



northern health

**REQUEST FOR
QUALIFICATIONS
for
FORT ST. JOHN HOSPITAL
RFQ #2086**

Closing Time: 2:00 p.m. (local time) on July 8, 2008
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1. INTRODUCTION

1.1 Purpose

The purpose of this Request for Qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in and qualifications for the Project. Based on these Responses, Northern Health (“**NH**”) intends to select, in accordance with the terms of this RFQ, a short-list of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal (“**RFP**”) stage.

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

Under the Competitive Selection Process NH is seeking to enter into a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build, finance and maintain the redevelopment of the Fort St. John Hospital that will result in a new 55-bed hospital, a regional services facility, and will also include the development of a 123-bed residential care centre. (collectively, the “**Facility**”).

1.2 Administration of RFQ

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

1.3 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities.

1.4 Project Brief

NH has issued a “Project Brief” for the purpose of providing an informal and convenient summary of aspects of the Project. **The Project Brief is not included in any way as part of this RFQ, either expressly or by inference or by reference, and is not intended to be referred to in any way in interpreting this RFQ.**

2. THE PROJECT

2.1 Project Objectives

The purpose of the Project is to design, build, finance and maintain the Facility, which includes the new 55-bed Fort St. John Hospital, a 123-bed residential care centre and a services facility at the proposed site located in Fort St. John, British Columbia. The Project Agreement will require the successful Proponent to provide building maintenance and repair services as well as lifecycle maintenance services for the new Facility for a concession period of 30 years commencing from the anticipated date of occupation of the last of the buildings included in the Facility. It is anticipated that the successful

Proponent will finance approximately 60 per cent of the capital cost of construction of the new Facility (excluding medical equipment), with approximately 40% of the capital cost available from the Peace River Regional Hospital District's funding contribution.

2.2 Advance Work by NH

An overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Financial Close, is set out below.

2.2.1 Approval

The Project has been approved to proceed to procurement by the government of British Columbia and was announced on April 22, 2008. Further Northern Health and Provincial approvals are expected to be required prior to Financial Close.

2.2.2 Site Rezoning

NH has retained the architectural firm of Stantec Architecture Ltd. to complete conceptual planning for the Project as necessary to make an application to the City of Fort St. John for zoning approvals for the Lands as required for the Project, and NH intends to obtain such rezoning prior to Financial Close.

NH wishes to permit and encourage innovative design solutions from Proponents that offer benefits to NH. Accordingly, NH intends to invite proposals at the RFP stage that comply with the requirements of the rezoning; alternate designs that do not comply but that offer additional net benefits to NH will also be considered during the evaluation. In evaluating proposals NH intends to consider the net advantages, taking into account the cost, time and risk of further zoning approvals as compared to the benefits.

2.2.3 Site Preparation

The site is a 40-acre greenfield site previously used for agricultural purposes. The site should have adequate staging area for construction activities and access to all required utilities.

2.3 General Scope of Project Co's Responsibility

2.3.1 Project Agreement

The Project will be managed under one Project Agreement. NH intends to attach a draft Project Agreement to the RFP, which will include:

- (a) Output specifications for the design, construction and maintenance of the Facility;
- (b) The scope of services to be provided by the successful Proponent; and
- (c) Proposed commercial terms.

The Final Draft Project Agreement will be the basis upon which proposals will be prepared in response to the RFP.

2.3.2 General Scope of Responsibility

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

(a) Design

Project Co will be responsible for all aspects of the design for the Facility including the integration of the various building components with each other and with external roadways and services. The final design must comply with the output specifications that will be included in the Project Agreement, and all applicable laws including the City of Fort St. John zoning. It is anticipated that the Facility will include at least three different kinds of structures to support the acute care component, residential care component and services building. These structures may be separate or combined and as a whole project will require LEED Gold certification. The RFP will request proposals that include representative schematic designs.

(b) Construction

Project Co will be completely responsible for:

- (1) Obtaining all permits and approvals necessary for construction of the Facility, excluding zoning approvals to be obtained by NH as described in section 2.2.2;
- (2) Provision of utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City or Fort St. John infrastructure; and
- (3) Construction of the Facility, to be completed by 2011.

(c) Equipment

Project Co will be responsible to design the Facility and to supply, procure, install and maintain items of equipment as identified in the Project Agreement. Typically, this will be equipment that needs to be integrated into the design, such as headwalls or equipment that is needed to operate the physical infrastructure such as elevators and mechanical equipment.

The Project may also include procurement, or management of contracts, for specified clinical or other equipment.

Other equipment may be purchased by NH and will have to be integrated into the design and in some cases installed by Project Co.

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

Project Co will be required to provide the required financing for design, construction, finance costs and maintenance, by way of equity and debt financing. Project Co will recover its financing through NH's annual service payment over the term of the Project Agreement. It is expected that Project Co's required financing will be net of Peace River Regional Hospital District's funding contribution of approximately 40 per cent of project costs which will be spread over the construction period. Details of Peace River Regional Hospital District's funding will be available in the RFP.

NH anticipates that the Province will guarantee NH's payment obligations under the Project Agreement.

It is anticipated that the successful Proponent must not exceed an affordability or other financial threshold to be set out in the RFP.

(e) Maintenance Services

During the term of the Project Agreement after occupation of the Facility by NH, Project Co will be required to provide maintenance services.

(f) Lifecycle Maintenance

Project Co will be responsible for the lifecycle maintenance of the Facility to maintain the Facility to the agreed physical and performance standards during the term of the Project Agreement.

(g) Existing Facilities

NH currently has 3 existing residential care facilities (Peace River Haven, Pouce Coupe care Home and North Peace Care) and the existing hospital in the Fort St. John area. NH is considering whether to include work on the existing 3 residential care facilities and existing hospital, such as renovation/demolition/redevelopment. The Respondents' capabilities in respect of such possible work will be outside the scope of this RFQ, but NH may consider proposals that include work on these facilities as an option. Further instructions will be provided in the RFP.

2.4 **Commercial Terms**

2.4.1 Committed Financing

It is anticipated that the RFP will require that a proposal identify the source of financing for the required equity and debt financing, and that such financing sources confirm acceptance of the terms of the Final Draft Project Agreement with limited required amendments.

2.4.2 Key Commercial Terms

The following are some of the key commercial terms that NH anticipates will be included in the Project Agreement:

- (a) Term: The term of the Project Agreement will commence on Financial Close and continue for 30 years from the anticipated occupation date of the last of the buildings included in the Facility. It is anticipated that construction will commence in 2009 and be completed in 2011;
- (b) Payment: NH will pay service payments to Project Co commencing on the date when the Facility is available for use by NH in accordance with a move-in schedule to be established under the Project Agreement. At this time NH does not anticipate starting payments earlier than the date the last of the buildings is completed. NH anticipates making payments on a monthly payment cycle.
- (c) Payment Deductions: The Project Agreement will permit NH to make deductions from the service payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards;
- (d) End of Term: The Project Agreement will describe the hand back requirements for the Facility at the end of the term and describe the provisions to enforce those requirements; and
- (e) Risk Allocation: The Project Agreement will allocate risks.

2.4.3 Mandatory Commercial Terms

NH anticipates that the following Project Agreement commercial terms will be defined as mandatory under the RFP, and may not be varied in a compliant proposal:

- (a) Title to the Lands and Facility: Title to the Facility will at all times be held by NH. The Project Agreement will set out all of Project Co's rights with respect to the Facility.
- (b) Change of Control: The Project Agreement will preclude any change in control of Project Co for one year following the commencement of service payments, other than:
 - (1) An exercise of rights by Project Co's lenders pursuant to a lenders remedies agreement to be entered into between the lenders and NH at Financial Close; or
 - (2) Otherwise, with the consent of NH, which may be given or withheld in its absolute discretion.

NH will expect to give such consent only in exceptional circumstances. After the first year, a change in control of Project Co will be permitted only with the prior consent of NH, not to be unreasonably withheld.

3. PROCUREMENT PROCESS

3.1 Overview of Two-Stage Procurement Process

NH anticipates that it will select a short-list of no more than three Proponents, and then issue an RFP to that short-list only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

3.2 Project Agreement Discussions and Negotiations

3.2.1 Collaborative Discussions

NH anticipates that the RFP will describe a collaborative process to provide the opportunity for the short-listed Proponents to have input into a variety of topics including design, services and the draft Project Agreement.

With respect to the Project Agreement, NH anticipates a process similar to the following:

- (a) NH will invite each short-listed Proponent to review the draft Project Agreement as attached to the RFP and then meet confidentially and separately with NH to discuss any amendments that the Proponent would like to have made to the draft Project Agreement, including design and construction, and facilities management matters; and
- (b) NH will consider all comments and requested amendments received from the short-listed Proponents and amend the draft Project Agreement as NH may decide, and then by addendum issue a revised Project Agreement (the “**Final Draft Project Agreement**”) as the common basis for the preparation of all proposals from the short-listed Proponents.

NH anticipates that the RFP will describe how final negotiations may occur after the selection of the Preferred Proponent to achieve a settled and final Project Agreement.

3.3 Procurement Timeline

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

Activity	Timeline
Introductory Project Meeting	May 22, 2008
RFQ Closing Time	July 8, 2008
Respondent interviews/presentations (optional)	June 2008
Announce short-listed Proponents	July 2008
Issue RFP and draft Project Agreement to short-listed Proponents	August 2008

Activity	Timeline
Issue Final Draft Project Agreement	November 2008
Closing date for proposals	December 2008
Selection of Preferred Proponent	February 2008
Financial Close	May 2009
Construction commences	June 2009
Construction completed	Late 2011

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

3.4 Introductory Project Meeting

NH intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues that arise that require distribution will be included in this RFQ by way of addendum. It is anticipated the meeting will include a tour of the proposed site. The date of this meeting will be May 22 in Fort St. John. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

3.5 Compensation for Participation in Competitive Selection Process

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

3.5.2 If the RFP stage of the Competitive Selection Process is successfully completed, then after execution and delivery of the Project Agreement, an honorarium in the amount of \$500,000 will be paid to each Proponent that is not selected as the Preferred Proponent provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to the submission of a compliant Proposal, the transfer of all intellectual property rights to NH and the execution and delivery of a full release of any and all claims and waiver of liability in favour of NH.

4. SUBMISSION INSTRUCTIONS

4.1 Closing Time and Delivery Address

4.1.1 Responses to this RFQ must be received at the Delivery Address before the Closing Time as stated on the cover of this RFQ.

4.1.2 Respondents should submit copies of the Response as described in section 1.1 of Appendix A to this RFQ.

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

4.1.4 Responses received after the Closing Time will not be considered and will be returned unopened.

4.1.5 All times shall be determined with reference to the clock used by the Contact Person for that purpose.

4.2 Language of Responses

Responses must be in English.

4.3 Response Form and Content

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

4.4 Receipt of Complete RFQ

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

4.5 Receipt Confirmation Form

Respondents are advised to complete and return the Receipt Confirmation Form, substantially in the form attached as Appendix B or as otherwise acceptable to NH in NH's discretion, by facsimile or e-mail as set out in the Receipt Confirmation Form in order to be sent further information in connection with this RFQ.

4.6 Enquiries

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

- (a) Any responses will be in writing;
- (b) Enquiries to and responses from the Contact Person will be recorded;
- (c) A Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Contact Person decides that an enquiry must be distributed to all Respondents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) Subject to section 4.6.1(c) any enquiry and response may, in the Contact Person's discretion, be distributed to all Respondents, or the Contact Person may keep either or both the enquiry and response confidential if in the judgment of the Contact Person it is fair or appropriate to do so.

4.7 Unofficial Information

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

4.8 Fax and Email communication

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

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

4.8.1 NH does not assume any risk or responsibility or liability whatsoever to any Respondent:

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

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

4.9 Addenda

NH may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Closing Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written responses to enquiries as provided by section 4.6, will be included in or in any way amend this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of NH is authorized to amend or clarify this RFQ. NH will send a copy of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.10 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of NH to Respondents and the digital, electronic or other computer readable form, the paper form of the document prevails.

4.11 Revisions Prior to the Closing Time

A Respondent may amend or withdraw its Response at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

4.12 Response Declaration Form

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix C or as otherwise acceptable to NH in NH's discretion, and include the completed form as

part of its Response. The Response Declaration Form must be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

4.13 Relationship Disclosure Form

A Respondent and the Respondent's Key Individuals are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix D or as otherwise acceptable to NH in NH's discretion.

5. EVALUATION

5.1 Evaluation Committee

The evaluation of Responses will be carried out by a committee appointed by NH (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of NH or Partnerships BC.

5.2 Evaluation Criteria

The Evaluation Committee will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A. The Evaluation Committee will apply the Evaluation Criteria to select the Responses that the Evaluation Committee judges to be the most advantageous to NH.

5.3 Evaluation and Selection Process

- 5.3.1 To assist in evaluation of the Responses, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:
- (a) Conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Responses;
 - (b) Seek clarification of a Response or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Responses; and
 - (c) Request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information, and consider any clarifications and supplementary information from interviews/presentations in the evaluation of Responses.

- 5.3.2 The Evaluation Committee is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, identify and drop from the detailed evaluation any Respondent who, when compared to the other Respondents, the Evaluation Committee judges is not in contention to be short-listed.
- 5.3.3 The Evaluation Committee will recommend the short-list to NH.
- 5.3.4 NH will notify Respondents that have been short-listed by sending a written notice to the Respondent's Representative.
- 5.3.5 NH will conduct a debriefing, upon request, for any Respondent. In a debriefing NH will discuss the relative strengths and weaknesses of that Respondent's Response, but NH will not disclose or discuss any confidential information of another Respondent. Requests for debriefing may be made after a short-list has been announced.

5.4 Short-Listed Proponents and Changes to Proponent Teams

NH intends to issue the RFP only to the entities that have been short-listed under this RFQ

If for any reason a Respondent wishes to implement a change to the Respondent Team, including a change to any member of the Proponent Team, including the Proponent itself, the Proponent must deliver a written request to NH for permission in writing from NH to institute the proposed change.

The Respondent must include in such written request:

- a) the reason for the proposed change;
- b) a comprehensive description of the proposed change; and
- c) sufficient information and documentation, including but not limited to the impact of the proposed change upon the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Proponent, the Proponent Team and each member of the Proponent Team, to demonstrate that the proposed change, if permitted, would result in the Proponent, the Proponent Team and each member of the Proponent Team (considered as a whole and considered separately) meeting or exceeding (in the sole opinion of NH) the suitability, qualifications, experience, and abilities of the Proponent, the Proponent Team and each member of the Proponent Team (considered as a whole and considered separately) before the proposed change. The Proponent must provide such further information and documentation as NH may require in NH's absolute discretion for the purpose of considering any such request.

NH may, in its absolute discretion, by written notice refuse or permit the proposed change and any permission of NH may be on such terms and conditions as the NH may consider appropriate.

6. RFQ TERMS AND CONDITIONS

6.1 No Obligation to Proceed

This RFQ does not commit NH in any way to proceed to an RFP stage or award a contract, and NH reserves the complete right to at any time reject all Responses and to terminate the Competitive Selection Process and proceed with the Project in some other manner.

6.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of or under the control of NH are subject to the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”) and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

6.3 Cost of Preparing the Response

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

6.4 Confidentiality of Information

Information pertaining to Partnerships BC or NH obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or NH (as applicable). By submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix E to this RFQ.

Short-listed Proponents will also be expected to sign a “Participation Agreement” as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions.

6.5 Reservation of Rights

NH reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- 6.5.1 Amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- 6.5.2 Accept or reject any Response based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- 6.5.3 Disqualify a Response, including for any of the reasons set out in section 2.2 of Appendix A;
- 6.5.4 Waive a defect or irregularity in a Response or any non-conformity in form or content of a Response and accept that Response;

- 6.5.5 Not accept any or all Responses;
- 6.5.6 Reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- 6.5.7 Re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- 6.5.8 Make any changes to the terms of the business opportunity described in this RFQ; and
- 6.5.9 Extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.6 Limitation of Damages

Each Respondent, by submitting a Response, agrees that in no event will NH nor any of its employees, advisors or representatives, including Partnerships BC, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against NH or any of its employees, advisors or representatives if NH for any reason whatsoever:

- (a) Does not select a short-list of Respondents;
- (b) Suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of the RFQ or both);
- (c) Accepts any compliant or non-compliant Response or selects a short-list of one or more Respondent(s); or
- (d) Under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team,

or for any breach or fundamental breach of contract by NH, and the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not short-listed in the Competitive Selection Process for any reason whatsoever.

6.7 Ownership of Response

- 6.7.1 All Responses submitted to NH become the property of NH. They will be received and held in confidence by NH, subject to the provisions of FOIPPA and this RFQ.

6.8 Disclosure and Transparency

- 6.8.1 NH is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist NH in

meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

- 6.8.2 NH expects to disclose the following information during this stage of the Competitive Selection Process: the RFQ document, the number of Respondents, the name of Respondents, and the name of short-listed Proponents.
- 6.8.3 To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of NH.
- 6.8.4 Respondents will notify NH of any and all requests for information or interviews received from the media.
- 6.8.5 Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

6.9 No Collusion

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

6.10 No Lobbying

A Respondent, and any firms, corporations or individual member of a Respondent, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of NH, Partnerships BC, the Fairness Advisor or any member of the Evaluation Committee, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by NH. NH reserves the right to disqualify a Respondent that contravenes this section 6.10.

6.11 Relationship Disclosure and Review Process

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

Respondents must submit the form attached as Appendix D with their Response and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with NH, Partnerships BC or any members of the Evaluation Committee or others providing

advice or services to NH with respect to the Project or any other matter that gives rise or might give rise to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

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

NH and the COI Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.11.1 Use or Inclusion of Restricted Parties

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

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

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.11.

6.11.2 Current Restricted Parties

At this RFQ Stage, and without limiting the definition of "Restricted Parties", NH has identified the following persons, firms or organizations as Restricted Parties.

- Stantec Architecture Ltd. and sub-consultants including:
 - Stantec Consulting Ltd.
 - Altus Geomatics Limited Partnership
 - Myles J. Noel Associates, LLC
 - Burnstad Consulting Ltd.
 - Parkland Geotechnical Consulting Ltd.
- Deloitte & Touche LLP.
- Fasken Martineau DuMoulin LLP
- Boughton Law Corporation (Conflict of Interest Adjudicator)
- Pacific Meridian Consulting Inc.

- Spiegel Skillen & Associates Ltd.
- Caroline Webster Consulting
- Joan M. Young, Heenan Blaikie LLP, (Fairness Advisor)
- NH and Partnerships BC, including their former and current employees who fall within the definition of “Restricted Party”.

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

6.11.3 Conflict of Interest Adjudicator

NH has appointed a conflict of interest adjudicator (the “**COI Adjudicator**”) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party. There is no requirement for all issues to be referred to the COI Adjudicator.

6.11.4 Request for Advance Decision

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

- (a) to request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
 - (1) Names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
 - (2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - (3) A description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
 - (4) Copies of any relevant documentation.

NH may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If NH refers the request to the COI Adjudicator, NH may make its own response to the COI Adjudicator.

Subject to section 6.2 all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed

in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.11.5 NH May Request Advance Decisions

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and NH may require that the Respondent make an application under section 6.11.4.

6.11.6 Decisions Final and Binding

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

6.11.7 Exclusivity

Unless permitted by NH in its sole discretion or permitted as a Shared Use Person, a Key Individual or an Equity Provider may only participate as a member of one Respondent Team.

6.11.8 Shared Use

A Shared Use Person is eligible to do work for a Respondent, but is required to commit that they will not enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

6.11.9 Legal Counsel

Respondents should not retain Fasken Martineau DuMoulin LLP to advise or assist them in any matter relating to this RFQ. By submitting a Response, the Respondent expressly consents to Fasken Martineau continuing to represent NH for all matters in relation to this RFQ and the Project, including any such matter that is adverse to the Respondent, despite any information of the Respondent and any solicitor-client relationship that the Respondent may have had or may have with Fasken Martineau in relation to matters other than this RFQ and the Project. This section is not intended to waive any of the Respondent's rights of confidentiality or solicitor-client privilege. NH reserves the right at any time to waive any provision of this section.

6.12 Fairness Advisor

NH has appointed a fairness advisor (the “**Fairness Advisor**”) to monitor the evaluation process undertaken by the Evaluation Committee. The Fairness Advisor will provide a written report to NH, and NH will make any such report available to interested parties.

The Fairness Advisor will be:

6.12.1 Provided full access to all documents and information related to the evaluation processes under this RFQ which the Fairness Advisor decides is required; and

6.12.2 Kept fully informed by NH of all documents and activities associated with this RFQ.

7. DEFINITIONS

7.1 Definitions

In this RFQ:

Addenda or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in section 4.9.

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

Closing Time means the time and date indicated as such on the RFQ cover page.

COI Adjudicator has the meaning set out in section 6.11.3.

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

Confidentiality Agreement means the agreement referred to in Appendix E to this RFQ.

Contact Person means the person identified as such on the RFQ cover page, or such other person as may be appointed by NH for that purpose.

Delivery Address means the delivery address identified as such on the RFQ cover page.

Equity Provider means an entity providing equity for the Project pursuant to the Project Agreement.

Evaluation Committee means the committee established by NH to evaluate the Responses.

Evaluation Criteria means the criteria referred to in section 2.1 of Appendix A to this RFQ.

Facility has the meaning set out in section 1.1.

Fairness Advisor has the meaning set out in section 6.12.

Final Draft Project Agreement has the meaning set out in section 3.2.

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

FOIPPA has the meaning set out in section 2.

Key Individuals means the Project Director and the key individuals on the Respondent's design team, construction team and facilities management team as identified in Respondent's Response.

Lands means the site upon which the Project is to be constructed.

NH means Northern Health Authority.

Northern Health means Northern Health Authority.

Partnerships BC means Partnerships British Columbia Inc.

PPP means Private Public Partnerships.

Preferred Proponent means the company, firm, consortium or other legal entity selected by NH during the RFP process to negotiate the Project Agreement.

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

Project Agreement has the meaning set out in section 1.1.

Project Co means the entity proposed by the Respondent to enter into the Project Agreement with NH.

Proponent means a person that submits a proposal in response to the RFP.

Receipt Confirmation Form means the form attached as Appendix B to this RFQ.

Relationship Disclosure Form means the form attached as Appendix D to this RFQ.

Respondent means any company, firm, consortium or other legal entity that intends to submit a Response.

Respondent's Representative means the person or firm, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix C), who is fully authorized to represent the Respondent in any and all matters related to its Response.

Respondent Team means the entire team as described in the Respondent's Response that will prepare the Respondent's proposal under the RFP and will perform the obligations of Project Co under the Project Agreement. For clarity, the Respondent Team includes both firms and individuals.

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

Response Declaration Form means the form attached as Appendix C to this RFQ.

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

RFP means the request for proposals which may be issued by NH as a stage of the Competitive Selection Process.

RFQ means this request for qualifications including the Appendices issued by NH as the first stage of the Competitive Selection Process.

Shared Use Person means those persons or firms, if any, who are specifically named in Section 6.11.7.

APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A		
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<u>Attached Sample Forms</u>		
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1. Response Guidelines

1.1 Overview of Response

Responses should:

- (a) Include all of the information requested in this Appendix A;
- (b) Be submitted in three packages as follows, each clearly labeled:

<u>Package</u>	<u>Contents</u>	<u>Number of Copies</u>
Package 1	1. Transmittal Letter 2. Response Declaration Form (see Appendix C of the RFQ) signed by the Respondent; and 3. Relationship Disclosure Form (see Appendix D of the RFQ) signed by the Respondent and all members of the Respondent Team.	One One One
Package 2	Response (See section 3 of this Appendix A) excluding the Financial Information provided in Package 3.	One unbound copy marked "Master", and 9 bound copies and one electronic copy.
Package 3	Financial information (See subsections 1.6, 2.5 and 3.4 of section 3 of this Appendix A).	One unbound copy marked "Master", and 4 bound copies and one electronic copy.

- (c) Be delivered in an envelope/box, clearly marked with the words, "**Fort St. John Hospital, Response to Request for Qualifications**", to the Delivery Address.

2. Evaluation

2.1 Evaluation Criteria

The Evaluation Committee will evaluate Responses by applying the following Evaluation Criteria and weighting to the information received as requested in section 3 (Response Format) of this Appendix A:

TABLE B1.2

Expertise	Evaluation Criteria	Weighting
Consortium Lead/ Respondent	<p>1. The strength and demonstrated ability to undertake the complete Project including:</p> <p>(a) The experience and capacity to assemble and manage a consortium team that will integrate required expertise for the overall benefit of the Project and NH;</p> <p>(b) Experience and capacity of the Key Individuals;</p> <p>(c) The sourcing and delivery of required financing; and</p> <p>(d) The ability to provide value-added, innovative solutions.</p> <p>(e) Financial strength of consortia lead.</p> <p>(See s.1 and 4 of the Response Format)</p>	30
Design & Construction	<p>2. The strength and demonstrated ability to undertake the design and construction including:</p> <p>(a) The experience and capacity to assemble and manage a design team with applicable experience and expertise, and an approach to the design, including innovation, that will achieve optimal efficiency and integrated workflow in an acute hospital care setting;</p> <p>(b) The experience and capacity to assemble and manage a design team with applicable experience and expertise, and an approach to the design, including innovation, that will achieve optimal efficiency and integrated workflow in a residential care setting;</p> <p>(c) Experience and capacity to assemble and manage a construction team with applicable experience and expertise; and,</p> <p>(d) Experience and capacity of the Key Individuals on the design and construction teams.</p> <p>(e) Financial strength of lead construction team member.</p> <p>(See s.2 and 4 of the Response Format)</p>	40

TABLE B1.2

Expertise	Evaluation Criteria	Weighting
Facilities Management	3. The strength and demonstrated ability to undertake the facilities management of the completed Facility including: (a) The experience and capacity to assemble and manage the facilities management team that will provide services over the term of the Project Agreement; and (b) The experience of the identified Key Individual for facilities management. (c) Financial strength of the facilities management team lead. (See s.3 of the Response Format)	15
Overall Strength	4. The overall strength of the team, the ability to undertake the complete Project and potential for being an ideal long term partner. (See Response Format Generally)	15
Total		100

2.2 Disqualification of Responses

Without limitation, NH may, in its sole discretion, disqualify a Response if:

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

3. Response Format

For Responses, Respondents should use the section numbers and titles provided in the table below.

Section No.	Title	Contents
1.	Respondent Team and Consortium Lead	
1.1	Identification of the Respondent Team	<p>Provide the Company/Firm name for each of the following:</p> <ol style="list-style-type: none"> 1. Consortium/lead 2. Equity Providers 3. Design team 4. Construction team 5. Facility management team 6. Financial advisor 7. Legal advisor 8. Other(s) (please specify) <p>Provide a short description of the Respondent and significant team members (for publication purposes).</p>
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the only contact person to receive communication from the Contact Person regarding the RFQ.</p> <p>Respondent's Representative:</p> <ol style="list-style-type: none"> 1. Name 2. Employer 3. Mailing/courier addresses 4. Telephone number 5. Facsimile number 6. E-mail address 7. Website address

Section No.	Title	Contents
1.3	Respondent Team Organization Charts	<p>a) Describe the Respondent's Team including:</p> <ol style="list-style-type: none"> 1. Management structure 2. Equity Providers 3. Entity responsible for design 4. Entity responsible for construction 5. Entity responsible for facilities management over the Term 6. Identify settled or proposed contractual relationship between team members 7. Identify overall organizational/management structure <p>b) Provide organization charts, at the corporate level, showing the relationship between Respondent's Team members, for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> 1. RFP stage: from short-listing under RFQ to selection as Preferred Proponent under the RFP; 2. Project Agreement stage: from selection of Preferred Proponent to Financial Close; 3. Design and Construction stage: from preliminary design through to commencement of operating payments; and 4. Operations stage: from commencement of operating payments through to end of the Term.
1.4	Project Director's Experience	<p>Provide a résumé for the Project Director including, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant healthcare and other experience
1.5	Project Organization Chart	<p>Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the 4 phases listed in section 1.3 above.</p> <p>Please note: Names are only required for Key Individuals at this time</p>
1.6	Respondent Financial Capacity	<p>Provide the following information for each of the Respondent and all Equity Providers:</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;

Section No.	Title	Contents
		<ol style="list-style-type: none"> 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.
1.7	Project Experience of Consortium/Lead	<p>Provide a completed <i>Table B-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include:</p> <ol style="list-style-type: none"> 1. Canadian and global healthcare projects, (and in particular acute hospital and residential care facility projects) including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian. <p>Each table should contain a maximum of ten projects.</p>
1.8	Prior Working Relationships	Describe any prior working relationships among members of the Respondent Team. Demonstrate experience and capacity in assembling and managing a consortium team.
1.9	Experience in Finance Raising or Providing Finance	Provide a completed <i>Table B-2 Sample Form – Project Finance Experience</i> (attached at end of this appendix) indicating the experience that any member of the Respondent Team has in raising and/or providing finance for public private partnership projects or other major infrastructure projects.
1.10	Approach to Partnership	Describe the Respondent's experience with public private partnership arrangements that demonstrates a successful approach to the delivery of projects through partnerships including healthcare projects in partnership with healthcare organizations.
1.11	Availability	Describe the availability and capacity of the Respondent and Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
1.12	Innovation	Describe the Respondent's experience providing value added, innovative solutions in previous projects.
2.	Design and Construction Team	

Section No.	Title	Contents
	Members	
2.1	Key Individuals' Experience	Provide résumés for the lead design individual and the lead construction individual including, at a minimum, the following information: <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 2. Role and responsibility for the Project 3. Summary of education/qualifications 4. Relevant healthcare and other experience
2.2	Comparable Experience of Design Consultant and Contractors	Provide information on past experience working with contractors and sub-contractors on comparable projects. Explain the management arrangements that were used to coordinate the work of the various specialists to achieve integration between designers and contractors, in accordance with the project schedule.
2.3	Project Experience	Provide a completed <i>Table B-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include: <ol style="list-style-type: none"> 1. Canadian and global healthcare projects (and in particular acute hospital and residential care facility projects and similar projects in northern climates), including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian. <p>Respondents should provide separate tables for design and construction, and each should contain a maximum of ten projects.</p>
2.4	Design and Construction Integration	Describe previous experience developing designs in consultation with a healthcare user/client and in integrating design with construction and facilities management over a long-term relationship. Include experience, if any, in introducing “best practices” concepts into the design to deal with issues such as LEED Gold certification, integration of process improvement concepts (such as workflow re-design, process efficiency tools, etc.) into facility design, with specific reference to acute hospital, services buildings and residential care facility environments.
2.5	Financial Strength	Provide the following information for the lead construction firm: <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal

Section No.	Title	Contents
		<p>year for which audited statements are provided;</p> <ol style="list-style-type: none"> 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1 please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p>
3.	Facilities Management Team Members	
3.1	Key Individuals' Experience	<p>Provide a résumé including, at a minimum, the following information for the Manager of Facilities Management:</p> <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant healthcare and other experience
3.2	Project Experience	<p>Provide a completed <i>Table B-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include:</p> <ol style="list-style-type: none"> 1. Canadian and global healthcare projects (and in particular acute hospital and residential care facility projects and similar projects in northern climates), including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian <p>The table should include a maximum of ten projects.</p>
3.3	Design and Construction Integration	<p>Describe previous experience participating in the development of designs in consultation with a healthcare user/client and in integrating facility management considerations into design and construction considerations over a long-term relationship. Include experience, if any, of introducing</p>

Section No.	Title	Contents
		best practice concepts in facility management and integrating these concepts with design and construction in order to provide an optimal long-term solution with specific reference to acute hospital, services buildings and residential care facility environments.
3.4	Financial Strength	<p>Provide the following information for the lead facilities management firm (If the lead facilities management firm has a current investment grade rating and can provide details they are exempt from requirements 1 to 4 below):</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1, please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p>
4.	General	
4.1	Overall Strength	Describe characteristics of proposed team that will lead to a successful long term Project and value added partnership. Describe approach to innovation in design, construction and operations, including but not limited to evidence-based design principles, healthy buildings, LEED Green Guide for Health Care and Lean Design Principles for health care. Provide examples of projects which have required the implementation of innovations. Provide examples of projects demonstrated ability to take advantage of commercial opportunities associated with the site.

**TABLE B-1
PROJECT EXPERIENCE**

Project Name	Project Description/ Sector	Location (Province/ Country)	Current status of this project	Approximate capital value (Cdn\$MM)	Approximate services value (Cdn\$MM)	Respondent's role in project	Stage Respondent reached in this procurement process	Reference - Name, email address and telephone number	Parties to the project:				
									Sponsor	Funder	Constructor	FM Operator	Design

Notes on completion of table:

Project description: Transportation/Accommodation/Health/Other (please specify)
 Respondent's role: Specify extent of involvement of major parties to the project
 Project status: Bid phase/Construction phase/Operations phase
 Stage respondent reached: Not short-listed/Short-listed bidder/preferred bidder
 Reference: Provide name and contact details of someone who can attest to your role in this project
 Parties to the project: Corporate name of partners involved in the project

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APPENDIX B - RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Submission Date: July 8, 2008

To receive any further distributed information
about this Request for Qualifications,
please return both pages of this form as soon as possible to:

Partnerships British Columbia
Fax: (250) 356-2222 or
E-Mail: dawn.hart@partnershipsbc.ca

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX: (_____) _____ **TELEPHONE:** (_____) _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

COURIER COLLECT COURIER Name and Account No.: _____

MAIL (default if neither box checked)

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C - RESPONSE DECLARATION FORM

- 1. This Response Declaration must be executed by the Respondent.**
- 2. By executing this Response Declaration, the Respondent agrees to the provisions of the RFQ and this Response Declaration.**
- 3. Capitalized terms in this Response Declaration are defined in section 7 of the RFQ.**

[RFQ Respondent's Letterhead]

To: Partnerships BC, 300 – 707 Fort Street, Victoria, BC V8W 3G3

Attention: Dawn Hart

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

1. Response

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

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.6, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- c. The Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to

providing clarifications and additional information that may be requested in association with the RFQ;

- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

- a. The RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of NH is limited to consider Responses in accordance with the RFQ.

4. Consent of Respondent Team

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

5. The Respondent Team consists of:

Name	Address	Key Individual or Equity Provider

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number

APPENDIX D - RELATIONSHIP DISCLOSURE FORM

This Form should be completed by the Respondent and by each of the Respondent's Key Individuals as identified in the Respondent's completed Response, Appendix A, section 3.

The Respondent/Key Individual (as the case may be) declares that:

1. The Respondent/Key Individual has reviewed the definition of Restricted Parties in Section 7 and the non-exhaustive list of Restricted Parties in Section 6.11.
2. The following is a full disclosure of all relationships that the Respondent/Key Individual has with:
 - a. Any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - b. Employees (both current or former) of NH, or individuals of firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Project that could constitute a conflict of interest or unfair advantage, including as a result of confidential information.

Name of Restricted Party / Person	Details of the Nature of the Respondent's/Key Individual's relationship with the listed Restricted Party/Person <i>(e.g. Respondent/Key Individual was an advisor to the Restricted Party from 1999-2000)</i>

(Add additional pages as may be required)

NAME OF RESPONDENT:

Name of Firm – Respondent/Key Individual: _____

Address: _____

E-mail Address: _____

Telephone: _____

Fax: _____

Name of Authorized Signatory for Respondent/Key Individual: _____

Signature: _____

APPENDIX E - CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) "Agreement" means this Appendix E which is subject to the RFP;
- (b) "Confidential Information" means all documents, knowledge and information provided by NH or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - (i) Is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - (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 Agreement 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 this Agreement 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.
- (c) "Permitted Purposes" means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (d) "Recipient" means a Respondent or any other interested party who completes a Receipt

Confirmation Form.

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

2. Confidentiality

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

3. Ownership of Confidential Information

NH owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of NH, 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, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the

instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that NH or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that NH will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which NH may be entitled at law or in equity.

7. Waiver

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

8. Severability

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

9. Enurement

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