



Request for Qualifications  
Burnaby Hospital Redevelopment Project -  
Phase 1

RFQ #11032

Issued December 5, 2019

**SUMMARY OF KEY INFORMATION**

<b>RFQ TITLE</b>	The title of this RFQ is: <b>RFQ – Burnaby Hospital Redevelopment Project - Phase 1</b> Please use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFQ is: <b>Jag Tamber</b> Email: <a href="mailto:jag.tamber@partnershipsbc.ca">jag.tamber@partnershipsbc.ca</a> Please direct all Enquiries, by email, to the above named Contact Person. <u>No telephone Enquiries please.</u>
<b>ENQUIRIES</b>	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry.
<b>RECEIPT CONFIRMATION FORM</b>	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
<b>SUBMISSION TIME</b>	The Submission Time is: <b>11:00 Pacific Time on March 5, 2020</b>
<b>SUBMISSION LOCATION</b>	Responses are to be submitted to: <b>c/o Partnerships BC</b> <b>Suite 1220, 800 West Pender Street</b> <b>Vancouver, V6C 2V6</b> <b>Attention: Jag Tamber</b>
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 8:30 to 16:00 Pacific Time (but not later than the Submission Time).

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## 1 INTRODUCTION

### 1.1 PURPOSE OF THIS RFQ

The purpose of this request for qualifications is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Burnaby Hospital Redevelopment Project - Phase 1 (the “**Project**”). Based on these Responses, the Fraser Health Authority (the “**Authority**”) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (“**RFP**”) stage.

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

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

### 1.2 ADMINISTRATION OF THIS RFQ

Partnerships British Columbia Inc. (“**Partnerships BC**”) is managing this RFQ and the Competitive Selection Process on behalf of the Authority.

### 1.3 ELIGIBILITY

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, consortium joint ventures, partnerships or any other legal entities. If the Respondent is not a legal entity, the Respondent will act through the legal entity or entities comprising the Respondent.

### 1.4 PROJECT BRIEF

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

## 2 THE PROJECT

### 2.1 BURNABY HOSPITAL REDEVELOPMENT PROJECT - PHASE 1

Over the last quarter century, Burnaby, British Columbia has witnessed significant changes in its demographic profile, evolving from a rural and suburban community to a major urban centre that is socially, economically and culturally diverse. Currently, Burnaby is one of the fastest growing municipalities in British Columbia with a population of over 246,000 people in 2018. Burnaby's population is expected to continue to increase at an average annual rate of 1.5 percent over the next 15 years, a rate 30% higher than British Columbia as a whole. Burnaby's population is projected to reach 270,000 by 2024, 301,600 by 2032 and over 310,000 by 2035.

Burnaby Hospital ("BH") is a community hospital located in Burnaby, serving the health care needs of residents in Burnaby, the eastern part of Vancouver and other bordering municipalities. Centrally located between Willingdon and Boundary at 3935 Kincaid Avenue, it provides a full range of primary and secondary acute care services as well as a number of specialized services such as 24/7 emergency care, general and internal medicine, general surgery, orthopedics, gynecology, urology, level one and two obstetrics, neonatal intensive care and tertiary palliative care, adult psychiatry, ambulatory care and other outpatient clinics.

The Project comprises of a new build Inpatient/Outpatient Tower and includes renovations and a new expansion of the Support Facilities Building, renovations to the Nursing Tower, renovations to the existing steam boiler plant and demolition of the West Wing and Cascade Buildings (see Figure 1).

Figure 1: Existing Site



Under the Competitive Selection Process, the Authority is seeking to enter into:

1. a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to undertake the design, build and partial financing of a new Inpatient/Outpatient Tower and an expansion to the Support Facilities Building (the “**DBF Scope**”);
2. a contract (the “**Construction Management Agreement**”) with the Construction Manager to provide construction management services to the Authority for the renovations to the Support Facilities Building, the Nursing Tower, the existing steam boiler plant and demolition of the West Wing and Cascade Buildings (the “**CM Scope**”); and
3. a contract (the “**Design Services Agreement**”) with the Design Firm to provide design services to the Authority for the renovations to the Support Facilities Building, the Nursing Tower and the existing steam boiler plant,

collectively referred to as the Agreements. The Authority reserves the right to combine one or more of the Agreements, so that the CM Scope and/or the Design Services Agreement might form part of the Project Agreement or the CM Scope and the Design Services Agreement might be combined into one agreement. Full details of the Agreements will be provided in the RFP.

The construction cost of the entire Project is estimated to be approximately \$390 million. The DBF Scope construction value is anticipated to be approximately \$205 million and the CM Scope construction value to be approximately \$185 million.

## 2.2 PROJECT OBJECTIVES

The following objectives were established to guide the development of the Project:

Clinical Objectives:

- (a) Improve patient outcomes by improving the quality of the health care environment; e.g. reduce rates of hospital acquired infections through provision of single-occupancy rooms, separation of clean/soiled material transport routes and modernized HVAC Systems;
- (b) Reduce cost of acute care by improving access to community outpatient services for high-complexity / poly-morbid patients;
- (c) Improve patient and family experience by providing care space that conforms to modern design standards; e.g. enable patient privacy, provide greater access to daylight, provide space for family support;
- (d) Reduce surgical and procedural wait lists by providing increased operating room and procedure room capacity; and

- (e) Improve access to, and quality of, emergency services by providing emergency care space that supports efficient and high quality care; indicators of improved access include: reduced “time to see physician”, reduced “time to discharge”, and reduced “left without being seen” rates.

Facility Objectives:

- (a) Improve safety for staff and improve the quality of the work environment;
- (b) Reduce facility risk associated with aging infrastructure and deferred maintenance as measured by the facility condition index;
- (c) Build capacity for subsequent project phases;
- (d) Achieve post-disaster site standards for new buildings;
- (e) Improve campus energy efficiency and achieve LEED® Gold for new buildings; and
- (f) Improve environmental conditions for critical spaces such as operating rooms, medical device reprocessing department, pharmacy, etc. This includes proper control of relative humidity, temperature, and ventilation aligned with current Canadian Standards Association standards and building code requirements.

## 2.3 PROJECT SITE

The hospital site is located on a hill resulting in a variation in elevation from west to east. As shown in Figure 1, the hospital buildings are grouped at the westerly portion of the site due to a steep drop in terrain to the east. The easterly portion of the site consists of a dense treed area that is relatively steep with a creek bed near the bottom of the slope, posing a significant constraint to the existing BH campus (the “Site”) and rendering this area effectively undevelopable. Main power lines run in the north-south and east-west direction along the northern and eastern boundary of the Site.

BH consists of five buildings constructed in the 1950s through to the 1970s and parking areas identified as follows:

- North Wing – Consists of the original 1952 hospital building;
- West Wing - The 1958 expansion immediately to the south and perpendicular to the North Wing. The North Wing and West Wing are jointly referred to as the West Wing.
- Cascade (Residence) Building – Built in 1973 as a residential care facility and later renovated into a mental health and substance use facility.
- Support Facilities Building – Built in 1978 and accommodating key diagnostic and treatment services.
- Nursing Tower – Built in 1978 and containing patient and staff facilities.

- Parking – comprising a multi-level parkade built in 1975, surface parking to the south of the west wing and other smaller parking areas in various locations.

## 2.4 PROJECT TEAM

### 2.4.1 Fraser Health Authority

The Authority is one of six provincial health authorities established by the provincial government to administer health care services in British Columbia. The Authority is the largest of the province's health authorities, providing the full continuum of care services to more than 1.8 million people living in communities (one-third of the provincial population) stretching from Burnaby to White Rock to Hope. This catchment area is a diverse multicultural population, including approximately 38,100 First Nations people associated with 32 bands.

The Authority is one of Canada's largest and fastest growing health authorities with over 25,000 employees, 2,600 physicians, and nearly 8,000 volunteers. With an annual operating budget of \$3.3 billion (2014/15) the Authority operates 12 acute care hospitals, 7,760 residential care beds, and provides mental health care, public health, home and community care.

Additional information about the Authority is available at: [www.fraserhealth.ca](http://www.fraserhealth.ca).

### 2.4.2 Partnerships BC

Partnerships BC supports the public sector in meeting its infrastructure needs by providing leadership, expertise and consistency in the procurement of complex capital projects by utilizing private sector innovation, services and capital to deliver measurable benefits for taxpayers.

The Authority has engaged Partnerships BC to manage the Competitive Selection Process for the Project.

Additional information about Partnerships BC is available at [www.partnershipsbc.ca](http://www.partnershipsbc.ca).

## 2.5 ADVANCE WORK BY THE AUTHORITY

The following sections provide an overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Contract Execution.

### 2.5.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia. Further Authority and Province approvals are expected to be required prior to issuance of the RFP and Contract Execution.

### 2.5.2 Site Zoning

The site is zoned P6 for institutional use. The adjacent zoning to the north and south of the site is mainly single and two-family residential (R5). The west side of the site is zoned for multi-family residential use (RM2) and the east side of the site is zoned CD for comprehensive development. Rezoning is not required to accommodate the Project.

The Authority has been working with the City of Burnaby (the “**City**”) during the development of the indicative design for the Project and has had senior level discussions regarding timelines and potential expediting of the permit review and approval process. Further details will be included in the RFP and the Agreements.

Development (Preliminary Plan Approval) and building permits will be required. It will be Project Co’s responsibility to obtain these permits.

### 2.5.3 Site Preparation

The Authority has undertaken the following site assessments:

- Geotechnical Report
- Phase 1 Environmental Site Assessment
- Phase 2 Environmental Site Assessment
- Cascade Building Hazardous Materials Report
- West Wing Building Hazardous Materials Report
- North Wing Building Hazardous Materials Report
- Support Facilities Building Hazardous Materials Report

Where contamination is disclosed by these reports, the Authority will manage the remediation accordingly and/or outline how this known contamination is handled in the Agreements. If unanticipated site conditions occur during construction, these will be addressed in the Agreements.

### 2.5.4 Programming and Indicative Design

A functional program was created to support the business plan for the Project, and will form the basis for clinical specifications. The Authority’s compliance team has developed an indicative design. This indicative design serves several purposes, including testing the functional program to ensure that it fits within the available space, providing input to a quantity surveyor estimate to confirm affordability, and supporting the refinement of key departmental adjacencies and work flows. The indicative design is not intended to restrict Proponents in their design of the Project. Proponents at the RFP phase will be provided with, and may use, the indicative design as a reference for its design, but the Authority makes no representation as to the accuracy or completeness of any aspect of the indicative design.

## 2.6 GENERAL SCOPE OF PROJECT CO'S RESPONSIBILITY

### 2.6.1 The Agreements

The Authority intends to attach the Initial Draft Agreements to the RFP which will include:

- (a) Performance Specifications for the design and construction of the DBF Scope; and
- (b) proposed commercial terms.

The Authority will issue Final Draft Agreements which will be the basis upon which the Proposals will be submitted in response to the RFP.

### 2.6.2 General Scope of Responsibility – DBF Scope

The Authority anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

#### (a) Design

Project Co will be responsible for all aspects of the design for the Project including the integration of the various building components with each other. The final design will comply with the Performance Specifications that will be included in the Project Agreement and all applicable laws, including City requirements.

#### (b) Construction and Demolition

Project Co will be completely responsible for:

- (1) obtaining all permits and approvals necessary for construction of the DBF Scope, excluding zoning approvals already in place;
- (2) provision of utilities and other site services required to support the DBF Scope, including off-site works as required to connect the Project to existing City infrastructure;
- (3) construction of the Project;
- (4) achieving substantial completion; and
- (5) hazardous materials abatement and demolition in relation to the expansion of the Support Facilities Building as required.

#### (c) Equipment

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement. Project Co will have a significant role in the procurement and integration of the equipment into the design.

#### (d) Finance

It is anticipated that Project Co will receive payments from the Authority during the design and construction period together with a substantial completion payment following successful commissioning of the new Inpatient/Outpatient Tower. Project Co will be responsible for financing approximately \$50 million of construction period costs. The Authority does not anticipate accepting corporate financing (i.e. financing not from an independent third party).

Payments from the Authority during the design and construction periods will commence once Project Co has expended a pre-determined amount and will partially cover the funding required for the DBF Scope. Following substantial completion of the new Inpatient/Outpatient Tower, Project Co will receive the balance of the contract price in accordance with, and subject to, the terms and conditions of the Project Agreement.

It is anticipated that Project Co will be required to provide performance security to a specified minimum amount. Performance security requirements will be set out in the RFP, and may include parental company guarantees, and irrevocable demand letters of credit or combinations thereof.

(e) Interface with the Construction Management Agreement

The Project Agreement and the Construction Management Agreement will provide for an interface between Project Co and the Construction Manager. Project Co will be required to manage the interface and integration between the design-build and construction management components, including the responsibility to resolve any issues between the Design-Build Contractor and the Construction Manager.

(f) Wood First

As contemplated by the *Wood First Act* (British Columbia), Project Co will be required to use wood in the new Inpatient/Outpatient Tower consistent with Wood First legislation.

(g) Leadership in Energy and Environmental Design (“LEED®”)

The successful Proponent will be required to build the new Inpatient/Outpatient Tower to achieve LEED® Gold certification for Building Design and Construction. The expansion and renovations will not be required to achieve LEED® Gold.

(h) Communication and Consultation

The Authority and Project Co will work together on all aspects of public communication and consultation as set out in the Project Agreement.

### 2.6.3 Renovation Design and Construction Management Services

The Design Firm(s) and the Construction Manager will provide design and construction management services, under separate contracts, to the Authority in relation to the renovation and demolition works. The Design Firm(s) will work with the Authority to finalize the design, and the planning and phasing

schedule, for the renovations and demolition. As part of these services, the Construction Manager will provide construction management services to tender construction contracts for the various work packages on behalf of the Authority. The Authority will enter into contracts with the successful contractors identified through these tendering processes with the assistance and guidance of the Construction Manager.

#### 2.6.4 Community Benefits

The Community Benefits Agreement between BC Infrastructure Benefits Inc. and the Allied Infrastructure and Related Construction Council of BC will not apply to the Project.

#### 2.6.5 Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines

As contemplated by the Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines (the “**Apprentices Policy**”), the Project Co (and any subcontractors as defined in the Apprentices Policy) will be required to demonstrate engagement in apprenticeship training, to use apprentices on the work site, and to report accordingly to government. The Project Agreement and Construction Management Agreement will contain terms to ensure compliance.

Further information about the Apprentices Policy is available at:

<http://www2.gov.bc.ca/gov/content/industry/construction-industry/apprentices>.

## 2.7 KEY COMMERCIAL TERMS

### 2.7.1 Key Commercial Terms

The following are some of the key commercial terms that the Authority anticipates will be included in the Agreements:

(a) Term:

- (1) The term of the Project Agreement will commence on signing. It is anticipated that construction will commence in July 2021. The new Inpatient/Outpatient Tower is targeted to be substantially complete and available for use in January 2024, and the expansion of the Support Facilities Building is targeted to be substantially complete and available for use in August 2023.
- (2) The term of the Design Services Agreement will commence on signing. It is anticipated that design works will commence in June 2021 and the works are targeted to be substantially complete by June 2022, with some site services and minor design works continuing until the renovation and demolition works are substantially complete.
- (3) The term of the Construction Management Agreement will commence on signing. It is anticipated that construction will commence in August 2022 with all renovations to the Nursing Tower and the Support Services Building are targeted to be completed and the areas

available for use by July 2024 and June 2025 respectively; and the demolition works are targeted to be substantially complete by December 2024.

- (b) Payment: The Authority will make progress payments and may make milestone payments over the construction period as defined in the Agreements (the amount, timing and terms and conditions of which will be set out in the RFP).
- (1) Project Agreement: Financing of the capital cost of the DBF Scope will be split on a pro-rata basis with approximately 25% of upfront private financing from Project Co and 75% from the Authority. Project Co will receive payments during the design and construction period and on substantial completion. It is anticipated that a performance mechanism will be implemented to encourage Project Co to meet performance and quality requirements during the design and construction of the DBF Scope.
  - (2) Construction Management Agreement: The Authority anticipates making service payments to the Construction Manager over the construction period as defined in the agreement. The Authority anticipates making payments on a monthly payment cycle.
  - (3) Design Services Agreement: The Authority anticipates making progress payments and may make milestone payments to the Design Firm(s) over the design and construction period as defined in the agreement. The Authority anticipates making payments on a monthly payment cycle.
  - (4) The Authority anticipates that an independent certifier will be jointly appointed by the Authority and Project Co to provide payment certification services for the benefit of both parties during the construction period.
- (c) Price: It is anticipated that there will be a Project Price Ceiling in the RFP stipulating a maximum of the payments over the construction period, and that it will be mandatory to comply with this requirement.
- (d) Risk Allocation: The Project Agreement risk allocation will be based on Partnerships BC past precedents. The Construction Management Agreement and Design Services Agreement will be based on industry standards.
- (e) Warranty: The Authority anticipates requiring Project Co to provide a two-year extended warranty for the DBF Scope and extended warranties for key components of the DBF Scope as defined in the Project Agreement.
- (f) Deficiencies: The Authority anticipates implementing a milestone payment or holdback for achieving total completion as defined in the Project Agreement.

## 2.7.2 Availability of Key Individuals

In regards to all Key Individuals, Respondents should also anticipate that the Authority will include certain deductions to Project Co, and/or payments to the Authority, in the Project Agreement to address the availability of Key Individuals. Any proposed replacement should possess expertise and experience that is similar to, if not better than, that of the unavailable Key Individual, and any such replacement is subject to approval of the Authority. Additional Key Individuals may be required at the RFP stage.

### 3 COMPETITIVE SELECTION PROCESS

This Section describes the process that the Authority expects to use in the selection of a Preferred Proponent and the execution of the Agreements. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Contract Execution.

#### 3.1 RFQ STAGE

The Authority anticipates that it will select, in accordance with the terms of this RFQ, a shortlist of no more than three Respondents to be Proponents, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

#### 3.2 RFP STAGE

The Authority's objective at the RFP stage is to select the Preferred Proponent with whom it may enter into the Agreements. The RFP stage is expected to include:

##### 3.2.1 Collaborative Meetings

The RFP will include collaborative discussions (the "**Collaborative Meetings**") relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process. Attendance at Collaborative Meetings will be in person.

The Authority anticipates that the RFP stage will allow Proponents to provide input on the Initial Draft Agreements as follows:

- (a) the Authority will invite each Proponent to review the Initial Draft Agreements as attached to the RFP and then meet confidentially and separately with the Authority to discuss any comments or amendments that the Proponent requests to be considered;
- (b) the Authority will consider all comments and requested amendments received from the Proponents and may, at the discretion of the Authority, amend the Initial Draft Agreements, and by one or more Addenda issue revised Initial Draft Agreements; and
- (c) ultimately the Authority will issue the Final Draft Agreements as the common basis for the preparation of Proposals by the Proponents.

##### 3.2.2 RFP Submission

The form of the RFP submission will be described in the RFP and is expected to address both technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of a financial submission. The RFP submission is expected to include the following:

- (a) a fully binding Proposal to design and build the Project;
- (b) fully committed financing, including confirmation from the Proponent’s funding sources confirming acceptance of the terms of the Project Agreement;
- (c) a commitment to enter into the Agreements by Project Co; and
- (d) committed pricing for the Project, inclusive of all fees and taxes except GST.

### 3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

The Authority will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage, the Authority intends to make provision for partial compensation in the amount of \$2,000,000, inclusive of all taxes, payable to each unsuccessful Proponent in accordance with the terms of the RFP.

### 3.4 COMPETITIVE SELECTION TIMELINE

The following is the Authority’s estimated timeline for the Competitive Selection Process and the Project:

Activity	Timeline
RFQ issue date	December 5, 2019
Introductory Project Meeting and site tour	January 8 2020
RFQ Submission Time	March 5, 2020
Respondent interviews (optional)	March 2020
Announce Shortlisted Respondents	May 2020
Issue RFP and Initial Draft Agreements to Proponents	June 2020
Business-to-Business Networking Session	June 2020
Collaborative Meetings	July – September 2020
Issue Final Draft Agreements	October 2020
Submission Time for Technical Submissions	December 2020
Submission Time for Financial Submissions	February 2021
Selection of Preferred Proponent	March 2021
Contract Execution	May 2021
Construction Commences	July 2021
Substantial Completion (Support Facilities Building Expansion)	August 2023

Activity	Timeline
Substantial Completion (New Inpatient/Outpatient Tower)	January 2024
Substantial Completion (Renovation Nursing Tower)	July 2024
Substantial Completion (Demolition of Cascade and West Wing Buildings)	December 2024
Substantial Completion (Renovation Support Facilities Building)	June 2025

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

### 3.5 INTRODUCTORY PROJECT MEETING

The Authority intends to hold an introductory project meeting to introduce the Project and to which all interested parties will be invited. The date of this meeting will be January 8, 2020 in Burnaby, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details. Attendance will not be mandatory.

A list of those attendees that have registered through the Contact Person will be made available to those who have submitted a Receipt Confirmation Form. The PowerPoint presentation from the introductory project meeting will be made available after the meeting to interested parties who have submitted a Receipt Confirmation Form. Minutes will not be prepared or circulated. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 4.7. It is anticipated that the meeting will include a tour of the Site.

## 4 SUBMISSION AND PROCESS INSTRUCTIONS

### 4.1 MANDATORY REQUIREMENTS

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information. Responses received after the Submission Time will not be considered and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose.

### 4.2 RESPONSE FORM AND CONTENT

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

### 4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

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

### 4.4 NO FAX OR EMAIL SUBMISSION

Responses submitted by fax or email will **not** be accepted.

### 4.5 RECEIPT OF COMPLETE RFQ

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

### 4.6 RECEIPT CONFIRMATION FORM

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form is to be completed, executed and delivered to the Contact Person via email.

### 4.7 ENQUIRIES

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

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

The following will apply to any Enquiry:

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

#### 4.8 UNOFFICIAL INFORMATION

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

#### 4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

No fax communication with the Contact Person is permitted with respect to the Project.

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

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

- (a) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or

- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

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

#### **4.10 ADDENDA**

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

#### **4.11 DEFINITIVE RECORD**

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

#### **4.12 REVISIONS PRIOR TO THE SUBMISSION TIME**

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

#### **4.13 RESPONSE DECLARATION FORM**

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

#### **4.14 RELATIONSHIP DISCLOSURE FORM**

Respondents are required to complete the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the Authority in the Authority's discretion, and

should include the completed form as part of their Response. The Relationship Disclosure Form will be executed by a signatory with authority to bind each member of a Respondent Team, and for clarity such signatory may be different than the Respondent Representative.

## 5 EVALUATION

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

### 5.1 EVALUATION CRITERIA

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

### 5.2 EVALUATION AND SELECTION PROCEDURES

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

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

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

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

- (a) considers a Response to be incomplete;
- (b) after reviewing the information submitted in a Response relating to the requirements set out in Section 4 of Table 3 of Appendix A, considers that the information submitted is insufficient to

demonstrate to the satisfaction of the Authority, in its discretion, that the Respondent and each other Respondent Team member (other than Key Individuals) has the financial capacity to fulfill its obligations in respect of the Project; or

- (c) judges the Response, when compared to the Responses of other Respondents, to not be in contention to be shortlisted.

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

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

### 5.3 INTERVIEWS

Respondents may be required by the Authority to have interviews regarding their Response during the evaluation process at the request of the Authority. The agenda for the interview will be set by the Authority. The interviews should be specific to the Project and may not contain any marketing information of the Respondent or any member of the Respondent Team.

### 5.4 CHANGES TO RESPONDENT TEAMS

The Authority intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP stage. If for any reason after the Submission Time a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent will submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Respondents. For clarity:

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

Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

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

## 6 RFQ TERMS AND CONDITIONS

### 6.1 NO OBLIGATION TO PROCEED

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

### 6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

### 6.3 CONFIDENTIALITY OF AUTHORITY INFORMATION

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

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C.

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

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

#### 6.4 COST OF PREPARING THE RESPONSE

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by the Authority, attending meetings, and conducting due diligence.

#### 6.5 NO REPRESENTATION OR WARRANTY

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

#### 6.6 RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;
- (c) disqualify a Response that fails to meet the Mandatory Requirements set out in Section 4.1, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;

- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

## 6.7 LIMITATION OF DAMAGES

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

- (a) does not select a shortlist of Respondents;
- (b) suspends, cancels or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);
- (d) under the terms of this RFQ, permits or does not permit a Restricted Party to advise, assist or participate as part of a Respondent Team; or
- (e) for any breach or fundamental breach of contract or legal duty of the Authority, whether express or implied.

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

## 6.8 OWNERSHIP OF RESPONSES

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

## 6.9 DISCLOSURE AND TRANSPARENCY

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

The Authority expects to publicly disclose the following information during this stage of the Competitive Selection Process: this RFQ document, the number of Respondents, and the names of Proponents.

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

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

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

#### **6.10 NO COMMUNICATION OR COLLUSION**

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

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

#### **6.11 NO LOBBYING**

Respondents and their respective Respondent Teams, the members of their Respondent Teams, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFQ, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFQ) will attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or any Member of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the Authority in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration.

## 6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

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

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

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

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

The Authority and the Conflict of Interest Adjudicator (the "**COI Adjudicator**") may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

### 6.12.1 Use or Inclusion of Restricted Parties

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

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

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

#### 6.12.2 Current Restricted Parties

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

- AnalysisWorks Inc.;
- Boughton Law Corporation;
- Bunt & Associates Engineering Ltd.;
- Complex Projects Consulting Inc.;
- Cornerstone Planning Group;
- DLA Piper (Canada) LLP;
- Ed Morano + Associates;
- Fast+Epp Structural Engineers Inc.;
- GUNN Consultants Inc.;
- IBI Group Architects (Canada) Inc.;
- ILM Hardware Consulting;
- Jeri L Lynch Consulting Inc.;
- Pinchin Ltd.;
- R.F. Binnie & Associates Ltd.;
- RTAqs-Ross Templeton + Associates;
- RWDI AIR Inc.;
- Singleton Urquhart Reynolds Vogel LLP;
- SSA Quantity Surveyors Ltd.;
- Thurber Engineering Ltd.;
- WSP Global Inc.; and
- The Authority and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

#### 6.12.3 Shared Use

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

#### 6.12.4 Conflict of Interest Adjudicator

The Authority has appointed Doug H. Hopkins of Boughton Law Corporation as the COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

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

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

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

#### 6.12.5 Request for Advance Decision

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

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

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

(d) copies of any relevant documentation.

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

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

#### 6.12.6 The Authority May Request Advance Decision

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

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

#### 6.12.7 Decisions Final and Binding

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

#### 6.12.8 Exclusivity

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

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

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

- (a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (d) copies of any relevant documentation.

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

#### 6.12.9 Exclusivity – The Authority May Request Advance Decisions

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

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

#### 6.12.10 Exclusivity – Decisions Final and Binding

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

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

### **6.13 LEGAL COUNSEL**

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

### **6.14 FAIRNESS REVIEWER**

The Authority has appointed John Singleton as the Fairness Reviewer to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Authority that the Authority will make public.

The Fairness Reviewer will be:

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

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

## 7 DEFINITIONS AND INTERPRETATION

### 7.1 DEFINITIONS

In this RFQ:

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

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

- (a) a corporation and
  - (1) a person by whom the corporation is controlled,
  - (2) each member of an affiliated group of persons by which the corporation is controlled, and
  - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- (b) two corporations, if
  - (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
  - (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
  - (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority interest partner of the partnership;
- (e) two partnerships, if
  - (1) the same person is a majority interest partner of both partnerships,
  - (2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
  - (3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;
- (f) a person and a trust, if the person

- (1) is a majority interest beneficiary of the trust, or
  - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
- (1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
  - (2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
  - (3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

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

**“Apprentice Policy”** has a meaning set out in Section 2.6.5.

**“Authority”** means the Fraser Health Authority.

**“Burnaby Hospital” (“BH”)** has the meaning set out in Section 2.1.

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

**“City”** means the City of Burnaby.

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

**“CM”** means a construction management procurement model.

**“CM Scope”** has the meaning set out in Section 2.1.

**“Collaborative Meetings”** has the meaning set out in Section 3.2.1.

**“Community Benefits Agreement”** means the labour agreement between BC Infrastructure Benefits Inc and the Allied Infrastructure and Related Construction Council of BC.

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

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

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

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

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

**“Construction Manager”** of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who may enter into the Construction Management Agreement with the Authority.

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

**“Contract Execution”** means the time when the Agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Agreements have been satisfied.

**“DBF”** means a design-build-finance procurement model.

**“DBF Scope”** has the meaning set out in Section 2.1.

**“Design-Build Construction Lead”** means the individual proposed by the Respondent responsible for leading the construction of the DBF Scope, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design-Build Contractor”** means the individuals, corporations, other entities or the underlying legal entities that make up a legal structure and who have the direct responsibility to design and build the DBF Scope, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design-Build Director”** means the individual proposed by the Respondent who represents the Design-Build Contractor and has overall responsibility to design and build the DBF Scope, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Design Firm(s)”** means the firm(s) engaged by the Design-Build Contractor to design the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

**“Evaluation Criteria”** means the criteria referred to in Section 2.1 of Appendix A.

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

**“Final Draft Agreements”** has the meaning set out in Section 2.6.1.

**“Financing Nominated Projects”** has the meaning set out in Section 1 of the Response Content Requirements in Appendix A, and as requested in Form A-3 Financing Nominated Project Details of Appendix A.

**“Freedom of Information and Protection of Privacy Act” or “FOIPPA”** has the meaning set out in Section 6.2.

**“GST”** means Goods and Services Tax.

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

**“Initial Draft Agreements”** means the draft form of the Agreements issued under the RFP, as amended pursuant to the terms of the RFP.

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

- (a) Project Co Representative;
- (b) Design-Build Director;
- (c) Design-Build Construction Lead; and
- (d) Lead Architect.

Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual

**“Lead Architect”** means the individual proposed by the Respondent responsible for leading the design of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

**“Nominated Projects”** has the meaning set out in Section 1 of the Response Content Requirements in Appendix A, and as requested in Form A-2 Project Experience Nominated Project Details, and Form A-3 Financing Nominated Project Details of Appendix A.

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

**“Partnerships BC”** means Partnerships British Columbia Inc.

**“Performance Specifications”** means the specifications for the design and construction of the DBF Scope as set out in the Project Agreement.

**“Preferred Proponent”** means the Proponent selected by the Authority pursuant to the RFP to finalize the Agreements.

**“Project”** means the Burnaby Hospital Redevelopment Project – Phase 1.

**“Project Agreement”** has the meaning set out in Section 2.1.

**“Project Brief”** has the meaning set out in Section 1.4.

**“Project Co”** means the entity or entities that enter into the Project Agreement for the delivery of the DBF Scope and have ultimate responsibility for meeting the obligations of the Project Agreement.

**“Project Co’s Representative”** means the individual proposed by the Respondent to be responsible for leading Project Co to enter into the Project Agreement with the Authority and through the term of the Project Agreement, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

**“Project Experience Nominated Projects”** has the meaning set out in Section 1 of the Response Content Requirements in Appendix A, and as requested in Form A-2 Project Experience Nominated Project Details of Appendix A.

**“Project Price Ceiling”** means the maximum sum of the nominal progress payments (inclusive of all taxes except GST) to be paid to Project Co as defined in the Agreements.

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

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

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

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

**“Respondent”** means:

- (a) before the Submission Time any party described in Section 1.3 that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- (b) after the Submission Time any party described in Section 1.3 that has submitted a Response.

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

**“Respondent Team”** means Project Co, its Design-Build Contractor, its financial advisor, its Design Firms, its Key Individuals and Guarantor(s), as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

**“Restricted Party”** means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

**“RFP”** means the Request for Proposals, which may be issued by the Authority as a stage of the Competitive Selection Process.

**“RFQ”** means this Request for Qualifications, including the Appendices, issued by the Authority as the first stage of the Competitive Selection Process.

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

**“Site”** has the meaning set out in Section 2.3.

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

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

## 7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in the Authority’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Authority;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (d) words 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 RFQ is not to be read as limiting;
- (f) all dollar values are Canadian dollars unless otherwise indicated;
- (g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (h) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

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

## APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

### **Table of Contents – Appendix A**

#### **Part 1. Response Guidelines**

#### **Part 2. Evaluation**

#### **Part 3. Response Format**

#### **Attached Sample Forms:**

**Form A-1: Nominated Projects Summary Matrix**

**Form A-2: Project Experience Nominated Project Details**

**Form A-3: Financing Nominated Project Details**

**Part 1. Response Guidelines**

**Responses should:**

- (a) be clearly marked with the words, “**Response to RFQ – Burnaby Hospital Redevelopment Project – Phase 1**” and addressed to the Submission Location;
- (b) be clear and concise;
- (c) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Authority;
- (d) be limited to 40 double-sided sheets (80 pages) for Packages 2 and 3, including the Key Individuals’ resumes. Materials submitted that exceed the page limit may not be evaluated, at the discretion of the Authority;
- (e) be on 8.5” x 11” paper size with a minimum font size of 11 point; and
- (f) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter. 2) Response Declaration Form (see Appendix D) signed by the Respondent. 3) A table containing the names and company names of the Key Individuals. 4) Relationship Disclosure Form (see Appendix E) signed by the Respondent. 5) Provide the name and contact details for the Respondent Representative. The Respondent Representative will be the only person to receive communication from the Contact Person regarding this RFQ. <ul style="list-style-type: none"> <li>i. Name;</li> <li>ii. Employer;</li> <li>iii. Mailing/courier addresses;</li> <li>iv. Telephone number; and</li> <li>v. Email address.</li> </ul>	One hard copy.
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	Five bound copies, including one marked “Master”
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	Two bound copies, including one marked “Master”
Nominated Projects Binder	Nominated Projects Summary Matrix (Form A-1) Project Experience Nominated Projects (Form A-2) Financing Nominated Projects (Form A-3)	Five bound copies, including one marked “Master”

Package	Contents	Number of Copies
	<p><b>Electronic Copy:</b> One electronic copy in PDF format included on a USB Flash Drive. The electronic copy should be organized and submitted as follows:</p> <ol style="list-style-type: none"><li>1) A consolidated file containing the entire Response;</li><li>2) An individual file for each of Packages 1, 2 and 3;</li><li>3) An individual file for the Nominated Projects Binder; and</li><li>4) Individual files within Packages 2 and 3 for each major section described in Part 3 of this Appendix A.</li></ol>	

## Part 2. Evaluation

### 2.1 Minimum Requirements

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

**Table 1: Minimum Requirements**

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

### 2.2 Evaluation Criteria

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

**Table 2: Evaluation Criteria and Weighting**

Section	Evaluation Criteria	Weighting
<b>Section 1 Respondent Team Lead</b>	Strength and relevance of demonstrated experience and capability of the Respondent Team Lead to undertake the Project with respect to the following: 1.1 Project Development and Management Experience and Capability	15 points
	1.2 Project Co Key Individual's Experience <ul style="list-style-type: none"> <li>• Project Co Representative</li> </ul>	5 points
<b>Section 2 Design-Build Contractor and Construction</b>	Strength and relevance of demonstrated experience and capability of the Design-Build Contractor to undertake the Project with respect to the following: 2.1 Construction Experience and Capability	30 points
	2.2 Design-Build Contractor Key Individual Experience <ul style="list-style-type: none"> <li>• Design-Build Director</li> <li>• Design-Build Construction Lead</li> </ul>	10 Points
<b>Section 3 Design</b>	Strength and relevance of demonstrated experience and capability of the Design Firm to undertake the design of the Project with respect to the following: 3.1 Design Firm Experience and Capability	35 points

Section	Evaluation Criteria	Weighting
	3.2 Design Firm Key Individual's Experience <ul style="list-style-type: none"> <li>• Lead Architect</li> </ul>	5 points
<b>Section 4 Financial</b>	4.1 Project Financing Experience / Planned Approach 4.2 Financial Capacity	Pass/Fail
<b>Total</b>		<b>100 points</b>

### 2.3 Disqualification of Responses

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

- (a) background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the opinion of the Authority, interfere with the integrity of the Competitive Selection Process; or
- (b) the Response includes a false or misleading statement, claim or information.

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

### Part 3. Response Format

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

**Table 3: Response Content Requirements**

Section	Title	Response Content Requirements
<b>1.</b>	<b>Introduction and Nominated Projects</b>	
<b>1.1</b>	<b>Proposed Respondent Team and Organization</b>	<ul style="list-style-type: none"> <li>a) Provide the legal name of the entity for each of the Design-Build Contractor and the Design Firm(s) with a short description for publication of teams shortlisted for the RFP stage.</li> <li>b) Provide an organization chart(s), at the corporate level, including Key Individuals, which show the reporting relationships, and authority of, the Respondent Team members and any anticipated changes contemplated over the Project's delivery.</li> <li>c) Describe the management structure within the Respondent Team and how the Design-Build Contractor and Design Firm(s) will be integrated. Include a brief description of the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnership).</li> </ul>
<b>1.2</b>	<b>Respondent Team Lead's Key Individual's Experience</b> <ul style="list-style-type: none"> <li>• <b>Project Co Representative</b></li> </ul>	<ul style="list-style-type: none"> <li>a) Describe the role and responsibilities of the Project Co Representative for the Project, as defined in this RFQ and identified in the Project organization chart.</li> <li>b) Provide a resume for the Key Individual. At a minimum, the following information is required:               <ul style="list-style-type: none"> <li>i. Name, professional qualifications/designation(s) and a summary of education.</li> <li>ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past seven (7) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority. References should be current employees of the project owner.</li> <li>iii. Provide a list of relevant projects and positions held by the Key Individual within the past seven (7) years, in chronological order, providing a brief description of the role and responsibility for each and how this experience supports the capability of the Key Individual for the proposed role in the Project.</li> </ul> </li> <li>c) Describe the availability of the Key Individual as follows:               <ul style="list-style-type: none"> <li>i. Percentage of time the Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning.</li> </ul> <p>Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.</p> </li> </ul>

Section	Title	Response Content Requirements
1.3	<b>Project Experience Nominated Projects</b>	<p>a) Submit a maximum of twelve (12) Project Experience Nominated Projects using Form A-2 of this Appendix A. Note that more current Project Experience Nominated Projects (that have reached substantial completion within the last seven (7) years) may be considered to have greater relevance than older projects.</p> <p>b) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References must be current employees of the project owner.</p>
1.4	<b>Financing Nominated Projects</b>	<p>a) Submit up to three (3) Financing Nominated Projects using Form A-3 of this Appendix. Financing Nominated Projects are Projects in which Respondent Members secured construction or other similar financing and are demonstrated to be relevant to the Project. Financing Nominated Projects should be limited to projects which achieved financial close in the last seven (7) years.</p>
<b>2.</b>	<b>Design-Build Contractor and Construction</b>	
2.1	<b>Project Leadership and Management Experience</b>	<p>Using up to three (3) Project Experience Nominated Projects relevant to each of sub-sections a) through d) below, describe the Design-Build Contractor's experience and capability for each of the following:</p> <p>a) Leading the delivery of healthcare projects similar in scope and size, through a design-build or PPP delivery model, while minimizing the operational impact to an existing operating facility (e.g. new build large complex healthcare project on a constrained brownfield site connecting/integrating to expanded and renovated existing buildings).</p> <p>b) Managing a construction management contract or similar contractual arrangement on behalf of the owner including the integration of work and interface between the contracts;</p> <p>c) Project delivery on time and on budget, indicating any variances or changes in the final project schedule and budget from those originally approved. Include examples of how specific schedule and/or budget challenges were managed; and</p> <p>d) Leading transition of the completed project to the project owner, including:</p> <ol style="list-style-type: none"> <li>i. Facilitation of the commissioning process and the associated level of user involvement and training;</li> <li>ii. Correction of deficiencies and the associated timeline and requirements for reaching total completion.</li> </ol> <p>Respondents are to clearly establish the relevance of their Project Experience Nominated Projects.</p>
2.2	<b>Construction Experience and Capability</b>	<p>Using up to three (3) Project Experience Nominated Projects relevant to each of sub-sections a) and b) below, describe the Design-Build Contractor's construction experience and capability with each of following:</p> <p>a) Constructing projects similar in size, scope and complexity through a design-build or PPP delivery model; and</p> <p>b) Coordinating and integrating ongoing quality management systems in the construction process.</p> <p>Respondents are to clearly establish the relevance of their Project Experience Nominated Projects.</p>

Section	Title	Response Content Requirements
2.3	<b>Design-Build Contractor Key Individual Experience:</b> <ul style="list-style-type: none"> <li>• <b>Design-Build Director</b></li> <li>• <b>Design-Build Construction Lead</b></li> </ul>	<p>a) Describe the role and responsibilities of the following Design-Build Contractor Key Individuals for the Project, as defined in this RFQ and identified in the Project organization chart:</p> <ol style="list-style-type: none"> <li>i. Design-Build Director.</li> <li>ii. Design-Build Construction Lead.</li> </ol> <p>b) Provide a resume for each of the above Key Individuals. At a minimum, the following information is required:</p> <ol style="list-style-type: none"> <li>i. Name, professional qualifications/designation(s) and a summary of education.</li> <li>ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past seven (7) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner.  Reference projects need not be derived from Project Experience Nominated Projects.</li> <li>iii. Provide a list of relevant projects and positions held by each of the above Key Individuals within the past seven (7) years, in chronological order, providing a brief description of the role and responsibility for each and how this experience supports the capability of the respective Key Individual for the proposed role in the Project.</li> </ol> <p>c) Describe the availability of each of the above Key Individuals as follows:</p> <ol style="list-style-type: none"> <li>i. Percentage of time the Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning.</li> <li>ii. Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.</li> </ol>
3.	<b>Design</b>	
3.1	<b>Design Firm Experience and Capability</b>	<p>Using up to three (3) Project Experience Nominated Projects relevant to each of sub-sections a) and c) below, describe the Design Firm's design experience and capability for each of the following:</p> <ol style="list-style-type: none"> <li>a) Designing healthcare projects similar in scope and size to the Project (e.g. new build large complex healthcare project on a constrained brownfield site connecting to expanded and renovated existing buildings);</li> <li>b) Describe the Design Firm's experience and capability in developing healthcare building designs that physically integrate with an existing facility; and</li> <li>c) Creating and leading the design development process under a partnership delivery model to best meet the needs of the project owner and program user groups.</li> </ol> <p>Respondents are to clearly establish the relevance of their Project Experience Nominated Projects.</p>

Section	Title	Response Content Requirements
3.2	<b>Design Firm Key Individual Experience</b> <ul style="list-style-type: none"> <li>• <b>Lead Architect</b></li> </ul>	<p>a) Describe the role and responsibility of the following Design Firm Key Individual for the Project, as defined in this RFQ and identified in the Project organization chart:</p> <ul style="list-style-type: none"> <li>i. Lead Architect.</li> </ul> <p>b) Provide a resume for the above Key Individual. At a minimum, the following information is required:</p> <ul style="list-style-type: none"> <li>i. Name, professional qualifications/designation(s) and a summary of education.</li> <li>ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past seven (7) years. 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.</li> <li>iii. Provide a list of relevant projects (i.e. new build, renovation, expansions, physical integration with existing facilities) and positions held by the above Key Individual within the past seven (7) years, in chronological order, providing a brief description of the role and responsibility for how this experience supports the capability of the Key Individual for the proposed role in the Project.</li> </ul> <p>Reference projects need not be derived from Project Experience Nominated Projects.</p> <p>c) Describe the availability of the above Key Individual as follows:</p> <ul style="list-style-type: none"> <li>i. Percentage of time the individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning.</li> <li>ii. Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the Project schedule.</li> </ul>
4.	<b>Financial Capacity</b>	
4.1	<b>Project Financing Experience/Planned Approach</b>	Based only on the Financing Nominated Projects, describe, including relevance to the Project, the Respondent Members' experience and capability structuring and raising project financing and demonstrate a credible approach to meeting this requirement.
4.2	<b>Financial Capacity</b>	<p>Demonstrate the financial capacity of the Respondent Team (Design-Build Contractor or Guarantor as applicable) by providing the following:</p> <p>a) Written confirmation, generally in the form of the Insurance Undertaking contained in Appendix H from an insurance company that the following coverage will be available for the Project if the Respondent is awarded a contract:</p> <ul style="list-style-type: none"> <li>i. Commercial general liability insurance coverage of not less than \$100 million inclusive per occurrence; \$100 million general aggregate for bodily injury, death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$100 million annual aggregate.</li> </ul>

Section	Title	Response Content Requirements
		b) Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix G, from a surety that the Respondent will be able to obtain a [\$100 million] performance bond and a [\$100 million] labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia, if the Respondent is awarded a contract.

**Form A-1 Nominated Projects Summary Matrix**

See separate Excel file.

## Form A-2 Project Experience Nominated Project Details

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

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number.</i>
<b>Location of project</b>	<i>Country, province/state.</i>
<b>Owner</b>	<i>Organization name.</i>
<b>Reference contact details</b>	<i>Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information, you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
<b>Contract model</b>	<i>Contract structure, i.e., design-build, stipulated sum.</i>
<b>Contract period (term)</b>	<i>Contract commencement date, end of construction date, and contract end date.</i>
<b>Description of project</b>	<i>Capital value, scope and complexity, including purpose of facility.</i>
<b>Relevance</b>	<i>Respondents are to clearly establish the relevance of their Nominated Projects to the Project. (e.g., asset class, scope similarities, campus settings, procurement approach, experience delivering next to 24/7 active sites, and knowledge of the local sub-trades and local labour market).</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Role(s) on project</b>	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
<b>Joint Venture</b>	<i>If the project involved is a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibilities between the parties.</i>
<b>Performance</b>	<i>Describe the performance in meeting obligations related to the contract. If there were any issues during the design and construction phase (e.g., interpretation issues), describe how they were resolved. In addition, describe performance as it relates to schedule management, scope management, budget management, and owner satisfaction.</i>
<b>Other information</b>	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

### Form A-3 Financing Nominated Project Details

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

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name (as applicable).</i>
<b>Location of project</b>	<i>Country, province/state, site or project extent,</i>
<b>Project owner</b>	<i>Organization name.</i>
<b>Type of project</b>	<i>Examples: hospital, prison, energy facility, bridge, highway, transit line, etc.</i>
<b>Reference contact details</b>	<i>Key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
<b>Contract period (term)</b>	<i>Contract commencement date, financial close date (financial close in the last 7 years), end of construction date, start of operations date and contract end date.</i>
<b>Description of project</b>	<i>Capital value, scope and complexity.</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Contract model</b>	<i>Contract model. Describe the contractor model, e.g. design-build-finance, etc.</i>
<b>Role(s) and responsibilities with respect to financing</b>	<i>Specific role, duties and responsibilities of applicable Respondent Team members, in relation to arranging/securing financing.</i>
<b>Amount of financing</b>	<i>Value of debt, presented in Canadian Dollars.</i>
<b>Type of financing</b>	<i>Recourse or non-recourse.</i>
<b>Term of financing</b>	<i>Financial close date and duration of financing.</i>
<b>Funding source</b>	<i>Examples: private placement, bank loan.</i>

**APPENDIX B RECEIPT CONFIRMATION FORM**

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

**Request for Qualifications**

**Burnaby Hospital Redevelopment Project - Phase 1**

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

**Partnerships BC**

Email: [jag.tamber@partnershipsbc.ca](mailto:jag.tamber@partnershipsbc.ca)

**Respondent Contact Information**

Name of Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY**

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

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

For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Appendix C.

Respondent Representative or other interested party:

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Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date

## APPENDIX C CONFIDENTIALITY AGREEMENT

### 1. Interpretation

In this Agreement:

- (a) Agreement means this Appendix C, which is subject to the RFP.
- (b) Confidential Information means all documents, knowledge and information provided by the Authority or any of its Representatives (the Disclosing Party) to, or otherwise obtained by, the Recipient or any of its Representatives (the Receiving Party), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
  - (1) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
  - (2) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - (3) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
  - (4) was developed independently by the Receiving Party without the use of any Confidential Information; or
  - (5) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.

- (e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
- (f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7 of the RFQ.

## **2. Confidentiality**

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

## **3. Ownership of Confidential Information**

The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this 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, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

## **4. Limited Disclosure**

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

## **5. Destruction on Demand**

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; 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 Authority or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.

## **7. Waiver**

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Authority 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. Severability**

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

## **9. Enurement**

This Agreement enures to the benefit of the Authority and Partnerships BC and binds the Recipient and its successors.

## APPENDIX D RESPONSE DECLARATION FORM

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

### [RFQ Respondent's Letterhead]

To: [Insert organization and Submission Location]

Attention: [Insert Contact Name]

Re: Request for Qualifications entitled [Insert Project Name]

---

### [Insert Respondent Name] Response

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

#### (a) Response

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

#### (b) Acknowledgements with Respect to this RFQ

- (1) The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's table of contents, and any and all Addenda;

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

(c) Evaluation of Responses

- (1) This RFQ is not an offer, a tender or a request for proposals; it is a Request for Qualifications and the responsibility of the Authority is limited to consider Responses in accordance with this RFQ.

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

Table 1: Firm Names

Name of Respondent Team Member - Firm	Address	Role on Team
Any firm mentioned in the Response should be included in the table above.		

Table 2: Individual Names

Name of Respondent Team Member - Individual	Address	Role on Team	Key Individual (Y/N)
Any individual mentioned in the Response should be included in the table above.			

**RESPONDENT**

**RESPONDENT REPRESENTATIVE**

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Name of Authorized Signatory

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_

If the Respondent is a consortium, joint venture or special purpose entity – by each of its consortium or joint venture members, as applicable.

## APPENDIX E RELATIONSHIP DISCLOSURE FORM

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

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

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

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

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required.).

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**NAME OF RESPONDENT**

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Address

---

Email Address

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Telephone

---

Name of Authorized Signatory for Respondent

---

Signature

## APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

[Insert Authority Name]

[Insert Authority Address]

Attention: [Insert Name], Contact Person

Dear Sirs/Mesdames:

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

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

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:
  - (a) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;

- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 6.7 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 3.3 (Compensation for Participation in the Competitive Selection Process) of the RFP;
- (c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4 and 9.5 of the RFP.

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

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

**6. General.**

(a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:

(1) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;

- i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
- ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

(b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

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

(d) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.

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

Yours truly,

---

Name of Proponent

---

Authorized Signatory

## SCHEDULE 1

### Confidentiality Conditions

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

(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:

(1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;

- i. 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;
- ii. 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;
- iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
- iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

(b) **Disclosing Party** means the Authority or any of its Representatives;

(c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;

(d) **Receiving Party** means the Recipient or any of its Representatives;

(e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and

- (f) **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 Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC 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 Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The 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 of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
  3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the 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 the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
  4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
  5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships 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 Authority or Partnerships 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 Authority 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 of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.

7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.

## APPENDIX G BONDING UNDERTAKING

Date: [Insert Date]  
No. [To be inserted]  
To: [Insert Authority Name]  
Re: Request for Qualifications  
[Insert Project Name]

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

Our client wishes to be prequalified as a Respondent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of [Insert Value that is 50% of Price Ceiling] and a Labour and Materials Payment Bond in the approximate amount of [Insert Value that is 50% of Price Ceiling]. Based on the limited information available at this time, and subject to our assessment of the [Insert Project Name], and our client's work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

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Attorney-In-Fact [NTD: this can be the surety or the broker if authorised to issue bonds on behalf of the surety]

**APPENDIX H INSURANCE UNDERTAKING – COMMERCIAL GENERAL LIABILITY**

**UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE**

Name of Respondent submitting a Response to the Request for Qualifications for the Burnaby Hospital Redevelopment Project – Phase 1:

\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of "[Insert Name of Insurance Company]" do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of a HUNDRED MILLION DOLLARS (\$100,000,000.00) inclusive per occurrence, a HUNDRED MILLION DOLLARS (\$100,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit a HUNDRED MILLION DOLLARS (\$100,000,000.00) annual aggregate for the [Insert Project Name], subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the [Insert Authority Name].

Dated at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

SIGNED: \_\_\_\_\_ (Name and Title of authorized person)

\_\_\_\_\_ (Name of Brokerage/MGA)

(Name, Title)

*Duly Authorized Representative of Insurance Company*

