contractor Selection Process to ensure cultural integration and commercial alignment occurs amongst all parties.

2.3 Electrical Contractor Selection Process

The Owner is undertaking a separate procurement process to procure an Electrical Contractor (the “Electrical Contractor Selection Process”) that will execute the ADA as a NOP.

The Owner anticipates that the Electrical Contractor Selection Process will proceed on a similar timeline to the Mechanical Contractor Selection Process.

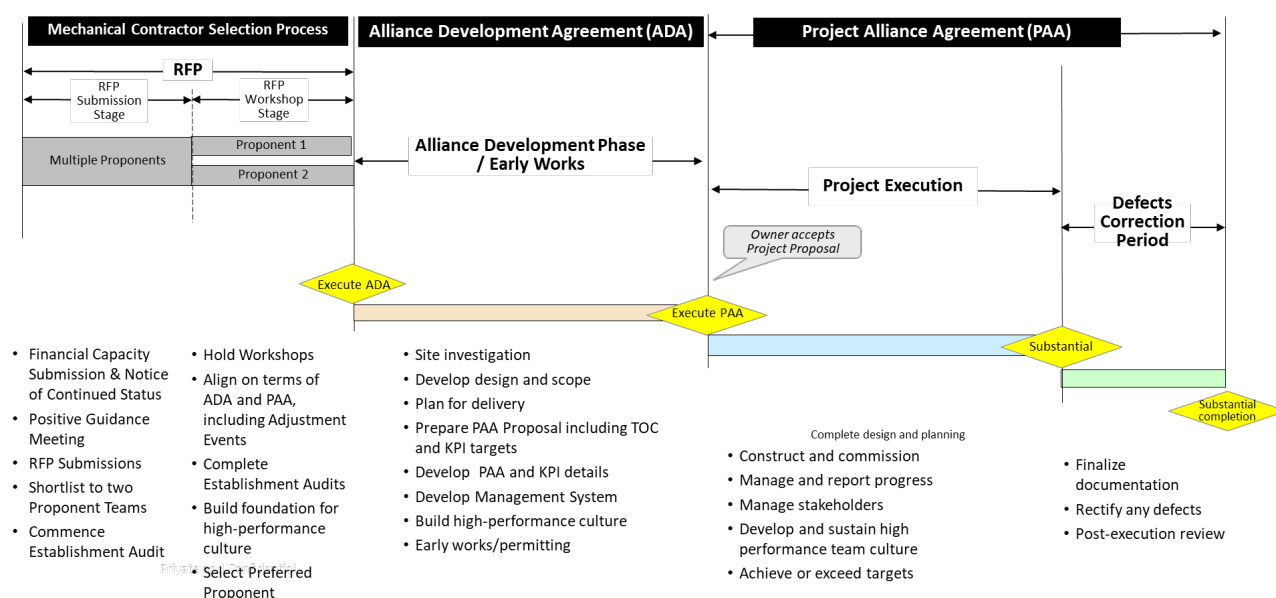


3 RFP Process and Workshops

The Mechanical Contractor Selection Process is comprised of:

- The RFP Submission stage (from which the two highest scoring Proponent Teams from the RFP Submission stage will be invited to participate in the subsequent stage); and
- The RFP Workshops stage.

FIGURE 2 ALLIANCE PROCUREMENT – MECHANICAL CONTRACTOR SELECTION PROCESS



3.1 Estimated Timeline

The following is the Owner's estimated timeline for the RFP Submission stage. The activities listed in the below table are described in Section 3.



TABLE 1 RFP SUBMISSION STAGE ESTIMATED TIMELINE

Activity	Timeline	Location (If applicable)
Issue RFP for Mechanical Contractor	July 30, 2025	N/A
Submission Time for Confirmation of Attendance and Questions for the Positive Guidance Meeting	See Summary of Key Information on Page 2	N/A
Positive Guidance Meeting	August 15, 2025	Virtual
Submission Time for Financial Capacity Submissions	See Summary of Key Information on Page 2	N/A
Submission Time for RFP Submissions	See Summary of Key Information on Page 2	N/A
Invitation to RFP Workshops stage	Week of September 29, 2025	N/A

This estimated timeline is subject to change at the discretion of the Owner.

The following is the Owner's estimated timeline for the RFP Workshops stage. The activities listed in the below table are described in Section 3.

TABLE 2 RFP WORKSHOPS STAGE AND PROJECT ESTIMATED TIMELINE

Activity	Timeline	Location (If applicable)
Proponent-Specific Adjustment Event Guidelines (AEG) Workshops	October 7 – 8, 2025	Vancouver, BC
Technical and Behavioural Workshops	October 21 – 22, 2025	Vancouver, BC



Activity	Timeline	Location (If applicable)
Submission Time for ADA/PAA Section-by-Section Review Document	See Summary of Key Information on Page 2	N/A
Commercial Alignment Workshops	November 3 – 7, 2025	Vancouver, BC
Selection of Preferred Proponent	November 2025	N/A
Preferred Proponents Adjustment Event Guidelines Workshop	December 4 – 5, 2025	Vancouver, BC
ADA Execution	December 2025	N/A
PAA Execution	December 2026	N/A

This estimated timeline is subject to change at the discretion of the Owner.

3.2 Establishment Audit

Proponent Teams are expected to participate in the Establishment Audit that is required to be completed by the Financial Auditor before the Commercial Alignment Workshops can commence. Upon request from a Proponent, the Contact Person will set up Establishment Audit kick-off meetings between the Financial Auditor and each Proponent. An Infrastructure BC representative anticipates attending the Establishment Audit kick-off meetings. The kick-off meetings will focus on the Establishment Audit process and will not include discussions specific to a Proponent Team's confidential or commercially sensitive information. More information regarding the Establishment Audit process can be found in the Establishment Audit brief in the RFP Data Room.

Completing the Establishment Audit in a timely manner is necessary for a successful Commercial Alignment in the Mechanical Contractor Selection Process. Proponent Teams will be expected to respond promptly to any Financial Auditor, Owner, or Infrastructure BC requests related to the Establishment Audit. Bi-weekly status update meetings will be held between



representatives of the Proponent Teams, the Owner, Infrastructure BC and the Financial Auditor. Discussions specific to Proponent Team's confidential or commercially sensitive information will not be discussed at the bi-weekly status update meetings. Dates and times will be provided directly by the Financial Auditor for the bi-weekly status update meetings.

3.3 Positive Guidance Meeting

A presentation will be made by the Owner and Infrastructure BC at the Positive Guidance Meeting on what Proponents' can expect during the Mechanical Contractor Selection Process, general Project information, as well as details on the three-limb compensation model. The Positive Guidance Meeting will be held virtually on the date specified in Section 3.1. Proponents will have an opportunity to submit questions for the Positive Guidance Meeting that may be answered by the Owner in its discretion.

Proponents are to confirm attendance and submit questions to the Contact Person by the Submission Time for Confirmation of Attendance and Questions for the Positive Guidance Meeting.

Further details, including an agenda and expected attendees, are available in the RFP Data Room. The Owner may, if it considers it desirable or necessary, schedule additional Positive Guidance Meetings with each Proponent.

Positive Guidance Meetings will not be evaluated.

3.4 Financial Capacity Submission

Each Proponent will prepare a Financial Capacity Submission in accordance with Appendix A.

The purpose of the Financial Capacity Submission is to confirm that the Proponent has sufficient financial capacity to undertake the Project.

In accordance with Appendix A, if the Owner determines, in its discretion, that the Proponent has sufficient financial capacity, the Owner will issue a Notice of Continued Status. Receipt of a Notice of Continued Status is a condition of each Proponent's continued status as a Proponent to participate in the RFP Submission Stage and is a Mandatory Requirement.



3.5 RFP Submission Stage

3.5.1 RFP Submission

Each Proponent Team will prepare an RFP Submission in accordance with Appendix A.

The two highest scoring Proponent Teams from the RFP Submission stage will be invited to the subsequent RFP Workshops stage.

3.6 RFP Workshops Stage

3.6.1 Proponent-Specific Adjustment Event Guidelines Workshops

The purpose of the Proponent-Specific Adjustment Event Guidelines Workshops is to enable each Proponent Team and the Owner to review and analyze various real-world scenarios that may affect the design and construction of the Project and to align on which risks and opportunities will be shared by the Participants, and which risks and opportunities will be borne unilaterally by the Owner.

The Proponent-Specific Adjustment Event Guidelines Workshops will be structured and facilitated by Infrastructure BC and the Alliance advisor, PCI Group. Each Proponent Team will attend a one-day in-person workshop. A briefing note will be provided in advance of the Adjustment Event Guidelines Workshops with further detail on the purpose, agenda, outcomes, conduct and attendees.

The Proponent-Specific Adjustment Event Guidelines Workshops will not be evaluated.

The Owner anticipates holding a Preferred Proponents Adjustment Event Guidelines Workshops for the potential Design, Construction, Mechanical and Electrical NOPs who have been selected through the Single TOC Alliance Selection Process. Further information about the Preferred Proponents Adjustment Event Guidelines is available in Section 3.6.5.

3.6.2 Technical and Behavioural Workshops

The Technical and Behavioural Workshops are an integral part of the Mechanical Contractor Selection Process. These workshops are designed to encourage the Owner, the Design and Construction NOPs, and each Proponent Team to undertake various collaborative activities and tasks to build relationships, facilitate meaningful conversations, and develop a collaborative



mindset. This is an opportunity for the Proponent Team to demonstrate its leadership and collaborative behaviours in action.

It is envisaged that part of these workshops will include a working session to review and discuss the Proponent's RFP Submission related to Section 2.3 Criteria 3 – Approach to Delivering Value. The objective of this session is to enable the Owner to assess the Proponent Team's:

- Ability to add value to the Project including innovations, and other technical and commercial capabilities;
- Ability to work collaboratively with the Owner Participant and other NOPs in an environment of potential technical, commercial, and subject matter experts' and interested parties' tension; and
- Potential to form a high-performing team with the Owner Participant and other NOPs.

The Technical and Behavioural Workshops will be structured and facilitated by the Alliance Advisor. Each Proponent Team should be prepared to attend a one day in-person workshop. A briefing note will be provided in advance of the Technical and Behavioural Workshops with further details on the purpose, agenda, outcomes, proposed attendees, and conduct. The Owner anticipates inviting the preferred proponent from the Design and Construction NOPs Selection Process to participate in the Technical and Behavioural Workshops.

Further information about the evaluation of RFP Workshops is available in Section 7.3.3.

3.6.3 Proponent Review of the Draft ADA and Draft PAA

Proponents should review the Draft ADA and the Draft PAA and submit their Section-By-Section Review comments as indicated in Appendix D to the Contact Person by the Submission Time for the Draft ADA/PAA Section-by-Section Review Document.

3.6.4 Commercial Alignment Workshops

The purpose of the Commercial Alignment Workshops is to enable the Owner, and each Proponent to align on the legal and commercial terms and conditions of the Draft ADA and Draft PAA. The Commercial Alignment Workshops will include discussion of each Proponent's Section-by-Section Review comments on the Draft ADA and Draft PAA as well as, details of Limb 1 Reimbursable Costs and Limb 2 Fee percentages. At the conclusion of the commercial



alignment process, each Proponent will agree that no further substantive changes will occur to either the ADA or the Final Draft PAA throughout the ADP.

Each Proponent will attend a two day in-person Commercial Alignment Workshop. A briefing note will be provided in advance of the Commercial Alignment Workshop with further detail on the purpose, outcomes, proposed attendees, and conduct.

Further information about the evaluation of RFP Workshops is available in Section 7.3.3.

3.6.5 Preferred Proponents Adjustment Event Guidelines Workshop

The purpose of the Preferred Proponents Adjustment Event Guidelines Workshops is to enable the potential Design, Construction, Mechanical and Electrical NOPs, the Owner Participant and Infrastructure BC, to review and analyze various real-world scenarios that may affect the design and construction of the Project and to align on which risks and opportunities will be shared by the Participants, and which risks and opportunities will be borne unilaterally by the Owner.

The Preferred Proponents Adjustment Event Guidelines Workshops will be structured and facilitated by Infrastructure BC and the Alliance advisor, PCI Group. All potential Participants will attend a two-day in-person workshop. A briefing note will be provided in advance of the Preferred Proponents Adjustment Event Guidelines Workshops with further detail on the purpose, agenda, outcomes, conduct and attendees.

The Preferred Proponents Adjustment Event Guidelines Workshops will not be evaluated. The Owner anticipates that the ADA will be executed shortly after this workshop.

3.7 RFP Data Room

The Owner has established a secure website to be used as an electronic data room (the RFP Data Room) in which it has placed documents that the Owner has identified as relevant to the Project, and that may be useful to the Proponents. The Owner makes no representation as to the relevance, accuracy, or completeness of any of the information available in the RFP Data Room. The Owner will require Proponents to sign the Proponent Registration Form and Participation Agreement in Appendix E prior to being granted access.

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



3.8 Proponent's Contact Representative

The Owner intends to communicate solely with each Proponent's Contact Representative and may disregard communications from other persons on behalf of a Proponent during the Mechanical Contractor Selection Process.

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



4 RFP Participation Requirement

4.1 Proponent Registration Form and Participation Agreement

As a condition of participating in this RFP, each Proponent must sign and deliver to the Contact Person a Proponent Registration Form and Participation Agreement, substantially in the form attached as or otherwise acceptable to the Owner in its discretion. Proponents will not be permitted to participate further in the Mechanical Contractor Selection Process until they have signed and delivered a Proponent Registration Form and Participation Agreement.



5 Submission Requirement

5.1 Submission Form and Content

Financial Capacity Submissions and RFP Submissions should be in the form and include the content described in Appendix A . Each Proponent may only submit one Financial Capacity Submission and RFP Submission.



6 Submission Instructions

6.1 Submission Time and Submission Location

Proponents must submit their Financial Capacity Submissions and RFP Submissions to the Submission Locations and by the Submission Times.

The Financial Capacity Submission should consist of the following:

- (a) The Financial Capacity Submission requirements described in this RFP;

The RFP Submission should be made up of the following:

- (b) The RFP Submission requirements described in this RFP;
- (c) A completed RFP Submission Declaration Form in the form attached as Appendix B of this RFP; and
- (d) A completed Relationship Disclosure Form in the form attached as Appendix C of this RFP.

6.2 Web-Based Platform for Submissions

Proponents are to submit their Financial Capacity Submission and their RFP Submission by upload to a secure web-based platform of their choosing and as confirmed to by the Owner in advance. Proponents are responsible to arrange a test of the secure-web-based platform with the Contact Person at least five Business Days in advance of each submission time.

6.2.1 Electronic Submission

To facilitate the Owner's evaluation, Proponents should provide their RFP Submission in a number of separate files as specified in Appendix A of this RFP.

6.3 No Email or Hard Copy Submission

Financial Capacity Submissions and RFP Submissions submitted by email or in hard copy will not be accepted, except as specifically permitted in this RFP.



6.4 Language of Submissions

Financial Capacity Submissions and RFP Submissions should be in English. Any portion of a Financial Capacity Submission or RFP Submission not in English may not be evaluated.

6.5 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 RFP Submission will be deemed to have been prepared on the basis of this entire RFP issued prior to the Submission Time for RFP Submissions. The Owner accepts no responsibility for any Proponent lacking any portion of this RFP or any Addenda.

6.6 Enquiries

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

Proponents are encouraged to submit Enquiries using the Enquiry Form (Appendix H).

The following applies to any Enquiry:

- (a) Responses to an Enquiry will be in writing;
- (b) All Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Owner;
- (c) The Owner is not required to provide a response to any Enquiry;
- (d) A Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (e) If the Owner decides that an Enquiry marked “Commercial in Confidence”, or the Owner’s response to such an Enquiry, must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Owner may provide its response to all Proponents;
- (f) Notwithstanding Sections 6.6 (d) and (e):
 - (i) If one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as



“Commercial in Confidence”, the Owner may provide a response to such Enquiry to all Proponents; and

- (ii) If the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

6.7 Electronic Communication

Proponents should only communicate with the Contact Person by email.

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

- (a) The Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - (i) For ensuring that any electronic email system being operated for the Owner or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent’s transmission cannot be received; or
 - (ii) If a permitted email or other electronic communication or delivery is not received by the Owner or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) All permitted email communications with, or delivery of documents by email or other electronic means 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.

6.8 Addenda

The Owner may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this



RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 6.6, 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 Owner is authorized to amend or clarify this RFP. The Owner will provide a copy of all Addenda to all Proponents.

6.9 Intellectual Property Rights

(a) Grant of Licence

Subject to Section 6.9 (b), by submitting an RFP Submission, each Proponent will, and will be deemed to have:

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

Proponents will not be responsible or liable for any use by the Owner or any sub-licensee or assignee of the Owner of any Intellectual Property Rights contained in an RFP Submission.

(b) Exceptions to Licence

The licence granted under Section 6.9 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting an RFP Submission, each Proponent represents to the Owner that it owns or has, and will continue to own or have at the Submission Time for RFP Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its RFP Submission or otherwise disclosed by the Proponent to the Owner and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section 6.9 (a).



6.10 Definitive Record

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

6.11 Amendments to RFP Submission

A Proponent may amend any aspect of its RFP Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for RFP Submissions.

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

6.12 Changes to Proponent Teams

If for any reason after the Submission Time for RFP Submissions a Proponent wishes or requires to add, remove, or otherwise change a Proponent Team Member, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a Proponent Team Member) of a Proponent Team Member, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team Members, then the Proponent must submit a written application to the Owner for approval, including supporting information that may assist the Owner in evaluating the change, including any information that would have been required under the RFP Submission in respect of the relevant Proponent Team Member. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Owner will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponents. For clarity:

- (a) The Owner may refuse to permit a change to the composition of a Proponent Team if the change would, in the Owner's judgement, result in a weaker team; or
- (b) The Owner may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team Member, or changes to the legal relationship among the Proponent and/or Proponent Team Members



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

In addition to changes under this Section 6.12 , the Proponent may submit the written application to make a change to its Proponent Team along with its RFP Submission, as set out in Appendix A. For clarity, any information provided under this Section 6.12 may be taken into account in evaluating the RFP Submission as set out in Appendix A.

6.13 Material Change After Submission Time

A Proponent will give immediate notice to the Owner of any material change that occurs to a Proponent Team after the Submission Time for RFP Submissions, including a change to a Proponent's financial capacity.



7 Evaluation

7.1 Mandatory Requirements

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

- (a) The Proponent must have signed and delivered to the Contact Person the Proponent Registration Form and Participation Agreement in accordance with Section 4.1;
- (b) The Financial Capacity Submission must be received at the Submission Location before the Submission Time for Financial Capacity Submissions;
- (c) The Proponent must have received a Notice of Continued Status; and
- (d) The RFP Submission must be received at the Submission Location before the Submission Time for RFP Submissions.

7.2 Evaluation

The Owner has established Evaluation Criteria on which Proponents will be evaluated and scored throughout the Mechanical Contractor Selection Process. The Owner will evaluate the Financial Capacity Submissions, the RFP Submissions and RFP Workshops by application of the Evaluation Criteria summarized below and provided in detail in Appendix A. In accordance with Table 3, certain evaluation scores from the RFP Submissions will be carried forward into the RFP Workshops stage and may, at the Owner's discretion, be re-evaluated where new information becomes available as part of the RFP Workshops. Information obtained at a previous phase of the Mechanical Contractor Selection Process may be re-evaluated if relevant to a criterion assessed at a subsequent phase.

If there is any conflict between information provided at an earlier phase and a later phase, the most recent information will take precedence.



TABLE 3 SUMMARY OF EVALUATION CRITERIA AND WEIGHTINGS BY PHASE

	Criteria	RFP Submission Stage	RFP Workshops Stage
1	Relevant corporate experience and track record	40%	10%
2	Personal experience and demonstrated performance of nominated team members ALT nominee, other nominated Key Leads	40%	25%
3	Approach to delivering value	20%	25%
4	Demonstrated leadership and collaborative behaviours in action	N/A	40%

7.3 Evaluation Process

7.3.1 Financial Capacity Submission

The Owner will evaluate the Financial Capacity Submission evaluation in accordance with the evaluation criteria set out in Appendix A. The Financial Capacity Submission is evaluated as a Minimum Requirement (pass or fail).

The Owner anticipates providing each Proponent, within ten (10) Business Days or such longer period as may be required by the Owner of receiving the Financial Capacity Submission, with a confidential response confirming each Proponent's continued status as a proponent ("Notice of Continued Status") or indicating any requests for further information regarding the Financial Capacity Submission as contemplated in Appendix A of this RFP.



If the Owner is satisfied that the Proponent's Financial Capacity Submission substantially demonstrates that the Proponent has sufficient financial capacity to undertake the Project, then the Owner will issue a Notice of Continued Status.

If any information contained in a Financial Capacity Submission is not verified to the Owner's satisfaction, the Owner may, in its discretion, request verification of any information, and if the verification is not to the Owner's satisfaction, the Owner may decline to consider the information.

The Owner may, in its discretion, discontinue the evaluation of a Financial Capacity Submission at any time, if the Owner is not satisfied that a Financial Capacity Submission demonstrates that the Proponent has sufficient financial capacity to undertake the Project.

7.3.2 Evaluation of RFP Submission and RFP Workshops

The Owner will evaluate and score each Proponent's RFP Submission and participation in the RFP Workshops against the criteria described both in Appendix A and in Section 7.3.3 below.

Appendix A describes the Evaluation Criteria and indicates the weightings for each criterion. Scores will be awarded for how effectively the Proponent's RFP Submission and participation in the RFP Workshops responds to the Evaluation Criteria described in Table 7 of Appendix A.

The Owner will not evaluate the RFP Submission if the RFP Submission has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The Owner may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation of any aspect of the RFP Submission and the RFP Workshops, including if the Owner considers that any RFP Submission, or any part of an RFP Submission, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the Owner that the RFP Submission meets any requirements of this RFP at any time, or for any other reason the Owner in its discretion deems appropriate and in the interests of the Owner and this RFP, or either of them:

- (a) Waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement, or failure to satisfy, and any resulting ineligibility on the part of the Proponent or any Proponent Team Member;



- (b) Independently consider, investigate, research, analyze, request, or verify any information or documentation whether or not contained in any RFP Submission or the RFP Workshops;
- (c) Request interviews or presentations with any, all or none of the Proponent Teams to clarify any questions or considerations based on the information included in RFP Submissions or provided in the RFP Workshops, during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) Conduct reference checks relevant to the Project with any or all of the references cited in an RFP Submission and any other persons (including persons other than those listed by Proponents in any part of their RFP Submissions) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Mechanical Contractor Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of RFP Submissions and the RFP Workshops;
- (e) Conduct financial capacity, credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) Not proceed to review and evaluate, or discontinue the evaluation of any RFP Submission or RFP Workshop, and disqualify the Proponent from this RFP; and
- (g) Seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any RFP Submission or RFP Workshop or any part of their component packages.

Without limiting the foregoing or Appendix A, the Owner may, in its discretion (and without further consultation with the Proponent), reject any RFP Submission:

- (h) Which in the opinion of the Owner:
 - (i) Is materially incomplete or irregular; or



- (ii) Contains any false or misleading statement, claims or information; or
 - (iii) In which the Owner determines there is or there is an indication of any criminal affiliations or activities by a Proponent.
- (i) To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and RFP Submissions or RFP Workshops, or in respect of any Proponent, including the Proponent whose RFP Submission or RFP Workshops is the subject of the review or evaluation, as the case may be.

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

Proponents may not submit any clarifications, information, or documentation in respect of the RFP Submission after the RFP Submission Time, without the prior written approval of the Owner or without an invitation or request by the Owner.

If any information, including information as to experience or capacity, contained in an RFP Submission or an RFP Workshop is not verified to the Owner's satisfaction, the Owner may, in its discretion, request verification of any information, and if the verification is not to the Owner's satisfaction, the Owner may decline to consider the information.

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

7.3.3 Evaluated RFP Workshops

Through the various interactions during this RFP, the Owner will evaluate each Proponent in relation to Criterion 4 (Demonstrated leadership and collaborative behaviours in action) as outlined below and in Appendix A.



In relation to the leadership capabilities of the Proponent's proposed Alliance team members and overall capacity to be a high-performing team, the Owner anticipates this Alliance to set a high standard of performance for the delivery of the Project, embodying the true spirit of alliancing. To this effect, the Owner will be looking to assess the leadership and management capabilities and experience of the Proponent as well as the Proponent's ability to work collaboratively with the Owner Participant's Team and preferred proponent from the Design and Construction NOPs Selection Process to generate effective and innovative solutions.

The purpose of the Technical and Behavioural Workshops is to enable the Owner Participant's Team to experience what it feels like to work with the Proponent Team on various technical and cultural aspects of the Alliance. This will allow the Owner to evaluate the Proponent's nominated Key Individuals, and overall approach, capability, and ability to demonstrate leadership and collaborative behaviours in action. To this end, the Owner will assess the following characteristics during the Technical and Behavioural Workshops and the Commercial Alignment Workshops:

- The leadership and collaborative behaviours and personal contributions of the ALT nominee and other Key Lead nominees ;
- The technical and managerial capabilities of the Key Individuals;
- The Proponent's ability to genuinely engage the Owner Participant's Team and Design and Construction preferred proponents in a peer-like manner and to generate innovative solutions;
- The Proponent's level of commitment and enthusiasm to deliver the Project Alliance Objectives; and
- The Proponent's overall capability to integrate with the Owner Participant's representatives and preferred proponent from the Design & Construction NOP Selection Process to create a high-performing culture.

In relation to behaviour demonstrated in the Commercial Alignment Workshops, the Owner is mindful that delivery of the Project will involve navigating a wide range of uncertainties, some of which will require Participants to resolve competing interests. It is important that the Proponents demonstrate a fair and reasonable attitude to commercial alignment, and that commercial discussions are conducted in a way that promotes trust and fair dealings between the parties. For these reasons the Owner will assess the following characteristics during the Commercial Alignment Workshops:



- Extent to which the Proponent demonstrates a balanced and reasoned approach to commercial discussions – including the ability to listen for understanding, willingness to consider all parties’ perspectives and legitimate needs, desire for equitable and mutually acceptable solutions, rather than only promoting its own self-interest and/or negotiating on the basis of entrenched positions;
- Sense of reasonableness regarding legal concerns and willingness to enter into an Alliance relationship in which most risks are shared between the participants (to maximize collective performance and project success) rather than seeking to minimize its own exposure to risk (regardless of collective performance and project outcomes); and
- Extent to which the Proponent conducts itself honestly and with integrity during commercial discussions, including open discussion of its needs, expectations and constraints, and willingness to:
 - Be open regarding its areas of concern and the reasons for these; and
 - Seek true alignment with all participants.

The Owner will not evaluate the content of the Section-By-Section Review comments provided by the Proponent in relation to the Draft ADA or Draft PAA but instead expects and welcomes genuine and honest feedback. Evaluation during the Commercial Alignment Workshops is restricted to the Proponent’s demonstrated behaviours.

Except as may be expressly stated otherwise in this RFP, including Section 10.5, the Owner will retain all information received from a Proponent during an RFP Workshop as strictly confidential, and will not disclose such information to the other Proponents or any third party. The Owner may disclose such information to its consultants and advisors who are assisting or advising the Owner with respect to the Project.



8 Selection of Preferred Proponent

8.1 Selection and Award

The Owner anticipates that it will select a Preferred Proponent at the end of the Mechanical Contractor Selection Process. The Owner will invite the Preferred Proponent to enter an ADA substantially in the form agreed with that Proponent during the Commercial Alignment Workshops.

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

- (a) Inviting the next ranked Proponent to enter into an ADA substantially in the form agreed with that Proponent during the Commercial Alignment Workshops; or
- (b) Terminate the Mechanical Contractor Selection Process entirely and proceed with some or all of the Project in some other manner, including using other contractors.

Any final approvals required by the Owner, such as from the Province, will be conditions precedent to the final execution of the ADA and commencement of the ADP.

It is the intention of the Owner that:

- (a) Any issues with respect to the Draft ADA and Draft PAA will be discussed with each Proponent during the Commercial Alignment Workshops;
- (b) Following the Mechanical Contractor Selection Process, the Owner will issue a final version of the Draft ADA and a Final Draft PAA incorporating the changes that have been agreed with the Preferred Proponent during the Commercial Alignment Workshops; and
- (c) Following the issue of a final version of the Draft ADA, the Draft ADA will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications, and additions:
 - (i) To those provisions or parts of the Draft ADA that are indicated as being subject to completion or finalization, or which the Owner determines in its



- discretion require completion or finalization, including provisions that require modification or the insertion or addition of information relating to the Preferred Proponent (e.g., corporate, partnership or trust structure);
- (ii) Required by the Owner to complete, based on the RFP Submission, any provision of the final Draft ADA, including changes, modifications and additions contemplated in or required under the terms of the Draft ADA;
 - (iii) That are necessary to create or provide for a legally complete, enforceable, and binding agreement; or
 - (iv) That enhance clarity in legal drafting.

The Owner also reserves the right, in its discretion, to negotiate changes to the final Draft ADA.

Upon Contract Execution, except as stated in the RFP, the ADA, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) this RFP and the RFP Submission submitted in respect of the Preferred Proponent.

8.2 Debriefs

The Owner will conduct a debriefing on request from a Proponent within 60 days of Contract Execution or termination of the Mechanical Contractor Selection Process.

8.3 Compensation for Participation in the Mechanical Contractor Selection Process

The Owner will not provide any compensation to Proponents for participating in the RFP for this Mechanical Contractor Selection Process.



9 Conflict of Interest and Relationship Disclosure

9.1 Reservation of Rights to Disqualify

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

9.2 Relationship Disclosure

Each Proponent should fully disclose all relationships that it and any of its Proponent Team Members may have with the Owner, any Restricted Party, or any other person providing advice or services to the Owner with respect to the Project or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage:

- (a) By submission of completed Relationship Disclosure Forms with its RFP Submission; and
- (b) At any time during the Mechanical Contractor Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

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

9.3 Use or Inclusion of Restricted Parties

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



- (a) To advise or otherwise assist the Proponent respecting the Proponent's participation in the Mechanical Contractor Selection Process; or
- (b) As a potential NOP or Guarantor or as an employee, advisor or consultant to the Proponent or a potential NOP or Guarantor.

Each Proponent is responsible to ensure that the Proponent uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Proponent.

9.4 Current Restricted Parties

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

- Boughton Law Corporation;
- Deloitte LLP;
- DLA Piper Australia;
- DLA Piper (Canada) LLP;
- KPMG International Limited;
- KPMG Australia Pty Limited;
- KPMG LLP (Canada);
- PCI Group PTY LTD;
- Singleton Urquhart Reynolds Vogel LLP;
- SSA Quantity Surveyors Ltd;
- EllisDon Corporation;
- EllisDon Inc.;
- DIALOG BC Architecture Engineering Interior Design Planning Inc.;
- DIALOG (Partnership);
- PCL Constructors Westcoast Inc.;
- PCL Construction Group Inc.;
- Parkin Architects Western Ltd;



- Parkin Architects Limited; and
- The Owner and Infrastructure BC.

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

9.5 Conflict of Interest Adjudicator

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

The COI Adjudicator and the Owner may make decisions or exercise rights under this Section 9.6 and this RFP for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 9.6 will apply with such modifications as the Owner or the COI Adjudicator may consider necessary.

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

9.6 Request for Advance Decision

A Proponent or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than 15 Business Days prior to the Submission Time for RFP Submissions, by email, the following information:

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



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

If a Proponent or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Mechanical Contractor Selection Process documents as a Restricted Party.

9.7 The Owner May Request Advance Decisions

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 9.6.

9.8 Decisions Final and Binding

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

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

9.9 Shared Use

A Shared Use Person is a person identified by the Owner as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Owner considers in its discretion their availability to all Proponents to be desirable in the



interests of the Mechanical Contractor Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent.

No Shared Use Persons have been identified for this Project.

9.10 Exclusivity

Unless permitted by the Owner, at its discretion or permitted as a Shared Use Person, each Proponent will ensure that no Affiliated Person of the Proponent, participates as a member of any other Proponent.

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

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

- (a) To request an advance decision on matters related to exclusivity, the Proponent should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for RFP Submissions by email, the following information:
 - (i) Names and contact information of the Proponent making the disclosure;
 - (ii) A description of the relationship that raises the possibility of non-exclusivity;
 - (iii) A description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Mechanical Contractor Selection Process; and
 - (iv) Copies of any relevant documentation.

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



9.10.1 Exclusivity – the Owner May Request Advance Decisions

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

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Owner may require that the Proponent make an application under Section 9.10.

9.10.2 Exclusivity – Decisions Final and Binding

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

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



10 RFP Terms and Conditions

10.1 No Obligation to Proceed

This RFP does not commit the Owner to select a Preferred Proponent or enter into an ADA, and the Owner reserves the complete right to at any time reject all RFP Submissions, and to terminate this RFP and the Mechanical Contractor Selection Process and proceed with the Project in some other manner.

10.2 No Contract

Other than to the extent provided in the Proponent Registration Form and Participation Agreement, this RFP is not a contract between the Owner and any Proponent, nor is this RFP an offer or an agreement to purchase work, goods, or services. No contract of any kind for work, goods or services whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of an RFP Submission, unless the Owner and the Preferred Proponents execute and deliver an ADA, and then only to the extent expressly set out in the ADA.

10.3 Freedom of Information and Protection of Privacy Act

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

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

10.4 Cost of Preparing the Submission

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



10.5 Confidentiality of Information

Subject to the conditions in Schedule 1 of the Proponent Registration Form and Participation Agreement, all information pertaining to the Project received by any Proponent or a Proponent Team Member through participation in this RFP is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent or a Proponent Team Member discuss the Project with any member of the public or the media without the prior written approval of the Owner. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Owner has engaged Infrastructure BC. Infrastructure BC has been, and continues to be, involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 6.6, the Owner may, in its discretion, disclose information that is available from the Project to Infrastructure BC and other projects, and may obtain information from other projects.

10.6 General Reservation of Rights

The Owner reserves the right, at its discretion, to:

- (a) Amend the scope of the Project and/or modify, cancel, or suspend the Mechanical Contractor Selection Process at any time for any reason;
- (b) Accept or reject any Financial Capacity Submission or RFP Submission based on the Owner’s evaluation of the Financial Capacity Submissions, RFP Submissions in accordance with Appendix A;
- (c) Reject a Financial Capacity Submission or RFP Submission that fails to meet the Mandatory Requirements;
- (d) Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to an RFP Submission or failure to comply with the requirements of this RFP except for Mandatory Requirements, and accept that Financial Capacity Submission or RFP Submission even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the or RFP Submission null and void;



- (e) Reject, disqualify, or not accept any or all Financial Capacity Submission or RFP Submissions without any obligation, compensation, or reimbursement to any Proponent;
- (f) Re-advertise for new RFP Submissions to this or a modified RFP, call for quotes, proposals, or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) Make any changes to the terms of the business opportunity described in this RFP;
- (h) Negotiate any aspects of a Proponent's RFP Submission;
- (i) Extend the time available for any RFP Workshop for one or all Proponents; and
- (j) Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

10.7 No Collusion

Proponents, their Proponent Team Members, their respective employees and representatives involved with the RFP Submission, will not discuss, or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent, or representative of any other Proponent regarding the preparation, content, or representation of their RFP Submissions.

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

10.8 No Lobbying

Proponents, their Proponent Team Members and their respective directors, officers, employees, consultants, agents, advisors, and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Mechanical Contractor Selection Process, including for the purpose of influencing the outcome of the Mechanical



Contractor Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Mechanical Contractor Selection Process, directly or indirectly, with any representative of the Owner, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, the Owner in its discretion may at any time, but will not be required to, reject any and all RFP Submissions submitted by that Proponent without further consideration.

10.9 Ownership of Submissions

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

10.10 Fairness Reviewer

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

The Fairness Reviewer will be:

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

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



10.11 Disclosure and Transparency

The Owner is committed to an open and transparent procurement process. To assist the Owner in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

The Owner expects to publicly disclose the following information during this stage of the Mechanical Contractor Selection Process:

- (a) The RFP;

Following ADA Execution, the Owner expects to publicly disclose:

- (b) The Fairness Reviewer's report pertaining to the Mechanical Contractor Selection Process; and
- (c) The name of each NOP that is a signatory to the ADA.

Following PAA Execution, the Owner expects to publicly disclose:

- (d) The final PAA excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

- (e) To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of, the Owner;
- (f) It will notify the Owner of any and all requests for information or interviews received from the media; and
- (g) It will ensure that all others associated with the Proponent comply with the requirements of this RFP.

10.12 Legal Advisor

The Owner has appointed DLA Piper (Canada) LLP and DLA Australia (together, DLA Piper) as the Owner's legal counsel and as a result each firm is a Restricted Party. By submitting an RFP Submission, the Proponent, and each Proponent Team Member, expressly consents to DLA Piper continuing to represent the Owner for all matters in relation to this RFP and the Project,



including any matter that is adverse to the Proponent, or any Proponent Team Member or any of their respective related parties, despite any information of the Proponent, or any Proponent Team Member, or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any Proponent Team Member or any of their respective related parties, may have had, or may have, with DLA Piper in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponents', or any relevant Proponent Team Member's rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

10.13 Limitation of Damages

Each Proponent on its own behalf and on behalf of any Proponent Team Member:

- (a) Agrees not to bring any Claim against the Owner or Infrastructure BC or any of their employees, advisors, or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its RFP Submission for any matter in respect of this RFP or Mechanical Contractor Selection Process, including:
 - (i) If the Owner accepts a non-compliant submission or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Mechanical Contractor Selection Process; or
- (b) If the Project or Mechanical Contractor Selection Process is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
- (c) Waives any and all Claims against the Owner or Infrastructure BC or any of their employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent or any reason, including:
 - (i) If the Owner accepts a non-compliant submission or otherwise breaches or fundamentally breaches the terms of this RFP or the Mechanical Contractor Selection Process; or
- (d) If the Project or Mechanical Contractor Selection Process is modified, suspended, or cancelled for any reason (including modification of the scope



of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP.



11 Definitions and Interpretation

11.1 Definitions

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Draft ADA or the Draft PAA.

In this RFP:

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

Addenda or **Addendum** means an addendum to this RFP issued by the Contact Person as described in Section 6.8.

Adjustment Event Guidelines means guidelines developed between each Proponent and the Owner during the Adjustment Event Guidelines Workshops that will determine a narrow set of events that will lead to an adjustment to the target outturn cost and/or the KRA targets.

Alliance Development Phase or **ADP** means the alliance development phase as described in the Request for Qualifications, and as set out in the ADA.

Affiliated Persons, or affiliated person, or persons affiliated with each other, are:

- (a) a corporation and
 - (i) a person by whom the corporation is controlled,
 - (ii) each member of an affiliated group of persons by which the corporation is controlled, and
 - (iii) a spouse or common-law partner of a person described in subparagraph (i) or (ii);
- (b) two corporations, if
 - (i) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - (ii) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or



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

Alliance means the collaborative arrangements formed to perform the Alliance Works.



Alliance Works means the design and construction of the Project pursuant to the Project Alliance Agreement.

ALT means the Alliance Leadership Team.

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

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.

Commercial Alignment Workshop has the meaning set out in Section 3.6.4.

Conflict of Interest Adjudicator or **COI Adjudicator** means the person described in Section 9.5.

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

Contract Execution means the time when the ADA has been executed and delivered and all conditions to the effectiveness of the ADA have been satisfied.

Design and Construction NOPs means the entities selected under the Design and Construction NOPs Selection Process.

Design and Construction NOPs Selection Process means the overall process for the selection of the Design and Construction NOPs.

Draft ADA means the draft alliance development agreement attached as Appendix F to this RFP.

Draft PAA means the draft project alliance agreement attached as Appendix G to this RFP.

Electrical Contractor means the entity that will carry out the electrical scope of work for the Project.

Electrical Contractor Selection Process means the overall process for the selection of the Preferred Electrical Contractor.

Enquiry has the meaning set out in Section 6.6.

Establishment Audit means an audit conducted by the Financial Auditor on each prospective Mechanical NOP during the Mechanical Contractor Selection Process with the following goals:

- to ensure that all prospective NOPs are clear on how open book compensation will work in detail under the ADA and PAA; and



- to help the parties align on arrangements for the compensation model in a manner that creates a sound foundation for the collaborative relationship.

Evaluation Criteria means the criteria referred to in Appendix A, Part 2 .

Fairness Reviewer has the meaning set out in Section 10.10.

Final Draft PAA means the draft project alliance agreement following the conclusion of the Commercial Alignment Workshops.

Financial Auditor means the advisor retained by the Owner to conduct Establishment Audits during the Mechanical Contractor Selection Process and conduct Project financial audits during the execution of the PAA.

Freedom of Information and Protection of Privacy Act or **FOIPPA** has the meaning set out in Section 10.3.

GST means Goods and Services Tax.

Guarantor means an entity providing financial and/or performance support to a NOP by way of a guarantee or a commitment to provide a parent company guarantee or other proposed credit support in relation to the Project, as identified in the Proponent's RFP Submission.

Infrastructure BC means Infrastructure BC Inc.

Intellectual Property Rights has the meaning set out in Section 6.9.

Key Individuals of a Proponent means the specific individuals, exclusive to the Proponent Team, nominated to the following roles (or equivalent), as identified in the Proponent Team's RFP Submission and as may be changed pursuant to this RFP:

- (a) Alliance Leadership Team nominee; and
- (b) Key Lead nominee(s).

Key Individuals may not be nominated to multiple roles. A Key Individual role may only be filled by one individual. Key Individuals must be an employee of, or independent contractor directly engaged by a NOP.

Key Lead(s) means means one or more individuals, excluding the ALT nominee, who are nominated to support the Alliance in delivering the Project Works through designated leadership or specialist roles. Key Leads may form part of the Alliance Project Team or Alliance Management Team, may hold multiple roles, and may be selected or replaced on a best-for-project basis.



Mandatory Requirements means the proposal requirements described in Section 7.1.

Mechanical Contractor means the entity that will carry out the mechanical scope of work for the Project pursuant to this RFP.

Mechanical Contractor Selection Process means the overall process for the selection of the Preferred Proponent.

NOPs means Non-Owner Participants.

Notice of Continued Status has the meaning set out in Section 7.3.1.

OIDR means the Owner's indicative design review.

OIDRR means the Owner's indicative design review report.

Owner means Northern Health acting as client in the Alliance.

Owner Participant means Northern Health acting as one of the Participants in the Alliance.

Participants means the Owner Participant and the NOPs.

PAA has the meaning set out in Section 1.1.

Positive Guidance Meetings has the meaning set out in Section 3.3.

Preferred Proponent means the Proponent selected by the Owner pursuant to this RFP to finalize the ADA.

Preferred Proponents Adjustment Event Guidelines Workshop has the meaning set out in Section 3.6.3.

Project has the meaning set out in Section 1.1.

Project Description means the document prepared by the Owner to guide the Alliance in developing its Project Proposal and included in the RFP Data Room.

Project Proposal has the meaning set out in Section 1.1.

Proponent means:

- (a) before the RFP Submission Time, any party described in Section 1.2 that has signed and submitted a Proponent Registration Form and Participation Agreement (Appendix E); and
- (b) after the RFP Submission Time, any party described in Section 1.2 that has submitted a RFP Submission.



Proponent Registration Form and Participation Agreement has the meaning set out in Section 4.1.

Proponent Team means the proposed Mechanical Contractor, Key Individuals, and Guarantor(s), as identified in the Proponent's RFP Submission, and as may be changed pursuant to this RFP or the ADA or the PAA.

Proponent Team Member means any member of a Proponent Team.

Proponent's Contact Representative means, for a Proponent, the individual who is fully authorized to represent the Proponent Team in any and all matters related to this RFP, as such individual may be changed from time to time by the Proponent by written notice to the Owner.

Proponent-Specific Adjustment Event Guidelines Workshop has the meaning set out in Section 3.6.1.

Province means the Province of British Columbia.

Relationship Disclosure Form means a form substantially as set out in Appendix C or as otherwise acceptable to the Owner.

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

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

RFP Data Room has the meaning set out in Section 3.5.

RFP Submission means a proposal submitted in response to this RFP.

RFP Workshops means, collectively the Technical and Behavioural Workshops, and the Commercial Alignment Workshops.

Section-By-Section Review means a form substantially as set out in Appendix D.

Shared Use Person has the meaning set out in Section 9.9.

Single Target Outturn Cost Alliance Selection Process or **Single TOC Alliance Selection Process** means the overall process for the selection of all the Non-Owner Participants to enter into the ADA for the Project, including this RFP.



Submission Declaration Form means a form substantially as set out in Appendix B, or as otherwise acceptable to the Owner.

Submission Location for Financial Capacity Submissions means the submission location for the Financial Capacity Submissions identified as such in the Summary of Key Information.

Submission Location for RFP Submissions means the submission location for the RFP Submissions identified as such in the Summary of Key Information.

Submission Requirements means the requirements described in Appendix A.

Submission Time for Draft ADA/PAA Section-by-Section Review Document means the date and time identified as such in the Summary of Key Information

Submission Time for Confirmation of Attendance and questions for the Positive Guidance Workshops means the date and time identified as such in the Summary of Key Information.

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

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

Technical and Behavioural Workshop has the meaning set out in Section 3.6.2.

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

TOC means the Target Outturn Cost as defined in the PAA.

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

U.S. Supplier means:

- (a) an entity, including a corporation or partnership, incorporated or organized under the laws of the United States of America, a state or territory of the United States of America or the District of Columbia; and
- (b) a sole proprietor who is a resident of a state or territory of the United States of America or the District of Columbia.



11.2 Interpretation

In this RFP:

- (a) Any action, decision, determination, consent, approval, or any other thing to be performed, made, or exercised by or on behalf of the Owner or the client, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner or the client which may be exercised for purposes connected with this RFP or otherwise in the interests of the Owner or the client;
- (b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) A reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) The word “including” when used in this RFP is not to be read as limiting;
- (f) All dollar values are Canadian dollars unless otherwise indicated;
- (g) All time references are to the 24-hour time clock system unless otherwise indicated;
- (h) A reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union, or government authority; and
- (i) Each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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



Appendix A Submission Contents and Evaluation of Proposals

Part 0. Financial Capacity Submission Guidelines

Submissions should:

- a) Include a title page file clearly marked with the words, “Financial Capacity Submission – University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor”;
- b) Include all the information requested in this Appendix A. Materials provided that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner; and
- c) Be submitted as follows:

TABLE 4 FINANCIAL CAPACITY SUBMISSION PACKAGE

Package	Contents	Electronic Submission
Package 0	Financial information (see Section 0 of Part 3 of this Appendix A).	<p>The Financial Capacity Submission is to be submitted to the Contact Person in accordance with Section 6.2. Proponent Teams should upload the following electronic files:</p> <p>A consolidated file containing the entire Financial Capacity Submission Package.</p>



Part 1. RFP Submission Guidelines

Submissions should:

- a) Include a title page file clearly marked with the words, “RFP Submission – University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor”;
- b) Include all the information requested in this Appendix A. Materials provided that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner;
- c) Be limited to 34 single-sided pages (for clarity 17 double-sided pages) for Package 2, excluding any Key Individuals’ resumes. Key Individuals and resumes should not exceed 2 pages for each person. Materials submitted which exceed the page limit may not be evaluated, at the discretion of the Owner.
- d) Be formatted to be printed on 8.5” x 11” page size with a minimum font size of 11 point and a 2.5 cm margin unless otherwise specified; and
- e) Be submitted as follows:

TABLE 5 RFP SUBMISSION PACKAGES

Package	Contents	Electronic Submission
Package 1	Introduction, Forms and Nominated Projects (see Section 1 of Part 4 of this Appendix A)	The RFP Submission is to be uploaded to the Contact Person in accordance with



Package	Contents	Electronic Submission
Package 2	RFP Submission including Sections 2.1.1, 2.1.2, 2.1.3, 2.2.1, 2.3.1, 2.3.2 and 2.3.3 of Part 4 of this Appendix A.	<p>Section 6.2. Proponent Teams should upload the following electronic files:</p> <p>A consolidated file containing the entire RFP Submission; and</p> <p>An individual file for each of Packages 1 and 2.</p>



Part 2. Evaluation

Minimum Requirement

The Owner will evaluate RFP Submissions and determine, in its discretion, if the Proponent Team adequately meets the minimum requirements in Table 6 of this Appendix A (the Minimum Requirement). Should any Proponent Team fail to adequately meet the Minimum Requirement, the Owner may discontinue the evaluation of that Proponent Team's Response in accordance with Sections 7.3 and 10.6 of this RFP.

TABLE 6 MINIMUM REQUIREMENT

Financial Capacity

Sufficient financial capacity of the proposed NOP to undertake the Project.

NOTE: If the Owner is satisfied that the Financial Capacity Submission, including any such requested additional information, substantially meets the above requirements, the Owner will issue a Notice of Continued Status to the Proponent in accordance with Section 7.3.1 of this RFP.

If the Owner is not satisfied that the Financial Capacity Submission, including any such requested additional information, substantially meets the above requirements, the Owner may, in its discretion, not issue a Notice of Continued Status.



Evaluation Criteria

The Owner will evaluate the RFP Submissions and the RFP Workshops by applying the Evaluation Criteria and weighting in Table 7 below.

TABLE 7 EVALUATION CRITERIA AND WEIGHTING

Criteria	Evaluation Criteria	Weighting RFP Submission Stage	Weighting RFP Workshops Stage
Criteria 1 - Relevant Corporate Experience and Track Record	2.1.1 Corporate experience and performance in technically comparable work	40%	10%
	2.1.2 Corporate experience and performance in collaborative contracts		
	2.1.3 Corporate experience with Indigenous participation, apprenticeships, and development of a diverse workforce		
Criteria 2 – Personal Experience and	2.2.1 Key Individuals' experience: <ul style="list-style-type: none"> One ALT nominee 	40%	25%



Criteria	Evaluation Criteria	Weighting RFP Submission Stage	Weighting RFP Workshops Stage
Demonstrated Performance of Nominated Team Members	<ul style="list-style-type: none"> Key Leads nominees – up to four nominees¹ 		
Criteria 3 – Approach to Delivering Value	2.3.1 Approach to ADP including processes to develop a robust and value focused TOC		
	2.3.2 Quality and content of Owner's indicative design review (OIDR)	20%	25%
	2.3.3 Approach to developing a high-performing one-team culture		
Criteria 4 - Demonstrated Leadership and	Demonstrated leadership capabilities and collaborative behaviours of the ALT nominee in the RFP Workshops	N/A	40%

¹ Additional resources can be proposed during the ADP.



Criteria	Evaluation Criteria	Weighting RFP Submission Stage	Weighting RFP Workshops Stage
Collaborative Behaviours in Action	Demonstrated leadership and management capabilities of the Key Lead nominees in the RFP Workshops		
	Overall evidence of capacity to be a high-performance team		
	Fair and reasonable behaviour demonstrated in Commercial Alignment Workshops		
Total		100%	100%



Disqualification of RFP Submissions

Without limitation, the Owner may, in its discretion, disqualify an RFP Submission if:

- a) Background investigations reveal any criminal affiliations or activities by the Proponent or a Proponent Team Member and such affiliations or activities would, in the opinion of the Owner, interfere with the integrity of the Mechanical Contractor Selection Process; or
- b) The RFP Submission includes a false or misleading statement, claim or information.

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

Part 3. Financial Capacity Submission Requirements

The Financial Capacity Submission should address the requirements set out in the table below. Proponents should use the section numbers and corresponding titles shown in these tables in their Financial Capacity Submissions to assist the Owner in the evaluation in accordance with Appendix A.

TABLE 8 RFP FINANCIAL CAPACITY SUBMISSION

Section	Title	Contents
0.	Financial Capacity	
0.1	Financial Capacity	Demonstrate the financial capacity of the Proponent (or Guarantor as applicable) by providing the following:



Section	Title	Contents
		<p>(a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendices I and J, from an insurance company that the following coverages will be available for the Project if the Proponent is awarded a contract:</p> <ul style="list-style-type: none"> (i) Commercial general liability insurance coverage of not less than \$5 million inclusive per occurrence; \$5 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$5 million annual aggregate; and (ii) Professional liability insurance coverage of not less than \$5 million per claim and \$5 million aggregate. <p>To address the Minimum Requirement stated in Part 2 of Appendix A:</p> <p>(b) Provide the following information for the Proponent, and the Guarantor(s) (if applicable):</p>



Section	Title	Contents
		<ul style="list-style-type: none"> (i) Evidence of the parent company's willingness to provide a guarantee; (ii) Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last 3 fiscal years (entire annual reports should not be provided); (iii) If available, copies of the interim financial statements for each quarter since the last fiscal year for which audited statements are provided; (iv) Details of any material off-balance sheet financing arrangements currently in place; (v) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; (vi) Details of any credit rating, including any downgrades of credit rating in last 5 years; (vii) Details of any bankruptcy, insolvency, company creditor arrangement or other



Section	Title	Contents
		<p>insolvency proceedings in the last 3 fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Proponent Team's ability to perform its obligations in relation to the Project; and</p> <p>(viii) For entities where financial statements are provided for a parent company, rather than the Proponent, provide evidence of the parent company's willingness to provide a guarantee in respect of the Proponent.</p> <p>(c) With reference to the information provided in this Section, briefly describe the Mechanical Contractor's project obligations:</p> <p>(i) Capacity to undertake project obligations (e.g., credit rating, and ability to provide performance security, including by a Guarantor (as applicable)); and</p>



Section	Title	Contents
		(ii) How the Mechanical Contractor would fund its respective portion in a maximum painshare (loss of limb 2) situation.

Part 4. RFP Submission Requirements

The RFP Submission should address the requirements set out in the table below. Proponents should use the section numbers and corresponding titles shown in these tables in their RFP Submissions to assist the Owner in the evaluation in accordance with Appendix A.



TABLE 9 RFP SUBMISSION REQUIREMENTS

Section	Title	Contents
1.	Introduction, Forms and Nominated Projects	
		<ul style="list-style-type: none"> (a) Transmittal Letter; (b) Submission Declaration Form (see Appendix B) signed by the Proponent; (c) A table containing the names of the ALT nominee and Key Lead nominees and their proposed roles; (d) Relationship Disclosure Form (see Appendix C) signed by the Proponent;
1.1	Forms	<ul style="list-style-type: none"> (e) Name and contact details for the Proponent's Contact Representative. The Proponent's Contact Representative will be the only person to receive communication from the Contact Person regarding this RFP. <ul style="list-style-type: none"> (i) Name; (ii) Mailing/courier addresses; (iii) Telephone number; and



Section	Title	Contents
		(iv) Email address.
1.2	Proposed Proponent	(a) Provide the legal name of the entity for the Proponent.
1.3	Nominated Projects	<p>Submit a maximum of 5 Nominated Projects using Form A-1 and Form A-2 of this Appendix A. Note that more current Nominated Projects (where the evaluated activity has been completed within the last 10 years, e.g., completion of design assist or substantial completion for construction) may be considered to have greater relevance than older projects.</p> <p>Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner, if not, please describe why the reference has been included in the Submission.</p>
2.1	Criteria 1 – Relevant Corporate Experience and Track Record	
2.1.1	Corporate Experience and Performance in Technically Comparable Work	Using up to 3 Nominated Projects relevant to sub-sections a) through c) below, describe the Proponent's Team's experience and capability for each of the following:



Section	Title	Contents
		<ul style="list-style-type: none"> (a) Contributing to the design of mechanical elements and leading the delivery of the mechanical scope on projects similar in scope, size, and complexity to the Project (refer to Form A-2 for relevancy) and key lessons learned that are applicable to this project; (b) Delivering mechanical scope on time and on budget, indicating any variances or changes in the final project schedule and budget from those originally approved. Include examples of how specific schedule and/or budget challenges were managed and details of any other key project achievements; and (c) Leading transition, and activation of the completed project including training of Owner’s facility management team and including any key lessons learned that are applicable to this project. <p>Proponents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p> <p>Suggested page count: 4</p>



Section	Title	Contents
2.1.2	Experience and Performance in Working Collaboratively	<p>Using up to 2 Nominated Projects relevant to sub-sections (a) through (c) below, describe the Proponent's experience and capability for each of the following:</p> <ul style="list-style-type: none"> (a) Working collaboratively with owners, designers and contractors to align the objectives of all parties; (b) Early mechanical contractor involvement and benefits the project achieved as a result of that involvement; and (c) Co-creating a cost estimate and a schedule with project teams and owners. <p>Proponents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p> <p>Suggested page count: 4</p>
2.1.3	Indigenous Participation, Apprenticeships, and Development of a Diverse Workforce	<p>Using up to 2 reference projects relevant to sub-sections a) and b) below, describe the Proponent's experience and capacity for each of the following:</p> <ul style="list-style-type: none"> (a) Indigenous Participation – Describe the Proponent's experience with:



Section	Title	Contents
		<ul style="list-style-type: none"> (i) Indigenous involvement in project delivery, such as working with Indigenous-owned businesses as sub-contractors and in partnerships or joint ventures; and (ii) Hiring, training, and developing Indigenous individuals. <p>(b) Apprenticeships, Training and Development for Underrepresented Groups – Describe the Proponent’s experience and capability in:</p> <ul style="list-style-type: none"> (i) Providing apprenticeships and training opportunities for individuals in Underrepresented Groups; and (ii) Hiring, integrating, training, and developing individuals in Underrepresented Groups. <p>These referenced projects do not need to be Nominated Projects.</p> <p>Proponents are to clearly establish the relevance of the reference projects and how their experience and performance will be leveraged for the benefit of the Project. Note that more current reference projects (where</p>



Section	Title	Contents
		<p>the evaluated activity has taken place within the last 10 years) may be considered to have greater relevance.</p> <p>Suggested page count: 2</p>
2.2	Criteria 2 – Personal Experience and Demonstrated Performance of the Nominated Team Members	
2.2.1	<ul style="list-style-type: none"> • ALT Nominee • Key Lead Nominees 	<p>(a) Describe the experience and capability of the ALT nominee and Key Lead nominees for the Project, as defined in this RFP, in leading and delivering the mechanical scope of work for projects of this nature, including capacity to add value to the Project and lessons learned from working in collaborative project delivery and/or integrated project team arrangements:</p> <ul style="list-style-type: none"> (i) ALT nominee (one proposed individual); and (ii) Key Lead nominees (up to four proposed individuals in total). <p>(b) Provide a resume for each of the above Key Individuals. At a minimum, the following information is required:</p> <ul style="list-style-type: none"> (i) Name, proposed role on the alliance project team, professional and/or trade



Section	Title	Contents
		<p>qualifications/designation(s) and a summary of education; and</p> <p>(ii) References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) for at least 2 relevant projects within the past 10 years for each Key Individual. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner. Reference should ideally be from Nominated Projects; and</p> <p>(iii) Provide a list of past relevant projects and positions held by each of the above Key Individuals within the past 10 years in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability of the respective Key Individual for the proposed role in the Project.</p>



Section	Title	Contents
		<p>(c) Describe the availability of each of the above Key Individuals including percentage of time the Key Individual will dedicate to each phase of the Project by the following 4 phases: ADP, design, construction, and commissioning.</p> <p>(d) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform their role and responsibilities according to the anticipated timeline in Section 3.1.</p> <p>Suggested Page count: 10</p>
2.3	Criteria 3 – Approach to Delivering Value	
2.3.1	Approach to ADP Including Process to Develop a Robust and Value Focused TOC	<p>(a) Clearly demonstrate the proposed approach for developing and implementing the mechanical scope of work during the ADP. Specifically, describe the Proponent's approach to the following:</p> <p>(i) Rapidly mobilizing, co-locating and integrating with all other Alliance Participants; and</p> <p>(ii) Efficient and effective approach to optimizing the design, schedule and lifecycle performance, including how innovative approaches, within or</p>



Section	Title	Contents
		<p>affecting the mechanical scope of work, will be used to drive efficiencies, schedule improvements and achieve the Project Alliance Objectives.</p> <p>(b) Outline how the Proponent will work collaboratively with the Owner Participant, and other NOPs during the ADP to ensure the Alliance develops a robust and value focused TOC including how the Proponent will manage trade-offs between opportunities and constraints within the Mechanical scope versus the wider project, so that the overall project design, schedule and lifecycle cost is optimized beyond the Mechanical elements of the Project;</p> <p>Suggested page count:</p> <p>5 pages for both a) & b)</p>
2.3.3	Review of the Owner's Indicative Design	<p>With reference to the Mechanical Contractor's scope of work, review the Owner's indicative design for the Project, located in the RFP Data Room, and provide an Owner's Indicative Design Review Report (OIDRR).</p>



Section	Title	Contents
		<p>The OIDRR must be concise, providing the information requested below and relevant supporting data.</p> <p>The OIDRR should be presented with the following sections:</p> <ul style="list-style-type: none"> (a) Comments on the current design, including: <ul style="list-style-type: none"> (i) Both text and drawing information; (ii) Inputs required for a successful engagement strategy; and (iii) Inputs required to progress the design to the point where a robust TOC can be developed, during the ADP. (b) Potential risks in the indicative design, design process and other aspects of the Project, including an assessment of the impact on the Owner's budget estimate and the proposed approach to mitigate key risks identified. (c) Viable opportunities or alternatives (at a high level) to the indicative design. This could include specifications, layout, mechanical systems, impact on lifecycle and maintenance requirements,



Section	Title	Contents
		<p>access, workflow, innovations, maintenance requirements, and constructability which have a realistic likelihood of improving value in the solution, including an indicative budget impact (potential saving) associated with each significant opportunity (including outlining the basis of quantification).</p> <p>Proponents should consider to the extent they believe relevant, though not limit to themselves to, the following aspects as value improvement opportunities:</p> <ul style="list-style-type: none"> (i) Integration with the existing UHNBC campus, including clinical operations, support services and facility maintenance; and (ii) Responding to unique Prince George risks such as climate resiliency, and exterior fire suppression for forest fire smoke risk. <p>Suggested page count: 5 pages</p>



Section	Title	Contents
2.3.4	Approach to Developing a High Performing One Team Culture	<p>Outline the specific measures the Proponent expects to take to achieve cultural integration and a high-performing one team culture in the following areas:</p> <ul style="list-style-type: none"> (a) Initiatives and/or tools to enhance collaborative planning, coordination and project management to build relationships and trust. (b) Strategies to break down silos and promote “integrated one team” thinking across design, delivery and commissioning/activation phases. <p>Suggested page count: 2 pages</p>
2.3.5	Labour/Resource Management	<p>Describe the proposed labour and resource management approach for the ADP and PAA phases of the Project including:</p> <ul style="list-style-type: none"> (a) A description of current commitments, potential labour capacity constraints and management systems or processes used to manage expected labour capacity demands; and



Section	Title	Contents
		(b) Transition of Key Leads between phases based on a best for project approach.
		Suggested page count: 2 pages

Form A-1: Nominated Projects Summary Matrix

See separate Excel file.

Form A-2: Nominated Project Details

Identify Proponent and number projects sequentially 1 through 5; Maximum 3 single-sided pages in length per project.

Item	Notes to Proponents
Name of project	Details including official project name and contract number
Location of project	Country, province/state
Owner	Organization name



Item	Notes to Proponents
Reference contact details	Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, and preferred language of correspondence. By providing this information you are authorizing the Owner or the Owner's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFP.
Mechanical Contractor Contract Value	Contract value for the mechanical scope of work for the nominated project.
Contract Structure	E.g., alliance, target price contract, progressive design-build, integrated project delivery, stipulated sum, construction management, time and materials.
Contract period (term)	Contract commencement date, end of construction date, and contract end date.
Description of project	Capital value, scope and complexity, including purpose of facility.



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



Item	Notes to Proponents
	schedule management, scope management, budget management, and owner satisfaction.
Other information	Any information the Proponent considers relevant to the Evaluation Criteria.



Appendix B RFP Submission Declaration Form

By executing this RFP Submission Declaration, the Proponent agrees to the provisions of the RFP and this RFP Submission Declaration Form. Capitalized terms are defined in Section 11.1 of this RFP.

[RFP Proponent's Letterhead]

To: Northern Health Authority
c/o Infrastructure BC Inc.
1220, 800 West Pender St.
Vancouver, B.C., V6C 2V6

Attention: Jessica Jiang

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

1. Submission

- (a) this RFP Submission Declaration has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its RFP Submission;
- (c) its RFP Submission strictly conforms with this RFP and that any failure to strictly conform with this RFP may, in the discretion of the Owner, be cause for rejection of its RFP Submission;
- (d) its RFP Submission is made without collusion or fraud; and
- (e) the Owner reserves the right to verify information in its RFP Submission and conduct any background investigations including criminal record investigations, verification of the RFP Submission, credit enquiries, litigation searches, bankruptcy registrations and other investigations on the Proponent and all or any Proponent Team Members, and by submitting an RFP Submission, the Proponent and each Proponent Team



Member agrees that they consent to the conduct of all or any of those investigations by the Owner.

2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team Member has received, read, examined, and understood the entire RFP including all of the terms and conditions, all documents listed in this RFP Table of Contents, and any and all Addenda;
- (b) the Proponent and each Proponent Team Member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (c) the Proponent's Contact Representative identified below is fully authorized to represent the Proponent in any and all matters related to its RFP Submission, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (d) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team Member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Proponent is not a U.S. Supplier.

3. Consent of Proponent Team

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

4. The Proponent Team Members are:



TABLE 10 PROPONENT TEAM FIRM

Name of Proponent Team Member - Firm	Address	Role on Team

TABLE 11 PROPONENT TEAM INDIVIDUALS

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

Any individuals mentioned in the RFP Submission should be included in the table above.



**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Proposed NOP

Name of Authorized Signatory

Telephone

Signature



Appendix C Relationship Disclosure Form

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

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each Proponent Team Member, to the best of the knowledge of that Proponent Team Member;
- (b) the Proponent and each Proponent Team Member has reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- (c) the following is a full disclosure of all known relationships the Proponent and each Proponent Team Member has, or has had, with:
 - (i) the Owner;
 - (ii) any listed Restricted Party;
 - (iii) any current employees, shareholders, directors, or officers, as applicable, of the Owner or any listed Restricted Party;
 - (iv) any former shareholders, directors, or officers, as applicable, of the Owner or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and
 - (v) any other person who, on behalf of the Owner or a listed Restricted Party, has participated or been involved in the Mechanical Contractor Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Mechanical Contractor Selection Process.



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

Name of Proponent

Name of Firm – Proposed NOP

Address

Email Address

Telephone

Name of Authorized Signatory for Proponent

Signature



Appendix D Section-by-Section Review

University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor

1. Purpose of Section-By-Section Review

The Draft ADA and Draft PAA have been provided as a starting point for joint development of the final agreements, which will be further developed during the Commercial Alignment Workshops. Your feedback on the drafts will assist this process.

The aim of this pro-forma feedback document is to ensure that the Owner has a full understanding of the Proponent's views on the Draft ADA and Draft PAA including any feedback and commentary. This will enable the Commercial Alignment Workshops to proceed efficiently.

Any sections of the Draft ADA and Draft PAA that are not commented on, will be deemed acceptable to the Proponent.

2. Proponent Team Feedback Ranking and Commentary

Please complete the Section-By-Section Review document below for both the Draft ADA and Draft PAA, assigning one of the following codes against each section to indicate the criticality of each comment.

Ranking	Meaning
1	Major concern – actual or potential no-bid issue – Proponent Team is likely unable to enter into the agreement as drafted.
2	Medium concern – material to Limb 2 and/or (subject to clarifying Owner's intention) may impact Proponent Team's ability to enter into the agreement.
3	Minor concern – not material to Limb 2 or ability to execute, but Proponent Team suggests significant change.
4	Typographical error / for information only.



Appendix E Proponent Registration Form and Participation Agreement

(To be submitted by the Proponent's Contact Representative)

To participate further in this RFP, including accessing the Data Room, receiving Addenda and being invited to participate in the Positive Guidance Meetings please return this completed form, together with the Participation Agreement and attached Confidentiality Agreement (Schedule 1), as soon as possible, to:

Contact Person: Jessica Jiang

PROPONENT CONTACT INFORMATION

Name of Proponent: _____

Street Address: _____

City _____ Postal Code: _____

Province: _____

Mailing Address, If Different: _____

Telephone: (____) _____

Name of Proponent's Contact Representative: _____

E-mail Address of Proponent's Contact Representative: _____



[Insert Month, Day Year]

Northern Health Authority
c/o Infrastructure BC Inc.
1220, 800 West Pender St.
Vancouver, B.C., V6C 2V6

Attention: Jessica Jiang, Contact Person

Re: University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor – Participation Agreement in respect of the Request for Proposals issued by Northern Health Authority on July 30, 2025, as amended or otherwise clarified from time to time, including by all RFP Addenda.

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

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



- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any RFP Data Room agreement, or any other document or requirement of the Owner;
- (b) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 11.13 (Limitation of Damages) of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

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

6. General.

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



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

Proponent's Contact Representative

The Proponent's Contact Representative identified below is a duly authorized representative of the Proponent and has the power and authority to sign this Participation Agreement on behalf of the Proponent and is fully authorized to represent the Proponent.

Name of Proponent

Address of Proponent

Name of Proponent's Contact Representative

Email Address of Proponent's Contact Representative

Signature of Proponent's Contact Representative



SCHEDULE 1

Confidentiality Conditions

1. **Definitions.** In these confidentiality conditions:

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



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



Infrastructure BC, on request, of the identity of each Recipient Representative to whom any Confidential Information has been delivered or disclosed.

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

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



Appendix F Draft ADA

Posted in the RFP Data Room.



Appendix G Draft PAA

Posted in the RFP Data Room.



Appendix H Enquiry Form

ENQUIRIES

University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor

Request Number:

Proponent:

Date:

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

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:



Appendix I Insurance Undertakings – Professional Liability

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

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Proponent submitting a Submission to the Request for Proposals for the University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor.

[Insert Proponent Name]

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

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

Dated at _____

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

SIGNED _____

(Name, Title)

² Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes of insurance. Listings are available at the following links:
[OSFI federal listing of Canadian Property and Casualty Insurance Companies](#), [OSFI federal listing of Foreign Property and Casualty Insurance Companies](#), [BC Financial Services Authority](#)



(Duly Authorized Representative of Insurance Company)

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



Appendix J Insurance Undertakings – Commercial General Liability

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

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Proponent submitting a Submission to the Request for Proposals for the University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor.

[Insert Proponent Name]

We, the undersigned, as authorized representatives on behalf of "**[Insert Name of Insurance Company³]**", do hereby undertake and agree to provide Commercial General Liability insurance in the amount of FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence, FIVE MILLION DOLLARS (\$5,000,000) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of FIVE MILLION DOLLARS (\$5,000,000) annual aggregate for the University Hospital of Northern BC – Acute Care Tower Project – Mechanical Contractor, subject to underwriting.

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

Dated at _____

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

3 Insurance Company refers to an Insurer that is federally or provincially regulated and authorized to provide the specified classes of insurance. Listings are available at the following links: [QSFI federal listing of Canadian Property and Casualty Insurance Companies](#), [QSFI federal listing of Foreign Property and Casualty Insurance Companies](#), [BC Financial Services Authority](#)



SIGNED

(Name, Title)

(Duly Authorized Representative of Insurance Company)

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

