



Request for Proposals
Alliance Development Agreement

Vancouver Island Health Authority

Cowichan District Hospital Replacement
Project

April 1, 2021

SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: RFP – Cowichan District Hospital Replacement Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Scott Hainsworth Email: scott.hainsworth@infrastructurebc.com Please direct all Enquiries, in writing, to the above named Contact Person. No telephone or fax enquiries please.
ENQUIRIES	Proponents are encouraged to submit Enquiries prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.
The following submissions are to be delivered at the times and location indicated below:	
SUBMISSION TIME	May 19, 2021 at 11:00 hrs Pacific Time
SUBMISSION LOCATION	By electronic upload to the Contact Person: scott.hainsworth@infrastructurebc.com

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The Vancouver Island Health Authority (the “**Owner**”) is seeking to enter into an Alliance Development Agreement (the “**ADA**”) for the Alliance Development Phase (the “**ADP**”) of the Competitive Alliance Selection Process on the Cowichan District Hospital Replacement project (the “**Project**”).

The purpose of this ADA RFP is to invite eligible Proponents to prepare and submit ADA Submissions and participate in ADA RFP Workshops to align commercially on the ADA and the Project Alliance Agreement (the “**PAA**”). Based on these ADA Submissions and the ADA RFP Workshops, the Owner intends to select, in accordance with the terms of this RFP, up to two qualified Proponents to execute the ADA and become ADP proponents (the “**ADP Proponents**”). The ADP Proponents will proceed to the ADP which will be structured under a separate request for proposals acceptable to the Owner (the “**ADP RFP**”).

The ADP Proponents will work with the Owner to develop detailed proposals (the “**Project Proposals**”), with the objective of selecting a Preferred Proponent. The Owner and the Preferred Proponent (if one is selected) will then enter the PAA to work as an integrated alliance team (the “**Project Alliance**”) to deliver the Project.

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through a request for qualifications (“**RFQ**”) issued on December 18, 2020 by the Owner, the following Proponents are qualified to participate in this RFP:

- Alliance Care Partners; and
- EllisDon Corporation.

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

2 ADA RFP

2.1 ESTIMATED TIMELINE

The following is the Owner’s estimated timeline for the ADA RFP:

Table 1: ADA RFP Estimated Timelines

Activity	Timeline
Issue ADA RFP	April 1, 2021
Community Benefits Agreement workshop	Week of April 12, 2021
Positive guidance workshop	Week of April 19, 2021
Submission Time for ADA Submissions	May 19, 2021
Behavioural and Commercial Alignment Workshops Proponent A	Week of June 7, 2021
Behavioural and Commercial Alignment Workshops Proponent B	Week of June 14, 2021
Selection of ADP Proponents	July 15, 2021
Execution of ADA’s and issue ADP RFP	Week of July 19, 2021

This estimated timeline is subject to change at the discretion of the Owner. Further estimated ADP RFP and Project timelines are included in Section 3.4.

2.2 COMMUNITY BENEFITS AGREEMENT WORKSHOP

The purpose of the Community Benefits Agreement (the “**CBA**”) workshop is for the Owner to provide each Proponent separately with the opportunity to clarify any aspect of the CBA and its execution for the Project. Each Proponent should be prepared to attend a one-hour session on the CBA and should review the CBA in advance of the meeting.

Further information about the CBA is available in Section 4.7 and the agreement can be found at www.bcib.ca/Community-Benefits-Agreement.

2.3 POSITIVE GUIDANCE WORKSHOPS

The purpose of the positive guidance workshop is for the Owner to provide each Proponent separately with the opportunity to clarify and interrogate any aspect of the RFP, including the Draft ADA and Initial Draft PAA, to support Proponents in development of their ADA Submissions. Each Proponent should be prepared to attend one, two-hour session on the RFP and one, three-hour session on the ADA and PAA. Proponents should review the ADA RFP, Draft ADA and Initial Draft PAA in advance of the workshop.

The Owner will provide each Proponent with further detail including an agenda, expected attendee’s and further guidance on submission of RFP, ADA and PAA questions prior to the workshop. The Owner will



reserve the right to schedule a second positive guidance workshop with each Proponent should it determine one workshop is insufficient.

2.4 BEHAVIOURAL WORKSHOPS

The purpose of the Behavioural Workshops is to provide each Proponent the opportunity to demonstrate their leadership and collaborative behaviours in action. The Behavioural Workshops will be structured and facilitated by PCI Group Pty Ltd. (“**PCI**”). Each Proponent should be prepared to attend two half day Behavioural Workshops. Each Proponent will receive a briefing note in advance of the Behavioural Workshops with further detail on the purpose, outcomes, and conduct.

Further information about the Behavioural Workshops is available in Section 7.3.2.

2.5 COMMERCIAL ALIGNMENT WORKSHOPS

The purpose of the Commercial Alignment Workshops is to discuss Proponents’ comments and to enable the Proponents and the Owner to align on the terms and conditions of the Draft ADA and Initial Draft PAA (other than pricing and adjustment event guideline details which will be developed during the ADP RFP). In particular, the Commercial Alignment Workshops will permit the Proponents’ representatives to provide explanations to the Owner with respect to the comments and feedback on material issues or provisions of the Draft ADA and Initial Draft PAA that will be provided as part of the ADA Submissions. At the conclusion of the commercial alignment process, each Proponent will agree that no further substantive changes will occur to either the ADA or the final draft PAA throughout the ADP. Each Proponent should be prepared to attend three half day Commercial Alignment Workshops. Each Proponent will receive a briefing note in advance of the Commercial Alignment Workshops with further detail on the purpose, outcomes, and conduct.

Further information about the Commercial Alignment Workshops is available in Section 7.3.2.

2.6 DATA ROOM

The Owner has established a website to be used as an electronic data room (the “**Data Room**”) in which it has placed documents that the Owner has identified as relevant to the Project, and that may be useful to Proponents. The Owner makes no representation as to the relevance, accuracy or completeness of any of the information available in the Data Room. The Owner will require Proponents to sign an agreement to keep information contained in the Data Room confidential prior to being granted access.

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

2.7 PROPONENT'S CONTACT REPRESENTATIVE

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

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

3 ALLIANCE DEVELOPMENT PHASE

3.1 OVERVIEW

The purpose and scope of the ADP is for the ADP Proponents to perform the services in accordance with the ADP RFP and the ADA. The ADP will enable each ADP Proponent to:

- develop its ADP proposal (the “**Project Proposal**”);
- demonstrate how it will participate in the Project Alliance with the Owner, Infrastructure BC Inc. (“**Infrastructure BC**”) and BC Infrastructure Benefits Inc. (“**BCIB**”); and
- do all things necessary to allow the Owner and the ADP Proponent (if it is the Preferred Proponent) to enter into the PAA.

Both successful and unsuccessful ADP Proponents will be compensated in accordance with the ADA.

3.2 ADP INTERACTIVE PROCESSES

Although the ADP is a competitive process, the Owner intends to facilitate a highly collaborative and interactive process with each ADP Proponent (the “**ADP Interactive Processes**”). These will include collaborative discussions relating to technical, management and commercial matters through workshops and topic meetings in accordance with the terms of the ADP RFP and ADA. The ADP Interactive Processes are an integral part of the procurement and evaluation process and will be described in the ADP RFP. For the ADP Interactive Processes, the Owner and BCIB will each make available certain of their personnel, consultants, and advisors (the “**Owner’s Team**”).

Each ADP Proponent will submit its Project Proposal having had the benefit of the ADP Interactive Processes, throughout which the parties have, in accordance with the ADA and ADP RFP, proactively exchanged and shared relevant information relating to technical, management and commercial issues as well as risks and opportunities associated with the performance specifications. Subject to COVID-19 restrictions, it is anticipated that these meetings will be held through a mix of virtual and/or in person meetings. The ADP Interactive Processes are anticipated to include:

- ADP kickoff workshop led by the Owner’s alliance facilitator, PCI;
- an alliance foundation workshop and alliance development workshop facilitated by PCI that will commence the development of the leadership and cultural foundation of a high-performing alliance;
- Establishment Audits by the Owner’s appointed third-party Financial Auditor;

- workshops including engagement with the third-party estimator through the development of the proposed risk adjusted target cost estimate (“**TCE**”);
- interactive technical design workshops and collaborative meetings;
- commercial workshops that will include:
 - development of Adjustment Event Guidelines;
 - alignment on the particulars of the three-limb compensation model;
 - development of Key Performance Indicators (KPIs) by each ADP Proponent related to the Owner defined Key Result Areas (KRAs);
 - development of a robust, comprehensive and risk adjusted TCE;
- ADA leadership meetings with the Owner’s nominated ALT members provided in Section 4.2.1. The meetings will be facilitated by PCI to establish governance practices, set direction, and to coordinate and monitor progress of the ADP to ensure Proponents produce high quality Project Proposals; and
- special topic workshops as requested by ADP Proponents.

3.3 PROJECT PROPOSAL

The form of the ADP proposal will be a Project Proposal prepared by the Proponent in accordance with the ADA and ADP RFP. The Project Proposal will address technical, alliance management, and financial and commercial aspects of the Project. In brief, the Project Proposal is expected to include the following:

- fully binding Project Proposal to design, construct and commission the facility (the “**Facility**”);
- commitment to enter into the PAA by the Non-Owner Participants (“**NOP(s)**”);
- finalized fully populated organizational structure;
- detailed Project schedule including anticipated user engagement, submittal timelines, construction phases and proposed substantial completion date;
- An estimate of the workforce requirements broken down by trade for the duration of the Project;
- narrative describing the principles and approach to:
 - clinical, evidence-based, elder friendly, and LEAN design;
 - LEED® Gold certification;
 - Wood First Act;
 - Standardization;

- Gender Based Analysis+; and
- any building code alternative solutions;
- an accommodation schedule that includes an area summary of the Proponent’s design by department that includes the total net and gross area of the Facility;
- drawings, renderings and narrative demonstrating the proposed architectural, mechanical, electrical, IMIT, structural and civil engineering solutions as well as the proposed heliport design;
- measurable KPIs to support and incentivize achieving the Project Alliance Objectives as described in Section 4.3, including a detailed approach to measurement, monitoring and reporting of each of the KPIs;
- draft management plans to support the Alliance Management System (AMS), including the following plans:
 - design management;
 - construction management;
 - health and safety;
 - procurement and contracting; and
 - infection prevention and control;
- outline the Proponent’s approach to developing and sustaining an integrated high-performance alliance culture; and
- a robust, comprehensive, and risk adjusted TCE for the Project, inclusive of all taxes except GST.

Further detail including the evaluation process, criteria and submission requirements for the Project Proposal will be detailed in the ADP RFP.

3.4 ADP TIMELINE

The following is the Owner’s estimated timeline for the ADP:

Table 2: ADP Estimated Timelines

Activity	Timeline
Announce ADP Proponents	July 15, 2021
Execution of ADAs with ADP Proponents and issue ADP RFP	Week of July 19, 2021
ADP kick-off workshop	Week of July 19, 2021



Activity	Timeline
Alliance foundation workshops	Week of July 26, 2021
Project leadership meetings	First week each of month - August through December, 2021
Technical workshops and collaborative design meetings	Second week each of month - August through November, 2021
Establishment Audit kick off	Week of August 2, 2021
Briefing session on 3-limb model	Week of September 6, 2021
Alliance development workshops	Week of September 6, 2021
Adjustment Event alignment workshops	Weeks of September 20 and September 27, 2021
TCE emerging estimate and risk review workshop 1	Week of October 25, 2021
TCE emerging estimate and risk review workshop 2	Week of November 29, 2021
Submission time for Project Proposals	December 17, 2021
Selection of Preferred Proponent	March, 2022
Alliance Mobilization Works	March, 2022
PAA Execution	May, 2022
Commissioning and occupancy	Spring 2026
First patient date	Fall 2026

3.5 BUSINESS-TO-BUSINESS NETWORKING SESSION

During the ADP, the Owner intends to coordinate a session with Proponents and local contractors, suppliers, and businesses (“**Business-to-Business Networking Session**”) to provide an opportunity for Proponents to build awareness and relationships with the local business community.

4 KEY PROJECT ELEMENTS

Any description or overview of the Draft ADA, or Initial Draft PAA in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Draft ADA or Initial Draft PAA provided as Appendix I and Appendix J respectively.

The delivery of the services under the ADA will happen concurrently with the Owner and ADP Proponents aligning in accordance with the ADP RFP. The Preferred Proponent will be invited to enter a PAA. Once executed, the PAA will supersede the ADA.

4.1 AGREEMENTS

4.1.1 Alliance Development Agreement

The ADA, attached as a draft in Appendix I, is a services agreement under which the ADP Proponents are reimbursed by the Owner for participating in the ADP and submitting a Project Proposal. The ADA describes the services that the ADP Proponents will provide.

4.1.2 Project Alliance Agreement

The Initial Draft PAA outlines how the NOPs and the Owner will share in the collective responsibility of the Project. This includes working collaboratively as an integrated Project Alliance to do all things necessary to:

- obtain all permits and approvals necessary for construction of the Facility, including development permits and building permits;
- ensure the final design complies with the performance specifications and integrates the various building components;
- design and construct the Facility to accommodate the spaces, activities, functions, design features, adjacencies, equipment and IMIT;
- ensure the equipment and IMIT installation is coordinated with the building construction schedule;
- ensure the Facility is designed and constructed to obtain LEED® Gold Certification; and
- achieve substantial completion and occupancy by spring of 2026 to ensure first patient day in the fall of 2026.

The PAA outlines the three-limb compensation model that will apply to the NOP(s). Once the PAA is executed, each NOP will be compensated separately with monthly progress payments. Details regarding the three-limb model can be found in the Initial Draft PAA.

4.2 PROJECT GOVERNANCE AND ALLIANCE STRUCTURE

The roles and responsibilities the Owner and BCIB anticipate including in the ALT, the alliance management team (AMT) and the wider project team (WPT) are described below.

4.2.1 Alliance Leadership Team

The ALT will provide leadership and governance to the Project Alliance. The ALT will be comprised of one individual from each NOP, three individuals from the Owner, and one individual each from Infrastructure BC and BCIB.

The Owner anticipates nominating the following individuals as members of the ALT:

Table 3: Owner's Team ALT Nominees

Organization	Nominee
Island Health	Westley Davidson, Chief Project Officer Alice Gelpke, Executive Director, Cowichan Valley and Hospital Replacement Project Brad Manderville, Director, Major Capital Redevelopment
Infrastructure BC	Mark Liedemann, President and CEO
BCIB	Sveto Plavsic, Vice President Operations and COO

As defined in the PAA, a quorum for an ALT meeting requires the attendance of at least one ALT representative from each NOP and at least two representatives of the Owner. Attendance by Infrastructure BC and BCIB ALT representatives will not be a requirement for quorum.

All decisions of the ALT must be unanimous, and each ALT representative must have the appropriate delegation of authority to bind its respective organization to all ALT decisions. The NOPs by executing the PAA will acknowledge and accept the role of Infrastructure BC and BCIB "as if" they are a participant of the Project Alliance.

4.2.2 Owner's Representative

The Owner will perform its obligations under the PAA through the Owner's Representative. The Owner's Representative will exercise the rights and entitlements reserved to the Owner under the PAA and act as a liaison between the Project Alliance and Island Health. The Project Alliance will be required to provide all assistance necessary to enable the Owner's Representative to exercise the Owner's rights and entitlements and perform the Owner's role and responsibilities under the PAA efficiently and effectively. For clarity, the Owner's Representative will not be a member of the Project Alliance.



4.2.3 Owner Team Resources

The Owner, Infrastructure BC, and BCIB expect to provide staff qualified to assume roles on the AMT and WPT as appropriate to their skills, experience and leadership abilities on a best-for-project basis. These may include:

Table 4: Owner’s Team Resources

Organization	Anticipated Expertise
Island Health	Infection prevention and control Biomedical engineering Operational occupational health and safety (design related) Clinical and medical programming and engagement Community and stakeholder engagement and communications Alliance coaching and facilitation Indigenous engagement ALT/AMT/WPT cultural safety training Medical equipment procurement Information management and information technology (IMIT) Security systems Technical coordination Facilities maintenance and operation coordination Energy and sustainability coordination Commissioning authority Heliport certification Clinical commissioning AMS administration and coordination Change management
Infrastructure BC	Procurement advisory Management plan development and review
BCIB	Trade and labour human resources management (shared with NOPs) Cultural safety training (respectful on-site initiative) Onboarding training

4.3 PROJECT ALLIANCE OBJECTIVES

The Owner will assess, through the KRAs and KPIs, the efficacy of the Project Alliance based on its ability to achieve the following objectives (the “**Project Alliance Objectives**”):



- Provision of a flexible and adaptable, state-of-the-art facility that, through incorporation of evidence-based design, improves the quality, safety, efficiency, and effectiveness of health care delivery now and into the future.
- Successful delivery within the target schedule to support activation of the operations and achieve first patient day in fall 2026.
- Delivery of the Project within the approved capital cost budget.
- Quality, sustainability and whole of life costs are considered in the design to deliver a facility that reduces the Owner's energy consumption and greenhouse gas emissions through enhanced energy conservation measures.
- Develop a diverse and skilled construction workforce, that leverages the local community and skills, in a culturally safe and respectful work environment, including having a construction site free of racism and discrimination.
- Ensure the local community is represented and valued in the design, to provide a welcoming and culturally sensitive and safe facility.

Further information about the Project scope, including the business plan, is available in the Data Room.

4.4 KEY RESULT AREAS

Key Result Areas (the "**KRA(s)**") will be directly linked to project outcomes, resulting in financial gainshare or painshare. The gainshare/painshare will be determined by performance of KPIs collaboratively developed between the Owner and ADP Proponents during the ADP within the defined KRAs. The Owner has established the KRA's and indicative KPI's to achieve the Project Alliance Objectives as detailed in Appendix B.

4.5 DESIGN ELEMENTS

Through the inclusion of design elements in the ADP RFP evaluation criteria, the Owner intends to incentivize Proponents to focus on the following aspects of the Project deemed most important to the Owner and subsequently hold the Project Alliance participants accountable through inclusion of the design elements KRA described in Appendix B.

Table 5: Design Elements

Design Element	Outcome
Operational Innovation	<p>Operational innovations are demonstrated through:</p> <ul style="list-style-type: none"> • Separation of flows that supports clinical practice, IPAC principles, and optimizes travel distance; • Optimized flexibility to facilitate future change and repurposing with the least possible cost and disruption to services; • Operational efficiencies that reduce the cost to operate the facility either through labour hours or otherwise; and • An accommodating facility that can attract and retain staff by being a great place to work, learn and enhance opportunities for training and research.
Indigenous Representation and Inclusion	<p>Incorporation of traditional Indigenous healing considerations and a facility design that respects and values Indigenous ways.</p> <ul style="list-style-type: none"> • Architectural considerations that represent Indigenous culture and avoid reflecting historical institutional legacies, including siting considerations and the inclusion of designed elements for the gathering place (i.e. inclusion of big house traditional erection elements); • Inclusion of landscaping elements that represent Indigenous peoples, language, culture and traditional native plants for medicinal or food use; and • Accommodation of Indigenous art, artifacts and history are an integrated factor within the design concept, respecting traditional protocols and other Indigenous groups.
Healing Environment	<p>Design supports the healing environment through the promotion of:</p> <ul style="list-style-type: none"> • Exceptional patient healing through outdoor access and creating a positive mental health environment; • Staff wellness and accommodation; and • Integrated design and approach to engagement.
CDH Future Vision	<p>Linking to the master development plan, the design:</p> <ul style="list-style-type: none"> • Supports adaptation, future expandability, and the reworking of spaces in line with the evolving demands of the healthcare system (i.e., expanded ambulatory care facilities, added beds, technology, structure, architecture, mechanical and electrical systems);

Design Element	Outcome
	<ul style="list-style-type: none">• Considers the future of the immediate community that will develop around the hospital, including its fit with the civic neighbourhood and service to a range of users; and• Well-designed parking facilities incorporating desired elements.

4.6 ALLIANCE MANAGEMENT SYSTEM

The Project Alliance will develop and document its own policies, procedures, management systems and plans into a comprehensive AMS. The AMS will satisfy the collective corporate requirements of the Project Alliance, including the Owner.

The Owner expects some of the AMS will be drafted during the ADP such as the management plans included in the Project Proposal, however, it is anticipated that further AMS development and approval will be required after execution of the PAA. The AMS is developed by the AMT under the guidance of the ALT and may draw on pre-existing procedures and policies from participants of the Project Alliance.

The Initial Draft PAA provides further detail regarding the AMS.

4.6.1 Respect in the Workplace

In support of the Project Alliance Objective to have a construction site free of racism and discrimination, and promote a culturally safe and respectful environment, the Owner will require the Project Alliance to develop and implement related policies and training, including a Respectful Workplace Management Plan as part of the AMS. Approval of suitable policies and a training plan will be a requirement of the PAA and a pre-requisite for construction to commence.

4.7 COMMUNITY BENEFITS

The CBA between BCIB and the Allied Infrastructure and Related Construction Council of BC will apply to the Project.

The CBA is a project labour agreement which sets out the employment terms and conditions for the labour force to be utilized by applicable Project Alliance participants and subcontractors working on the Project. It recognizes the inclusion of community benefits for training and apprenticeship opportunities, greater access for local residents, Indigenous peoples and traditionally under-represented groups in the skilled workforce.

Pursuant to an employee supply agreement to be entered into between the Owner and BCIB, BCIB will provide the relevant labour force for applicable Project Alliance participants and subcontractors working on the Project. Applicable NOPs and subcontractors to the Project Alliance will be required to enter into contracts with BCIB for the supply of labour.

The Owner and BCIB are finalizing the project appendix for the CBA that will detail the scope that is included and excluded from the CBA. It is expected that the final project appendix will be provided to the ADP Proponents at a future date.

4.7.1 BCIB Contractor and Subcontractor Agreements

Each construction related NOP who will require Employees (as defined in the CBA) will enter into a BCIB-Contractor Agreement (BCA) with BCIB. Each BCA will set out, among other things, the terms and

conditions by which BCIB will supply employees to the NOP. Subject to the CBA project appendix, each subcontractor that will require Employees will enter into a BCIB-Subcontractor Agreement (BSA) with BCIB, which will set out, among other things, the terms and conditions by which BCIB will supply Employees to the subcontractor. It is anticipated that the draft BCA and draft BSA will be developed through processes further detailed during the ADP.

Initial drafts of the BCA and BSA are available to Proponents in the Data Room.

4.8 TARGET COST ESTIMATE CEILING

A key objective of the Competitive Alliance Selection Process is to achieve the Project scope while staying within the Project's TCE ceiling requirements. The Owner will establish an upper limit for the TCE upon release of the ADP RFP. The approved budget for the Project, including scopes of work not delivered by the Project Alliance (e.g. IMIT, medical equipment), is approximately \$887 million.

4.9 EQUIPMENT AND IMIT

The Project Alliance will complete the Facility to accommodate all necessary equipment which will include all required electrical, IMIT, mechanical and plumbing connections, structural support, seismic restraints and space for efficient access. The Facility will be delivered to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the equipment in accordance with the PAA.

The equipment and IMIT lists will be appended to Schedule 2 of the Initial Draft PAA. Schedule 2 outlines responsibilities for equipment and IMIT, allocating anticipated responsibility across three categories:

- the NOPs;
- the Owner and NOPs collectively; and
- the Owner.

It also details which equipment and IMIT related costs will form part of the TCE and which costs will remain as Owner's costs outside of the TCE.

The Project Alliance will be required to coordinate Owner provided equipment installation with the building construction schedule. All equipment that is required is expected to be installed prior to substantial completion of the Facility unless otherwise noted in the PAA.

4.10 FINANCIAL AUDITOR

The Owner has appointed Deloitte LLP (the "**Financial Auditor**") as the third-party Financial Auditor to conduct the establishment audit process during the ADP and ongoing auditing services for the Alliance to

ensure participants are complying with the PAA. In addition, they will be responsible for certifying payment per the PAA. Details on the Financial Auditor scope of services are included in the Data Room.

5 ADA SUBMISSION REQUIREMENTS

5.1 PARTICIPATION AGREEMENT

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

5.2 SUBMISSION FORM AND CONTENT

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

6 SUBMISSION INSTRUCTIONS

6.1 SUBMISSION TIMES AND SUBMISSION LOCATION

Proponents will submit their ADA Submissions to the Submission Location by the Submission Time. The ADA Submission should be made up of the following:

- (a) the ADA Submission Requirements described in Appendix A of this RFP;
- (b) a completed ADA Submission Declaration Form in the form attached as Appendix C of this RFP; and
- (c) a completed Relationship Disclosure Form in the form attached as Appendix D of this RFP.

6.2 NUMBER OF COPIES

A Proponent should submit one electronic copy of its ADA Submission by upload to a secure web-based platform of its choosing and as agreed to by the Owner. The Submission should be clearly marked "ADA Request for Proposals for Cowichan District Hospital Replacement Project". Proponents are responsible to arrange a test of the secure-web-based platform with the Contact Person at least five Business Days in advance of the Submission Time.

6.2.1 Electronic Copy

To facilitate the Owner's evaluation, Proponents should provide the electronic copy of their ADA Submission in a number of separate files. As a minimum breakdown, and with reference to Appendix A of this RFP, Proponents should provide individual files as follows:

- (a) Entire consolidated submission
- (b) Package 1: Transmittal Package
- (c) Package 2: ADA and PAA Comments
- (d) Package 3: ADA Submission

6.3 NO FAX OR EMAIL SUBMISSION

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

6.4 LANGUAGE OF SUBMISSIONS

ADA Submissions should be in English. Any portion of an ADA Submission not in English may not be evaluated.

6.5 RECEIPT OF COMPLETE RFP

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

6.6 ENQUIRIES

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

Proponents are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date to permit consideration by the Owner and, in any event, no later than 15:00 Pacific Time on the day that is ten Business Days before the Submission Time:

All Enquiries regarding any aspect of this RFP should be directed to the Contact Person by email, and the following applies to any Enquiry:

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Owner;
- (c) the Owner is not required to provide a response to any Enquiry;
- (d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (e) if the Owner decides that an Enquiry marked “Commercial in Confidence”, or the Owner’s response to such an Enquiry, must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Owner may provide its response to all Proponents;
- (f) notwithstanding Sections 6.6 (d) and (e):
 - (1) if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such Enquiry to all Proponents; and
 - (2) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an

Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

6.7 ELECTRONIC COMMUNICATION

Proponents should only communicate with the Contact Person by email. The Contact Person will not respond to any communications sent by fax.

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

- (a) the Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - (1) for ensuring that any electronic email system being operated for the Owner or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent’s transmission cannot be received; or
 - (2) if a permitted email or other electronic communication or delivery is not received by the Owner or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email or other electronic means to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person’s electronic equipment.

6.8 ADDENDA

The Owner may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 6.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. The Owner will provide a copy of all Addenda to all Proponents.

6.9 INTELLECTUAL PROPERTY RIGHTS

(a) Grant of Licence

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

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

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

(b) Exceptions to Licence

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

6.10 DEFINITIVE RECORD

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

6.11 AMENDMENTS TO ADA SUBMISSIONS

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

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

6.12 CHANGES TO PROPONENT TEAMS

If for any reason a Proponent wishes or requires to add, remove or otherwise change a Proponent Team Member after it was shortlisted by the Owner under the RFQ or the ADA RFP, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the

management actions or policies of a Proponent Team Member) of a Proponent Team Member, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team Members, then the Proponent must submit a written application to the Owner for approval, including supporting information that may assist the Owner in evaluating the change, including any information that would have been required under the RFQ in respect of the relevant Proponent Team Member. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Owner will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponent. For clarity:

- (a) the Owner may refuse to permit a change to the composition of a Proponent Team if the change would, in the Owner's judgement, result in a weaker team than was originally shortlisted; or
- (b) the Owner may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team Member, or changes to the legal relationship among the Proponent and/or Proponent Team Members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

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

In addition to changes under this Section 6.12, the Proponent may submit the written application to make a change to its Proponent Team along with their ADA Submission, as set out in Appendix A. For clarity, any information provided under this Section **Error! Reference source not found.** may be taken into account in evaluating the ADA Submission as set out in Appendix A.

6.13 MATERIAL CHANGE AFTER SUBMISSION TIME

A Proponent will give immediate notice to the Owner of any material change that occurs to a Proponent after the Submission Time, including a change to its membership or a change to the Proponent's financial capacity.

7 EVALUATION

7.1 MANDATORY REQUIREMENTS

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

- (a) the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 5.1; and
- (b) the ADA Submission must be received at the Submission Location before the Submission Time.

7.2 EVALUATION

The Owner has established evaluation criteria throughout the Competitive Alliance Selection Process on which Proponents will be evaluated and scored. The Owner will evaluate ADA Submissions by application of the Evaluation Criteria summarized below and provided in detail in Appendix A. It is intended that, in accordance with Table 6, certain evaluation scores from each stage will be carried forward into the next stage and may, at the Owner’s discretion, be re-evaluated where new information becomes available, through subsequent submission from a Proponent or as part of the interactive processes. Information obtained at a previous stage of the Competitive Alliance Selection Process may be evaluated if relevant to a criterion assessed at a subsequent stage.

If there is any conflict between information provided at an earlier stage and a later stage, the most recent information will take precedence. Refer to Table 6 for a summary of Evaluation Criteria and weightings by each phase of the Competitive Alliance Selection Process.

Table 6: Summary of Evaluation Criteria and Weightings by Phase

Criteria		RFQ	ADA RFP	ADP
1	Relevant corporate experience and track record	50%	10%	N/A
2	Personal experience and demonstrated performance of nominated team	50%	30%	10%
3	Approach to achieving Project Alliance Objectives	N/A	20%	35%
4	Demonstrated leadership and collaborative behaviours in action	N/A	40%	25%
5	Target cost estimate	N/A	N/A	30%

7.3 EVALUATION PROCESS

The Owner will evaluate and score each ADA Submission and each Proponent's participation in the ADA RFP Workshops against the criteria described both in Appendix A and in Section 7.3.2. The Owner may, in its discretion, also consider any or all additional information received from the steps described in Section 7.3.1 below.

Appendix A describes the evaluation criteria and indicates the weightings for each criterion. Scores will be awarded for how effectively the Proponent's ADA Submission and participation in the ADA RFP Workshops respond to the requirements set out in Appendix A, in a manner consistent with the evaluation criteria described in Table 8 of Appendix A.

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

7.3.1 Evaluation of ADA Submission and ADA RFP Workshops

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any Proponent Team Member;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any ADA Submission or the ADA RFP Workshops;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in ADA Submissions or provided in the ADA RFP Workshops, during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in an ADA Submission and any other persons (including persons other than those listed by Proponents in any part of their ADA Submissions) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Alliance Selection

Process, and rely on and consider any relevant information from such cited references in the evaluation of ADA Submissions and the ADA RFP Workshops;

- (e) conduct financial capacity, credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any ADA Submission or ADA RFP Workshop, and disqualify the Proponent from this RFP; and
- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any ADA Submission or ADA RFP Workshop or any part of their component packages.

Without limiting the foregoing or Appendix A, the Owner may, in its discretion (and without further consultation with the Proponent), reject any ADA Submission which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains any false or misleading statement, claims or information, or (iii) finds any criminal affiliations or activities by a Proponent or Proponent Team Member.

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

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

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

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

The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions

in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, ADA Submission, or any part of any ADA Submission.

7.3.2 Evaluative ADA RFP Workshops

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

In relation to the leadership capabilities of the Proponent's proposed alliance team members and overall capacity to be a high-performance team the Owner anticipates this alliance to set a new standard of high performance for the delivery of the Project, embodying the true spirit of alliancing. To this effect, over the course of the ADA RFP Workshops, the Owner will be looking to assess the individual leadership and management capabilities and experience of the Proponent as well as the Proponent's ability to work collaboratively with the Owner's Team to generate effective and innovative solutions and plans.

The purpose of the Behavioural Workshop is to enable the Owner's Team to experience what it feels like to work with the Proponent on various technical and cultural aspects of delivering the Project Alliance and to evaluate the Proponent's nominated Key Individuals, and overall approach, capability and ability to demonstrate leadership and collaborative behaviours in action. To this end, the Owner will assess the following characteristics during the Behavioural Workshop and throughout the interactive RFP process:

- The leadership behaviours and personal contributions of Key Individuals demonstrated during workshops;
- The technical and managerial capabilities of Key Individuals and WPT members demonstrated during interactives and workshops;
- The Proponent's ability to genuinely engage the Owner's Team in a peer-like manner and to generate innovative solutions and plans;
- Level of commitment and enthusiasm to delivering on Project Alliance Objectives; and
- Overall capability to integrate with the Owner's Team and create a high-performance culture.

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

- Extent to which the Proponent demonstrates a balanced approach to commercial discussions – including the ability to listen for understanding, willingness to consider all parties' perspectives and legitimate needs, desire for equitable and mutually acceptable solutions,

- rather than only promoting its own self interest and/or negotiating on the basis of entrenched positions;
- Sense of reasonableness regarding legal concerns and willingness to enter an alliance relationship in which most risks are shared between the participants (to maximize collective performance and project success) rather than seeking to minimize its own exposure to risk (regardless of collective performance and project outcomes); and
 - Extent to which the Proponent conducts itself honestly and with integrity during commercial discussions, including open discussion of its needs, expectations and constraints, willingness to:
 - be open regarding its areas of concern;
 - the reasons for these; and
 - to seek true alignment with all participants.

The Owner will not evaluate the comments provided by the Proponent in relation to the Draft ADA or Initial Draft PAA. The Owner expects and welcomes genuine and honest feedback and comments. Evaluation is restricted only to the Proponent's behaviours demonstrated at the Commercial Alignment Workshops.

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

8 SELECTION OF ADP PROPONENTS

8.1 SELECTION AND AWARD

The Owner anticipates that it will select up to two Proponents to become the ADP Proponents. The Owner will invite each ADP Proponent to enter into an ADA substantially in the form agreed with that ADA Proponent during the Commercial Alignment Workshops, including any clarifications that the ADP Proponent may have provided during the evaluation of ADA Submissions and ADP RFP workshops.

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

- (a) proceed to the ADP RFP with a single Proponent; or
- (b) terminate the Competitive Alliance Selection Process entirely and proceed with some or all of the Project in some other manner, including using other contractors.

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

8.2 FINAL ADA

It is the intention of the Owner that:

- (a) any issues with respect to the Draft ADA will be discussed with each Proponent during the Commercial Alignment Workshops;
- (b) following the Commercial Alignment Workshops, the Owner will issue a final version of the Draft ADA and a final draft PAA incorporating the changes that have been agreed with the Proponents during the Commercial Alignment Workshops;
- (c) following the issue of a final version of the Draft ADA, the Draft ADA will not be further substantively modified and will be executed by the ADP Proponent without further substantive amendment, except for changes, modifications and additions:
 - (1) to those provisions or parts of the Draft ADA that are indicated as being subject to completion or finalization, or which the Owner determines in its discretion require completion or finalization, including provisions that require modification or the insertion or addition of information relating to the ADP Proponent Team (e.g., corporate, partnership or trust structure);

- (2) required by the Owner to complete, based on the ADA Submission, any provision of the Draft ADA, including changes, modifications and additions contemplated in or required under the terms of the Draft ADA;
- (3) that are necessary to create or provide for a legally complete, enforceable and binding agreement; or
- (4) that enhance clarity in legal drafting.

The Owner also reserves the right, in its discretion, to negotiate changes to the Draft ADA and to the ADP Proponent's ADA Submission.

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

8.3 DEBRIEFS

The Owner will conduct a debriefing with each Proponent within 60 days of ADA Execution or termination of the Competitive Alliance Selection Process.

8.4 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE ALLIANCE SELECTION PROCESS

The Owner will not provide any compensation to Proponents for participating in the ADA RFP stage of the Competitive Alliance Selection Process. Payment for participation in the ADP of the Competitive Alliance Selection Process will be in accordance with the ADA.

No compensation will be provided if the Owner exercises its rights under Section 8.1 to terminate this RFP process prior to entering into the ADA with the ADP Proponents.

9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

9.1 RESERVATION OF RIGHTS TO DISQUALIFY

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

9.2 RELATIONSHIP DISCLOSURE

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

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

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

9.3 USE OR INCLUSION OF RESTRICTED PARTIES

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

- (a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Alliance Selection Process; or
- (b) as a Potential NOP or Guarantor or as an employee, advisor or consultant to the Proponent or a Potential NOP or Guarantor.

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

9.4 CURRENT RESTRICTED PARTIES

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

- (a) DIALOG® BC Architecture Engineering Interior Design Planning Inc.;
- (b) McElhanney Consulting Services Ltd.;
- (c) DLA Piper (Canada) LLP;
- (d) DLA Piper Australia;
- (e) PCI Group Pty Ltd.;
- (f) SSA Quantity Surveyors Ltd.;
- (g) Evolve Engineering Inc.;
- (h) KAIZEN Planning & Design Inc.;
- (i) Thurber Engineering Ltd.;
- (j) AME Consulting Group Ltd.;
- (k) Colliers Project Leaders;
- (l) Sun Coast Consulting Ltd.;
- (m) Deloitte LLP;
- (n) Calla Strategies;
- (o) Miller Thomson LLP (Fairness Reviewer);
- (p) Boughton Law Corporation (Conflict of Interest Adjudicator);
- (q) Altus Group Ltd.;
- (r) Aird & Berlis LLP;
- (s) PricewaterhouseCoopers LLP; and
- (t) the Owner, BCIB and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

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

9.5 CONFLICT OF INTEREST ADJUDICATOR

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

9.6 REQUEST FOR ADVANCE DECISION

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time, by email, the following information:

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

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

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

9.7 THE OWNER MAY REQUEST ADVANCE DECISIONS

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

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

9.8 DECISIONS FINAL AND BINDING

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

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

9.9 SHARED USE

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

No Shared Use Persons have been identified for this Project.

9.10 EXCLUSIVITY

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

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

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

- (a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team Member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:
 - (1) names and contact information of the Proponent or prospective Proponent Team Member making the disclosure;
 - (2) a description of the relationship that raises the possibility of non-exclusivity;

- (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Alliance Selection Process; and
- (4) copies of any relevant documentation.

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

9.10.1 Exclusivity – the Owner May Request Advance Decisions

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

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

9.10.2 Exclusivity – Decisions Final and Binding

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

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

10 RFP TERMS AND CONDITIONS

10.1 NO OBLIGATION TO PROCEED

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

10.2 NO CONTRACT

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

10.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

10.4 COST OF PREPARING THE SUBMISSION

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

10.5 CONFIDENTIALITY OF INFORMATION

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

considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

Proponents will also be required to sign an ADA as a condition of participating in the ADP RFP, and such agreement will include confidentiality and other provisions.

The Owner has engaged Infrastructure BC and BCIB. Infrastructure BC and BCIB have been, and continue to be, involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 7.3.2 and Section 6.6, the Owner may, in its discretion, disclose information that is available from the Project to Infrastructure BC and BCIB and other projects, and may obtain information from other projects.

10.6 GENERAL RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Alliance Selection Process at any time for any reason;
- (b) accept or reject any ADA Submission based on the Owner’s evaluation of the ADA Submissions and the ADA RFP Workshops in accordance with Appendix A.
- (c) reject an ADA Submission that fails to meet the Mandatory Requirements;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to an ADA Submission or failure to comply with the requirements of this RFP except for Mandatory Requirements, and accept that ADA Submission even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the ADA Submission null and void;
- (e) reject, disqualify or not accept any or all ADA Submissions without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (f) re-advertise for new ADA Submissions to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this RFP;
- (h) negotiate any aspects of a Proponent’s ADA Submission;
- (i) extend the time available for any RFP Workshop for one or all Proponents; and
- (j) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

10.7 NO COLLUSION

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

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

10.8 NO LOBBYING

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

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

10.9 OWNERSHIP OF SUBMISSIONS

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

10.10 DISCLOSURE AND TRANSPARENCY

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

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

- (a) the RFP;
- (b) the number of Proponents; and
- (c) the name of each NOP participating on a Proponent Team.

Following ADA Execution, the Owner expects to publicly disclose:

- (d) the Fairness Reviewer's report.

Following PAA Execution, the Owner expects to publicly disclose:

- (e) the Fairness Reviewer's report; and
- (f) the final PAA excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

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

10.11 FAIRNESS REVIEWER

The Owner has appointed Jane Shackell (the "**Fairness Reviewer**") to monitor the Competitive Alliance Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Alliance Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Owner that the Owner will make public.

The Fairness Reviewer will be:

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

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

10.12 LEGAL ADVISOR

The Owner has appointed DLA Piper (Canada) LLP and DLA Piper Australia (together “DLA Piper”) as the Owners legal counsel and as a result each are a Restricted Party. By submitting an ADA Submission, the Proponent, and each Proponent Team Member, expressly consents to DLA Piper continuing to represent the Owner for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent, or any Proponent Team Member or any of their respective related parties, despite any information of the Proponent, or any Proponent Team Member or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any Proponent Team Member or any of their respective related parties, may have had, or may have, with DLA Piper in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent’s, or relevant Proponent Team Member’s, rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

10.13 LIMITATION OF DAMAGES

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

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

- (2) if the Project or Competitive Alliance Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP.

11 DEFINITIONS AND INTERPRETATION

11.1 DEFINITIONS

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

In this RFP:

“ADA” means the alliance development agreements between the two shortlisted Proponents and the Owner executed prior to the start of the ADP.

“ADA RFP Workshops” means, collectively the Behavioural Workshops and the Commercial Alignment Workshops.

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

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

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

“ADP” means the alliance development phase, being the phase of the Competitive Alliance Selection Process as described in the Request for Qualifications, the ADA RFP and as set out in the ADA.

“ADP Interactive Processes” has the meaning set out in Section 3.2.

“ADP Proponent” has the meaning set out in Section 1.1.

“ADP RFP” has the meaning set out in Section 1.1.

“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);
- (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.

“Alliance Mobilization Works” means early project works conducted by the Project Alliance in accordance with the Preferred Proponent’s ADA and in advance of execution of the PAA.

“**ALT**” means the alliance leadership team.

“**AMS**” means the alliance management system.

“**AMT**” means the alliance management team.

“**APM**” means the alliance project manager.

“**BCIB**” means BC Infrastructure Benefits Inc.

“**Behavioural Workshop**” has the meaning set out in Section 2.4.

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

“**Business-to-Business Networking Session**” has the meaning set out in Section 3.5.

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

“**Commercial Alignment Workshop**” has the meaning set out in Section 2.5.

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

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

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

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

“**Data Room**” has the meaning set out in Section 2.6.

“**Draft ADA**” means the draft alliance development agreement labeled “Draft ADA” and posted in the Data Room.

“**Establishment Audit**” means an audit conducted by the Financial Auditor on each prospective NOP during the ADP with the following goals:

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

“**Enquiry**” has the meaning set out in Section 6.6.



“**Facility**” means the new Cowichan District Hospital.

“**Fairness Reviewer**” has the meaning set out in Section 10.11.

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

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

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

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

“**Infrastructure BC**” means Infrastructure BC Inc.

“**Initial Draft PAA**” means the draft project alliance agreement labeled “Initial Draft PAA” and posted in the Data Room.

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

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

- (a) ALT;
- (b) APM; and
- (c) AMT.

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

“**Mandatory Requirements**” means the proposal requirements described in Section 7.1.

“**Municipality**” means the Municipality of North Cowichan.

“**Nominated Projects**” has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A, and as requested in Form A-1 Nominated Project Details of Appendix A.

“**Owner**” means the Vancouver Island Health Authority.

“**Owner’s Representative**” has the meaning set out in Section 4.2.2.



“**Owner’s Team**” has the meaning set out in Section 7.3.2.

“**Participation Agreement**” has the meaning set out in Section 5.1.

“**PAA**” has the meaning set out in Section 1.1.

“**PCI**” means PCI Group Pty Inc.

“**Potential NOP**” means any Proponent Team Member that has been identified by the Proponent as intending to enter into the PAA as a NOP.

“**Preferred Proponent**” means the Proponent selected by the Owner pursuant to the ADP RFP and ADA to finalize the PAA.

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

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

“**Project Alliance Objectives**” has the meaning set out in Section 4.3.

“**Proponent**” means one of the participants identified in Section 1.2.

“**Proponent Team**” means:

- (a) means any firm or organization that forms part of the Proponent and includes all Potential NOPs, the Key Individuals and Guarantor(s), as identified in the Proponent’s RFQ response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this ADA RFP or the ADA or the PAA.; and
- (b) any additional Proponent Team Members identified in the Proponent’s ADA Submission.

“**Proponent Team Member**” means any member of a Proponent Team.

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

“**Province**” means Her Majesty the Queen in Right of the Government of British Columbia.

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

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

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

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

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

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

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

“Submission Requirements” means the requirements described in Appendix A.

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

“TCE” means target cost estimate or the risk adjusted cost to deliver the Project works as developed by each ADP Proponent during the ADP and submitted with the Project Proposal.

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

“WPT” means the wider project team that will support the AMT.

11.2 INTERPRETATION

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner which may be exercised for purposes connected with this RFP or otherwise in the interests of the Owner;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFP is not to be read as limiting;

- (f) 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
- (g) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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

APPENDIX A EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

Table of Contents – Appendix A

Part 1. ADA Submission Guidelines

Part 2. Evaluation

Part 3. ADA and PAA Comments

Part 4. ADA Submission

Attached Sample Forms:

Form A-1: Nominated Projects Summary Matrix

Form A-2: Nominated Project Details

PART 1. ADA SUBMISSION GUIDELINES

ADA Submissions are to be presented as follows:

Package 1: Transmittal Package

Package 2: ADA and PAA Comments

Package 3: ADA Submission

Submissions should:

- (a) include a title page file clearly marked with the words, “**ADA Submission – Cowichan District Hospital Replacement Project**”;
- (b) include all the information requested in this Appendix A. Materials provided that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner;
- (c) be limited to 20 double-sided sheets (40 pages if printed by the Owner) for Package 3, excluding any Key Individuals’ or WPT resumes. Key Individuals and WPT resumes should not exceed 4 pages each. Materials submitted which exceed the page limit may not be evaluated, at the discretion of the Owner;
- (d) be formatted to be printed on 8.5” x 11” page size with a minimum font size of 11 point unless otherwise specified; and
- (e) be submitted as follows:

Table 7: ADA Submission Packages

Package	Contents	Electronic Submission
Package 1	1) Transmittal Letter; 2) Submission Declaration Form (see Appendix C) signed by the Proponent; 3) A table containing the names and company names of the Key Individuals; and 4) Relationship Disclosure Form (see Appendix D) signed by the Proponent. 5) Name and contact details for the Proponent Contact Representative. The Proponent Contact Representative will be the only person to receive communication from the Contact Person regarding this RFP. <ul style="list-style-type: none"> i. Name; ii. Employer; iii. Mailing/courier addresses; iv. Telephone number; and v. Email address. 	An electronic copy of the ADA Submission is to be uploaded by the Proponent to a secure web-based platform of the Proponent's choosing, the Contact Person given access, as confirmed with the Contact Person in advance as described below. Proponents should upload the following electronic files: <ul style="list-style-type: none"> 1) a consolidated file containing the entire ADA Submission; 2) an individual file for each of Packages 1, 2 and 3; and 3) individual files within Packages 2 and 3 for each major section described in Part 3 and 4 of the Appendix A. Proponents are responsible to arrange a test of the secure web-based platform with the Contact Person at least five Business Days in advance of the Submission Time.
Package 2 – ADA and PAA Comments	Provide section by section comments on the ADA and PAA using the form provided in Appendix E.	
Package 3 – ADA Submission	ADA Submission including Criteria 3 and ONLY Criteria 1, 2 and 4 if there is a request for a change to Proponent Team Member.	

PART 2. EVALUATION

2.1 Evaluation Criteria

The Owner will evaluate ADA Submissions and the ADA RFP Workshops by applying the Evaluation Criteria and Weighting in Table 8 below.

Table 8: Evaluation Criteria and Weighting

Criteria	Evaluation Criteria	Weighting
Criteria 1 - Relevant Corporate Experience and Track Record¹	Corporate experience and performance in technically comparable work	10%
	Corporate experience and performance in collaborative contracts	
	Indigenous participation, apprenticeships and development of a diverse workforce	
Criteria 2 - Personal Experience and Demonstrated Performance of Nominated Team	Key Individuals: <ul style="list-style-type: none"> ▪ Alliance Leadership Team Error! Bookmark not defined. ▪ Alliance Project Manager Error! Bookmark not defined. ▪ Alliance Management Team Error! Bookmark not defined. ▪ Wider Project Team 	30%
	Organizational structure	
	Succession planning	
Criteria 3 – Approach to Achieving the Project Alliance Objectives	Approach to achieving technical solution	20%
	Approach to achieving Project Alliance Objectives	
	Approach to developing a high-performing one-team culture	

¹ Scores and weightings for Criteria 1 and portions of Criteria 2, as indicated, will be pulled forward from the RFQ unless a proposed NOP on a Proponent Team Member has changed. Refer to Part 4 for guidance.



Criteria	Evaluation Criteria	Weighting
Criteria 4 - Demonstrated Leadership and Collaborative Behaviours in Action²	Demonstrated Leadership Capabilities of the ALT	40%
	Demonstrated Leadership and Management Capabilities of the Nominated APM	
	Demonstrated Leadership and Management Capabilities of the AMT and WPT Nominees	
	Fair and Reasonable Behaviour Demonstrated in Commercial Alignment Workshops	
	Overall Evidence of Capacity to be a High-Performance Team	
Total		100%

² Criteria 4 will be evaluated solely through the ADA RFP Workshops



PART 3. ADA AND PAA COMMENTS

Package 2: ADA and PAA Comments

Proponents should provide all ADA and PAA comments using the form provided in Appendix E.

Table 9: Package 2 ADA and PAA Comments

Title	Contents (Package 2, ADA and PAA Comments)
ADA and PAA Comments	
ADA Comments	Provide section by section comments on the ADA using the form provided in Appendix E.
PAA Comments	Provide section by section comments on the PAA using the form provided in Appendix E.

PART 4. ADA SUBMISSION

Package 3: ADA Submission

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

Note to Proponents: As noted in Section 7, it is intended that certain evaluation scores from each stage of the Competitive Alliance Selection Process will be carried forward into the next stage and may, at the Owner's discretion, be re-evaluated where new information becomes available through subsequent submission from a Proponent or as part of the interactive processes. Proponents should provide information for Sections 1.1, 1.2, 1.3, and 2.1 ONLY if there is a change to the Proponent Team Member (e.g., a proposed new NOP or Key individual). If there is a proposed change to the Proponent Team Member that has not previously been approved by the Owner pursuant to Section 6.12, the Proponent's ADA Submission will be accompanied with a written application in accordance with Section 6.12, requesting a change to Proponent Team Member. The Owner will review the requested change to Proponent Team Member and will grant or refuse the change prior to evaluating. Should the change to the Proponent Team add NOPs or impact Guarantor(s), Proponents will provide relevant financial information in accordance with Table 11 below for the Owner to complete a financial capacity assessment.

Table 10: ADA Submission Package 3

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
Criteria 1	Relevant Corporate Experience and Track Record	
Section 1.1	Corporate Experience and Performance in Technically Comparable Work	<p>Using up to eight (8) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team’s experience and capability for each of the following:</p> <ul style="list-style-type: none"> a) Leading the delivery of projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy) and key lessons learned that are applicable to this project. b) Constructing projects similar in size, scope and complexity; c) Project delivery on time and on budget, indicating any variances or changes in the final project schedule and budget from those originally approved. Include examples of how specific schedule and/or budget challenges were managed and details of any other key project achievements. d) Leading commissioning, transition and activation of the completed project, that is similar in size and complexity to the Project, with the project owner and key lessons learned that are applicable to this project. e) Designing healthcare projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy); <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>
Section 1.2	Experience and Performance in Collaborative Contracts	<p>Using up to three (3) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team’s experience and capability for each of the following:</p> <ul style="list-style-type: none"> a) Working collaboratively with owners to align the objectives of all parties; b) Early construction contractor involvement and benefits the project achieved as a result of that involvement; c) Co-creating target cost and schedule with project teams and owners; d) Understanding each party’s unique strengths and capabilities and examples of how this understanding worked to achieve or exceed project outcomes; and e) Delivering projects with risk and opportunity sharing contracts.

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
		<p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>
<p>Section 1.3</p>	<p>Indigenous Participation, Apprenticeships, and Development of a Diverse Workforce</p>	<p>Using up to three (3) Nominated Projects relevant to sub-sections a) and b) below, describe the Respondent Team's experience and capability for each of the following:</p> <p>a) Indigenous Participation – Describe the Respondent Team's experience with local Indigenous involvement in project delivery, including the following:</p> <ul style="list-style-type: none"> • Engagement and collaboration with local Indigenous-owned businesses as sub-contractors and in partnerships or joint ventures; and • Development and support of opportunities for Indigenous careers and employment. <p>b) Apprenticeships, Training and Development of a Diverse Workforce – Describe the Respondent Team's experience and capability in developing and implementing programs to:</p> <ul style="list-style-type: none"> • Integrate, train, develop and retain a diverse workforce (e.g. apprentices, Indigenous peoples, women in non-traditional work, people with disabilities, and/or other traditionally under-represented groups). This should include measures to create a respectful workplace culture, to develop career opportunities for workers facing barriers and encourage completion of apprenticeships and training. • Maximize the number of apprentices and trainees. • Fostering, and support of, a respectful and Indigenous culturally competent worksite culture. <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>
<p>Criteria 2</p>	<p>Personal Experience and Demonstrated Performance of the Nominated Team</p>	
<p>Section 2.1</p>	<p>Key Individuals:</p> <ul style="list-style-type: none"> • Alliance Leadership Team • Alliance Project Manager 	<p>a) Describe the experience, capability and suitability of Key Individuals for the Project, as defined in this RFQ, in leading and delivering projects of this nature, including capacity</p>

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
	<ul style="list-style-type: none"> Alliance Management Team 	<p>to add value to the Project and lessons learned from working in collaborative contracts and/or integrated project team arrangements:</p> <ol style="list-style-type: none"> i. Alliance Leadership Team (one proposed individual for each NOP); ii. Alliance Project Manager; and iii. Alliance Management Team. <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"> i. Name, professional qualifications/designation(s) and a summary of education. ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past five (5) years for ALT and AMT nominated Key Individuals, and ten (10) years for the nominated APM Key Individual. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner. Reference projects are ideally but need not be derived from Nominated Projects. iii. Provide a list of past relevant projects and positions held by each of the above Key Individuals within the past five (5) years for ALT and AMT nominated Key Individuals, and ten (10) years for the nominated APM Key Individual, in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability of the respective Key Individual for the proposed role in the Project. <p>c) Describe the availability of each of the above Key Individuals including percentage of time the Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning. Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the anticipated timeline in Section 3.4</p>
Section 2.2	Wider Project Team	Describe the experience, capability and suitability of the WPT nominees for the Project, as defined in RFP Section 4.2.2, in supporting and delivering projects of this nature, including capacity to add value to the Project and lessons learned from working in collaborative contracts and/or integrated project team arrangements:

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
		<p>a) Provide a resume for each of the above WPT nominee. At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name, professional qualifications/designation(s) and a summary of education. ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past five (5) years. Proponents 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. iii. Provide a list of past relevant projects and positions held by each of the above WPT nominees within the past five (5) years, in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability of the respective WPT member for the proposed role in the Project. i. Describe the availability of each of the above WPT nominee including percentage of time the WPT nominee will dedicate to each phase of the Project by the following four phases: ADP RFP, design, construction and commissioning. <p>b) Describe any foreseeable time constraints that will impact the WPT nominee's ability to perform according to the anticipated timeline in Section 2.1.</p>
Section 2.3	Organizational Structure	<p>a) The Proponent is to submit two organisational organizational charts, one for the ADP and one for the delivery phase of the Project Alliance works, including providing details of the roles, responsibilities, and lines of reporting for each phase. At a minimum, each organization chart should:</p> <ul style="list-style-type: none"> i. identify all personnel required during the ADP RFP, design, construction and commissioning phases and the delivery phase of the Project, including all Key Individuals and WPT nominees listed (in Section 2.1 of this appendix) and any other key roles as necessary; ii. include the availability and commitment of each person Key Individual and WPT nominee as a % of a full time equivalent (for both all phases); iii. include the name and working location of each Key Individual and WPT nominee as well as their parent company;

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
		<ul style="list-style-type: none"> iv. include the firm name and working location of any subcontractors and/or subconsultants; and v. identify potential positions in the structure that could be allocated to the Owner's Team during the ADP, including the Owner, Infrastructure BC, and BCIB personnel during the ADP. <p>b) In addition, the Proponent should provide a detailed explanation of all the proposed roles, positions and their primary responsibilities as outlined in the organisational charts.</p> <p>Suggested page count:</p> <ul style="list-style-type: none"> • Organization charts – two 11x14" pages in total for ADP and delivery phase. • three pages to present supporting information.
Section 2.4	Succession Planning	<p>Provide a description of the approach to succession planning and management of unexpected loss of Key Individuals during the delivery phases, including the rationale and process for succession. Where possible, provide a proposed successor for each Key Individual.</p> <p>Suggested page count: 2 pages</p>
Criteria 3	Approach to Achieving the Project Alliance Objectives	
Section 3.1	Approach to Achieving Technical Solution	<p>a) Clearly demonstrate the proposed approach for the ADP, including interaction with the Owner's Team. Specifically, describe the Proponent's approach to the following:</p> <ul style="list-style-type: none"> i. delivering the ADP within the timeframes required; ii. governance and decision making during the ADP; iii. working with the Owner's Team to achieve the technical solution for the Project; and iv. stakeholder and user group consultations during the development of the solution, and its approach to achieving an efficient design solution that incorporates input from and seeks to inform stakeholders.

Criteria and Section No.	Title	Contents (Package 3, ADA Submission)
		<p>b) Outline how the Proponent will advance evidence informed design development and management, including how innovative and evidence-based solutions will be identified and developed in collaboration with the Owner’s Team, its stakeholders, user groups and local communities. Describe any planning and approval requirements required for success.</p> <p>As part of the ADA Submission, the Proponent should identify potential options and innovations that would achieve the Project Alliance Objectives and drive value.</p> <p>Suggested page count: 6 pages</p>
Section 3.2	Approach to Achieving Project Alliance Objectives	<p>The Proponent is required to outline the Proponent’s approach to the delivery of performance in each of the KRAs and identify potential KPIs for each KRA. Provide any feedback where the Owner has provided indicative KPIs, the Proponent should provide its feedback on those KPIs.</p> <p>Suggested page count: 3 pages</p>
Section 3.3	Approach to Developing a High Performing One- Team Culture	<p>The Proponent is required to outline the Proponent’s approach to developing and sustaining an integrated high-performance alliance culture, including:</p> <ul style="list-style-type: none"> a) the leadership attributes they that will bring to the alliance and how that leadership will be exhibited in the alliance to support and sustain an integrated high-performance alliance culture; and b) any initiatives and/or tools to generate innovation and high performance in the delivery of the alliance. <p>Suggested page count: 2 pages</p>

Table 11: Financial Capacity Submission Requirements

Title	Financial Capacity Contents (if required)
Financial Capacity	
Financial Capacity	<p>Demonstrate the financial capacity of any new NOP (NOP or Guarantor as applicable) by providing the following:</p> <ul style="list-style-type: none"> a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix G, from an insurance company that the following coverages will be available for the Project if the proposed construction related NOPs are awarded a contract: <ul style="list-style-type: none"> i. Commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$10 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$10 million annual aggregate; and b) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix G and Appendix H, from an insurance company that the following coverages will be available for the Project if the proposed design related NOPs are awarded a contract: <ul style="list-style-type: none"> i. Commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$10 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$10 million annual aggregate; and ii. Professional liability insurance coverage of not less than \$15 million per occurrence and \$15 million aggregate. <p>To address the Minimum Requirements stated in Section 2.1 of Appendix A of the RFQ:</p> <ul style="list-style-type: none"> c) Provide the following information for each of the proposed new NOPs, and the Guarantor(s) (if applicable) <ul style="list-style-type: none"> i. Evidence of the parent company's willingness to provide a guarantee for each entity anticipated to be a NOP. ii. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided); iii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; iv. Details of any material off-balance sheet financing arrangements currently in place; v. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; vi. Details of any credit rating, including any downgrades of credit rating in last five years; vii. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or

Title	Financial Capacity Contents (if required)
	<p>proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and</p> <p>viii. For entities where financial statements are provided for a parent company, rather than the entity listed in a) provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in this section a).</p> <p>d) With reference to the information provided in this section, briefly describe in the context of the entity's proposed role and project obligations:</p> <p>i. Each NOP's capacity to fund the Project (e.g. discuss credit rating, net assets, liquid assets, letters of commitment); and</p> <p>Each NOP's capacity to undertake its project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, including by a Guarantor (as applicable).</p>

Form A-1 Nominated Projects Summary Matrix

See separate Excel file.



Form A-2 Nominated Project Details

Identify Proponent, Proponent Team Member, and number projects sequentially. Maximum 3 pages in length per project.

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state.</i>
Owner	<i>Organization name.</i>
Reference contact details	<i>Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, and preferred language of correspondence. By providing this information, you are authorizing the Owner or the Owner's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFP.</i>
Contract model	<i>Contract structure, i.e., alliance, integrated project delivery, construction management, target price contract, design-build, stipulated sum.</i>
Contract period (term)	<i>Contract commencement date, end of construction date, and contract end date.</i>
Description of project	<i>Capital value, scope and complexity, including purpose of facility.</i>
Relevance	<i>Proponents are to clearly establish the relevance of their Nominated Projects to the Project. (e.g., acute care hospital, community acute care hospital, rural setting, asset class, size, complexity, procurement/contracting approach, indigenous participation, apprenticeships, and training development of a diverse workforce.)</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Proponent Team members.</i>
Joint Venture	<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>
Performance	<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>



Other information

Any information the Proponent considers relevant to the Evaluation Criteria.



APPENDIX B KEY RESULT AREAS

Posted in the Data Room

APPENDIX C ADA SUBMISSION DECLARATION FORM

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

[RFP Proponent's Letterhead]

To: Vancouver Island Health Authority
c/o Infrastructure BC Inc.
3rd Floor, 707 Fort St.
Victoria, B.C., V8W 3G3

Attention: Scott Hainsworth

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

1. Submission

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

2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team Member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in this RFP Table of Contents, and any and all Addenda;



- (b) the Proponent and each Proponent Team Member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (c) the Proponent’s Contact Representative identified below is fully authorized to represent the Proponent and each Proponent Team Member in any and all matters related to its ADA Submission, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (d) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team Member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) The Proponent acknowledges that:
 - (1) The final draft PAA will be incorporated by reference into the ADA;
 - (2) All Design performed under the ADA will be performed in accordance with the ADA and the relevant provisions of the final draft PAA;
 - (3) If the Proponent executes the ADA and is successful at the next stage under the ADP RFP and executes the PAA, all Design performed under the ADA will be deemed to have been performed under the terms of the PAA; and
 - (4) The Proponent has reviewed the Draft ADA and the Initial Draft PAA and has provided comments on them as part of its ADA Submission.

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

Name of Proponent Team Member - Firm	Address	Role on Team	Equity Provider (Y/N)



Any firm mentioned in the ADA Submission should be included in the table above.

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

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

PROPONENT'S CONTACT REPRESENTATIVE

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

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



APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each Proponent Team Member, to the best of the knowledge of that Proponent Team Member;

the Proponent and the Proponent Team Members have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;

the following is a full disclosure of all known relationships the Proponent and each Proponent Team Member has, or has had, with:

- (1) the Owner;
- (2) any listed Restricted Party;
- (3) any current employees, shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party;
- (4) any former shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and
- (5) any other person who, on behalf of the Owner or a listed Restricted Party, has participated or been involved in the Competitive Alliance Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Competitive Alliance Selection Process.

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

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

NAME OF PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:

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

APPENDIX E SECTION BY SECTION FEEDBACK

Cowichan District Hospital Replacement Project

Section	Heading	Ranking	Proposed Change (including detailed drafting)	Reasons for Proposed Change

1. Purpose of section-by-section feedback

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

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

2. Proponent feedback ranking and commentary

Please complete the attached section-by-section feedback form, assigning one of the following codes against each section to indicate the criticality of each comment.

Ranking	Meaning
1	Major concern – actual or potential showstopper – Proponent is likely unable to enter into the agreement as drafted
2	Medium concern – material to Limb 2 and/or (subject to clarifying Owner’s intention) may impact Proponent’s ability to enter into the agreement



3	Minor concern – not material to Limb 2 or ability to execute, but Proponent suggests significant change
4	Typographical error / for information only
5	Fully acceptable as drafted

Where the Proponent believes that clarification is required (i.e. meaning or interpretation is ambiguous) please use the ranking code which most accurately reflects the consequences of potential misinterpretation.

Provide a detailed commentary for any items that concern you, along with proposed alternative wording where practical.

3. Submission requirements

Refer to Appendix A for instructions on submission of this Appendix.

APPENDIX F PARTICIPATION AGREEMENT

[Insert Month, Day Year]

Vancouver Island Health Authority
c/o Infrastructure BC Inc.
300 – 707 Fort Street
Victoria, BC V8W 3G3

Attention: Scott Hainsworth, Contact Person

Dear Sirs/Mesdames:

Re: Cowichan District Hospital Replacement Project – Participation Agreement in respect of the Request for Proposals issued by the Vancouver Island Health Authority (the Owner) on [Insert Month, Day Year], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”).

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

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- (b) **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Alliance Selection Process, ADA RFP Workshops and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **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.
- (d) **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:
 - (1) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Owner;

- (2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP.

(e) **Amendments.** The Proponent acknowledges and agrees that:

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

(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Owner, for any reason, cancels the Competitive Alliance Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Sections (c) of this Participation Agreement.
- (3) *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.
- (4) *Enurement.* This Participation Agreement enures to the benefit of the Owner and binds the Proponent and its successors.
- (5) *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.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.

(7) *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.

(8) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)

SCHEDULE 1 – Confidentiality Conditions

(a) Definitions. In these confidentiality conditions:

- (1) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Competitive Alliance Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - i. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - ii. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - iii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iv. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - v. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
- (2) **Disclosing Party** means the Owner or any of its Representatives;
- (3) **Permitted Purposes** means evaluating the Project, preparing an ADA Submission, and any other use permitted by the RFP or this Participation Agreement;
- (4) **Receiving Party** means a Proponent or any of its Representatives;
- (5) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, Project team members or any other person contributing to or involved with the preparation or evaluation of ADA

Submissions or proposals, as the case may be, or otherwise retained by the Receiving Party, the Owner, BCIB or Infrastructure BC in connection with the Project.

- (b) **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- (c) **Ownership of Confidential Information.** The Owner owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Owner, 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.
- (d) **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its ADA Submission or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Receiving Party will notify Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- (e) **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- (f) **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner, BCIB or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in

accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Owner may be entitled at law or in equity.

- (g) **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Owner, Infrastructure BC or BCIB will be deemed to be a waiver of that right or remedy.

APPENDIX G INSURANCE UNDERTAKING – COMMERCIAL GENERAL LIABILITY

[Print on letterhead of duly authorized representative of Agent/Broker/Insurance Company]

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Cowichan District Hospital Replacement Project:

We, the undersigned, as authorized representatives on behalf of **[Insert name of Insurance Company*]** do hereby undertake and agree to provide Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TEN MILLION DOLLARS (\$10,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) aggregate, for the Cowichan District Hospital Replacement Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED:

Name and Title of Duly Authorized Agent/Broker/Insurance Company **Representative**
(Please Print)

Signature of Duly Authorized Agent/Broker/Insurance Company **Representative**

Name of **Firm** (Name of Agency/Brokerage/Insurance Company)
(Please Print)

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

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

APPENDIX H INSURANCE UNDERTAKING – PROFESSIONAL LIABILITY

[Print on letterhead of duly authorized representative of Agent/Broker Insurance Company]

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Cowichan District Hospital Replacement Project:

We, the undersigned, as authorized representatives on behalf of **[Insert name of Insurance Company*]** do hereby undertake and agree to provide Professional Liability (Errors and Omissions) insurance in the amount of not less than of FIFTEEN MILLION DOLLARS (\$15,000,000.00) inclusive of any one claim and in the aggregate, for the Cowichan District Hospital Replacement Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED:

Name and Title of Duly Authorized Agent/Broker/Insurance Company **Representative**
(Please Print)

Signature of Duly Authorized Agent/Broker/Insurance Company **Representative**

Name of **Firm** (Name of Agency/Brokerage/Insurance Company)
(Please Print)

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

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

APPENDIX I DRAFT ADA

Posted in the Data Room.



APPENDIX J INITIAL DRAFT PAA

Posted in the Data Room.



APPENDIX K ENQUIRY FORM

ENQUIRIES

Cowichan District Hospital Replacement Project

Request Number: _____

Proponent Team: _____

Date: _____

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

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:



APPENDIX L INTERACTIVE PROCESS STRUCTURE

Posted in the Data Room

