Interior Health

Request for Qualifications

Vernon Jubilee Hospital Inpatient Beds Project

RFQ # 5390

March 5, 2013

partnerships British Columbia

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: **Vernon Jubilee Hospital Inpatient Beds Project** Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: **Dawn Hart** Email: Dawn.Hart@partnershipsbc.ca Please direct all Enquiries, by email, to the above named Contact Person. No telephone Enquiries please.
ENQUIRIES	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 business days before the Submission Time to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: **2:00 pm** Pacific Time on **April 23, 2013**
SUBMISSION LOCATION	Responses are to be submitted to: **300 – 707 Fort Street** **Victoria, BC V8W 3G3** **Attention**: **Dawn Hart**

TABLE OF CONTENTS

1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this request for qualifications ("**RFQ**") is to invite interested parties to submit responses ("**Responses**") indicating their interest in, and qualifications for, the Vernon Jubilee Hospital Inpatient Beds Project ("the **Project**"). Based on these Responses, the Interior Health Authority (the "**Authority**") intends to select, in accordance with the terms of this RFQ, a shortlist of up to three proponents (the "**Proponents**") to be invited to participate in the next stage of the competitive selection process (the "**Competitive Selection Process**"), the request for proposals ("**RFP**") stage.

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

Under the Competitive Selection Process, the Authority is seeking a qualified entity ("**Design-Builder**") to enter into a contract (the "**Design-Build Agreement**") with Infusion Health KVH General Partnership ("**Infusion**") to design and build the fit-out of the 6th and 7th floors of the Polson Tower to expand the existing inpatient beds at the Vernon Jubilee Hospital in Vernon, B.C. (the "New **Facility**").

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

1.2 ADMINISTRATION OF THIS RFQ

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

1.3 ELIGIBILITY

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

1.4 PROJECT BRIEF

The Authority has issued a separate document entitled the Project Brief (the "**Project Brief**") for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way

in interpreting the requirements of, the RFQ, the RFP, the Design-Build Agreement, or to in any way define or describe any party's rights with respect to the Project.

2 THE PROJECT

2.1 VERNON JUBILEE HOSPITAL INPATIENT BED PROJECT

Vernon Jubilee Hospital ("**VJH"**) plays a critical role in the delivery of acute care in Vernon as well as serving the health care needs of the communities in the surrounding area. VJH is within the Okanagan health service area and responsible for providing core medical and surgical specialty services to patients throughout its service area. Located in downtown Vernon, between Kelowna and Kamloops, VJH offers services including core physician specialties, 24 hour emergency and trauma services, acute and obstetrical care.

Project Background

In 2008 the Authority entered into a Design-Build Finance Maintain ("**DBFM**") project agreement with Infusion. The project agreement expires in 2042 and covers projects in both Kelowna and Vernon, including the Polson Tower, where this Project is to be constructed.

Infusion is a single-purpose entity formed to deliver the Kelowna Vernon Hospitals Project (the "**KVH Project**") including the design, construction, financing and maintenance of the facilities until 2042. The maintenance component includes plant services and life cycle rehabilitation on the new buildings within the KVH Project (the Polson Tower in Vernon, and the Centennial Building, Clinical Academic Building and Parkade in Kelowna). Through its subcontractor, Black and MacDonald, Infusion also provides maintenance for the remainder of the Kelowna General Hospital ("**KGH**") and Vernon Jubilee Hospital ("**VJH**") campuses.

The Project will be located on the 6th and 7th floors of the Polson Tower, a 7 storey structure built as part of the KVH Project in 2008. The two floors combined are an estimated 4,478m^2, and were designed to house 30 inpatient units per floor. To accommodate this and allow for integration of services throughout the building, there are some connections to the Polson Tower infrastructure and/or building systems required. Infusion currently has all maintenance and life cycle rehabilitation responsibility for the building envelope and all shelled-in space in the Polson Tower.

With the completion of the new Polson Tower, VJH is uniquely positioned to provide increased inpatient bed capacity and meet the growing demand for high-level hospital care and services in the community.

The Authority is planning the proposed Project to include:

- Fit-out of floors six and seven, including:
    - 30 bed inpatient unit on each floor

The scope of work currently anticipated for the Project is discussed in greater detail in Section 2.4 below. The estimated capital cost range is between $20 – 25 million.

2.2 PROJECT OBJECTIVES

The Project will realize the completion of two shelled inpatient unit floors on Levels six and seven (60 beds).

To aid with the development of the Project scope and infrastructure decisions, Project objectives have been established and include the following:

- Increase inpatient bed capacity;
- Provide appropriate bedroom configuration for inpatient units;
- Reduce infection control risks;
- Provide greater flexibility in operation;
- Improve patient care experience;
- Provide appropriate learning space for students;
- Work effectively with the onsite team;
- Cause no disruptions to services, interruptions to health care or negatively impact the ongoing operations of the hospital; and
- Minimize the impact of construction on hospital operations including dust control, worker traffic, noise, vibration etc.

2.3 PROJECT TEAM

2.3.1 Interior Health Authority

The Interior Health Authority (the "**Authority**") was established as one of five geographically-based health authorities in 2001 by the Government of British Columbia. It is responsible for ensuring publicly-funded health services are provided to more than 742,000 residents of the Southern Interior.

Serving a large geographic area of approximately 216,000 square kilometres, the Authority's service area includes larger cities such as Kelowna, Kamloops, Cranbrook, Trail, Penticton and Vernon, as well as a

multitude of rural and remote communities totalling 58 municipalities, 95 unincorporated areas, 55 First Nations communities and seven regional hospital districts.

Currently, the Authority operates 16 community hospitals, four service area hospitals, two tertiary referral hospitals and has 6,275 residential care and assisted living beds (as of October 2012) as well as providing services for acute care, health promotion and prevention, community care, residential care, mental health, substance use, public health and more.

The Authority is the owner of the Project.

Additional information about Interior Health Authority is available at: www.interiorhealth.ca

2.3.2 Partnerships BC

Partnerships BC, was established by the Province of British Columbia to structure and implement partnership delivery solutions for public infrastructure.

The Authority has engaged Partnerships BC to manage the Competitive Selection Process for the Vernon Jubilee Hospital Inpatient Bed Project.

Additional information about Partnerships BC is available at www.partnershipsbc.ca.

2.3.3 Infusion Health KVH General Partnership

Infusion is a single-purpose entity formed as a general partnership between Bilfinger Project Investments KVH Inc. and John Laing Investments KVH Ltd.

The Authority intends that the Project will be procured as a Change under the existing KVH Project Agreement with Infusion, such that the Authority enters into a Change Certificate with Infusion, and Infusion implements the design and construction through a Design-Build Agreement with the successful Proponent. Following the completion of construction, the Project will form part of the facilities maintained by Infusion and its subcontractor, Black and MacDonald.

Additional information about Infusion is available at www.infusionppp.ca

2.4 ADVANCE WORK BY THE AUTHORITY

The following sections provide an overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Contract Award ("**Contract Award**").

2.4.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia and was announced on February 7, 2013. Further Authority and Province approvals are expected to be required prior to issuance of the RFP and Contract Award.

2.4.2 Project Scope

The project involves two (2) major scope components within the existing Polson Tower on the VJH campus. These scope components are described in the table below.

Scope Component	Scope Component Description
Inpatient Unit – Level 6 (Polson Tower)	30 Bed Inpatient Unit requires fit-out, equipment and installation (currently shelled space including rough-ins).
Inpatient Unit – Level 7 (Polson Tower)	30 Bed Inpatient Unit requires fit-out, equipment and installation (currently shelled space including rough-ins).

2.4.3 Site Zoning

The fit-out project will be built in the existing Polson Tower on the VJH campus therefore no additional zoning is required.

2.4.4 Programming

The Authority is in the process of completing its programming, indicative design and drafting of performance specifications (the "**Statement of Requirements**").

2.5 GENERAL SCOPE OF DESIGN-BUILDER'S RESPONSIBILITY

2.5.1 Design-Build Agreement

The Project will be provided under a Design-Build Agreement between Infusion and the successful Proponent. The Authority intends to attach an Initial Draft Design-Build Agreement (the "**Initial Draft Design-Build Agreement**") to the RFP which will include:

(a) Statement of Requirements for the design and construction of the New Facility; and

(b) Proposed commercial terms.

The Final Draft Design-Build Agreement (the "**Final Draft Design-Build Agreement**") will be the basis upon which proposals (the "**Proposals**") will be prepared in response to the RFP.

2.5.2 Design-Builder/Infusion Relationship

The procurement process will be run by the Authority and Partnerships BC, however, upon contract award, the Preferred Proponent will enter into the Design-Build Agreement with Infusion for delivery of the Project.

As Infusion is currently contracted to the Authority through the KVH Project on this site, they will be involved throughout the Competitive Selection Process. Their involvement will include, but is not limited to the following:

(a) Assistance in development of specifications;

(b) Participation in Collaborative Meetings; and

(c) Participation in evaluations.

Once the Final Design-Build Agreement is executed between the Design-Builder and Infusion, Infusion will be responsible for ongoing project management under the terms of the existing KVH Project and the change certificate negotiated between Infusion and the Authority.

2.5.3 General Scope of Responsibility

The Authority anticipates that the general scope of Design-Builder's responsibility under the Design-Build Agreement will be as follows:

(a) Design

The Design-Builder will be responsible for all aspects of the design for the New Facility including the integration of the various building components with each other. The final design will comply with the Statement of Requirements that will be provided to Proponents in the Design-Build Agreement, and all applicable laws, including the Vernon ("**City**") zoning.

(b) Construction

The Design-Builder will be completely responsible for:

(1) obtaining all permits and approvals necessary for construction of the New Facility, excluding zoning approvals already in place; and

(2) completion of construction of the New Facility by Summer 2015.

(c) Payment

Infusion will make progress payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP.

It is anticipated there will be a design-build price ceiling (the "**Design-Build Price Ceiling**") in the RFP stipulating a maximum of the progress payments over the construction period and that it will be mandatory to comply with this requirement.

(d) LEED®

The existing Facility is a LEED® Gold building. All design and construction specifications released with the Initial Draft Design-Build Agreement and RFP will be consistent with LEED® Gold requirements. This will ensure consistency with the existing LEED® Gold certification. No further LEED® certifications will be required.

(e) Communication and Consultation

The Authority, Infusion and the Design-Builder will work together on all aspects of public communication and consultation as set out in the Design-Build Agreement.

2.6 COMMERCIAL TERMS

2.6.1 Key Commercial Terms

The following are some of the key commercial terms that the Authority anticipates will be included in the Design-Build Agreement:

(a) Design-Builder will enter into Design-Build Agreement with Infusion

(b) Payment: Infusion will pay progress payments to the Design-Builder over the construction period as defined in the Design-Build Agreement.

(c) Price: It is anticipated that the successful Proponent will not exceed the Design-Build Price Ceiling threshold to be set out in the RFP.

(d) Risk Allocation: The Design-Build Agreement will allocate risks to the party best able to manage that risk. Design-Builder allocated risks will include schedule and price.

(e) Warranty: The Authority anticipates requiring the Design-Builder to provide a two year warranty for the Project, with a 10 year latent defect period.

(f) Security for Obligations: The Authority anticipates that the Design-Builder will provide certain security for its obligations, which should include performance and labour and materials bonds, letters of credit and parent company guarantees. Security will be required to address the risk

related to Infusion's availability payments and deductions associated with the New Facility over the warranty period, adjusted to be commensurate with the scope and value of the Design-Build Agreement.

(g) Interface Agreement: The Design-Builder will be required to enter into an Interface Agreement with Infusion's Service Provider, Black & McDonald Limited, to provide for co-ordination and allocation of responsibility and risk for the New Facility through to the end of the latent defect period. It is expected the Design-Builder's security will include a parent company guarantee over a 10 year latent defect period.

3 COMPETITIVE SELECTION PROCESS

This section describes the process that the Authority expects to use in the selection of a preferred proponent (the "**Preferred Proponent**") and the execution of the Design-Build Agreement. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Contract Award.

3.1 RFQ STAGE

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

3.2 RFP STAGE

The Authority's objective at the RFP stage is to select the Preferred Proponent with whom it may be offered the opportunity to enter into the Design-Build Agreement, and to award the Design-Build Agreement.

3.2.1 Collaborative Meetings

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

The Authority anticipates that the RFP stage will allow Proponents to provide input on the Initial Draft Design-Build Agreement as follows:

(a) the Authority will invite each Proponent to review the Initial Draft Design-Build Agreement as attached to the RFP and then meet confidentially and separately with the Authority to discuss any comments or amendments that the Proponent requests to be considered;

(b) the Authority will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of the Authority, amend the Initial Draft Design-Build Agreement, and by one or more addenda (the "**Addenda**") issue a revised Initial Draft Design-Build Agreement; and

(c) ultimately the Authority will issue the Final Draft Design-Build Agreement as the common basis for the preparation of Proposals by the Proponents.

The Authority will also provide a form of Interface Agreement to be entered into by Infusion, the Design-Builder, and Infusion's Service Provider.

3.2.2 RFP Submission

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

(a) a fully binding Proposal to design and build the New Facility;

(b) a commitment by the Design-Builder to enter into the Design-Build Agreement, the Interface Agreement and to meet all performance security and other requirements; and

(c) committed pricing for the Project.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

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

If the Competitive Selection Process continues into the RFP stage, the Authority intends to make provision for partial compensation in the amount of $50,000 for each Proponent being payable in accordance with the terms of the RFP.

3.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Timeline
RFQ issue date	March 5, 2013
Introductory Project Meeting	Week of March 18
RFQ Submission Time: 2:00 PM Pacific Time	April 23, 2013
Respondent interviews/presentations (optional)	Week of May 13, 2013
Announce Shortlisted Respondents	June 20, 2013
Issue RFP and Initial Draft Design-Build Agreement to Proponents	July 4, 2013
Collaborative Meetings	July, August, September 2013
Issue Final Draft Design-Build Agreement	October 2013
Submission Time for Technical Submissions	October 2013
Submission Time for Financial Submissions	November 2013
Selection of Preferred Proponent	December 2013
Contract Award	Fall (December) 2013
Construction Commences	Fall (December) 2013
Substantial Completion	Summer 2015

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

3.5 INTRODUCTORY PROJECT MEETING

The Authority intends to hold an introductory meeting to introduce the Project. All interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. The introductory project meeting will be held during the week of March 18, 2013 and each Respondent that submits a Receipt Confirmation Form will be notified of the specific location, date and time. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

A list of registered attendees will be made available to everyone attending or submitting a Receipt Confirmation Form. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 4.7. It is anticipated that the meeting will include a tour of the Site.

4 SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY REQUIREMENTS

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

4.2 RESPONSE FORM AND CONTENT

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

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

Responses should be in English. Any portion of a Response not in English may not be evaluated.

4.4 NO FAX OR EMAIL SUBMISSION

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

4.5 RECEIPT OF COMPLETE RFQ

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

4.6 RECEIPT CONFIRMATION FORM

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

4.7 ENQUIRIES

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

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 Authority decides that an Enquiry should be distributed to all Respondents, then the Authority will permit the enquirer to withdraw the Enquiry rather than receive a response; and

(d) subject to Section 4.7(c), any Enquiry and response may, in the Authority's discretion, be distributed to all Respondents, if the Authority in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The Authority may keep either or both the Enquiry and response confidential if in the judgment of the Authority it is fair or appropriate to do so.

4.8 UNOFFICIAL INFORMATION

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

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

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

The following provisions 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:

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

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

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

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

4.10 ADDENDA

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

4.11 DEFINITIVE RECORD

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

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

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

4.13 RESPONSE DECLARATION FORM

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to the Authority in the Authority's discretion, and should include the completed form as part of its Response. The Response Declaration Form will be executed by

a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

4.14 RELATIONSHIP DISCLOSURE FORM

A Respondent is required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the Authority in the Authority's discretion. The Relationship Disclosure Form will be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

5 EVALUATION

5.1 EVALUATION

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

5.2 EVALUATION CRITERIA

The Authority will evaluate Responses by application of the evaluation criteria (the "**Evaluation Criteria**") as outlined in Appendix A.

5.3 EVALUATION AND SELECTION PROCEDURES

To assist in the evaluation of the Responses, the Authority 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 (the "**Key Individuals**");

(b) conduct any other reference checks or conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process;

(c) seek clarification of a Response or supplementary information from any or all Respondents;

(d) 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

(e) rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information in the evaluation of Responses.

The Authority is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, the Authority judges is not in contention to be shortlisted.

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

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

5.4 INTERVIEWS/PRESENTATIONS

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

5.5 CHANGES TO RESPONDENT TEAMS

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

(a) if the application is made after the Proponents have been determined, the Authority may refuse to permit a change to the membership of a Respondent Team if the change would, in the Authority's judgment, result in a weaker team than was originally shortlisted; or

(b) the Authority may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

The Authority's approval may include such terms and conditions as the Authority may consider appropriate. This Section 5.5 shall apply until issuance of the RFP.

6 RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

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

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

6.3 CONFIDENTIALITY OF AUTHORITY INFORMATION

All non-public information pertaining to, or provided by, Infusion, Partnerships BC or the Authority obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Partnerships BC or the Authority (as applicable).Except as expressly

stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation. By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the confidentiality agreement (the "**Confidentiality Agreement**") attached as part of Appendix C to this RFQ.

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

The Authority has engaged Partnerships BC. Partnerships BC has been and continues to be involved in other projects and the Authority may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of the Request for Qualifications/Proposals including limitations on "Commercial in Confidence" information under Section 2.2 (Collaborative Meetings) and Section 6.6 (Enquiries) the Authority may in its discretion disclose information that is available from this Project to Partnerships BC and other projects and may obtain information from other projects.

6.4 COST OF PREPARING THE RESPONSE

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

6.5 NO REPRESENTATION OR WARRANTY

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

6.6 RESERVATION OF RIGHTS

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

(a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;

(b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;

(c) disqualify a Response that fails to meet the stated mandatory requirements(the "**Mandatory Requirements**") under Section 4.1, or for any of the reasons set out in Section 2.2 of Appendix A, or any other reason the Authority determines appropriate;

(d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;

(e) not accept any or all Responses;

(f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;

(g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;

(h) make any changes to the terms of the business opportunity described in this RFQ; and

(i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 LIMITATION OF DAMAGES

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

(a) does not select a shortlist of Respondents;

(b) suspends, cancels or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);

(c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);

(d) under the terms of this RFQ, permits or does not permit a restricted party ("**Restricted Party**") to advise, assist or participate as part of a Respondent Team; or

(e) for any breach or fundamental breach of contract or legal duty of the Authority, whether express or implied.

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

6.8 OWNERSHIP OF RESPONSES

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

6.9 DISCLOSURE AND TRANSPARENCY

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

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

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

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

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

6.10 NO COMMUNICATION OR COLLUSION

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

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

6.11 NO LOBBYING

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

In the event of any lobbying or communication in contravention of this Section, by any Respondent, Respondent Team members including Key Individuals, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the Authority in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 3.3.

6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

The Authority reserves the right to disqualify any Respondent that in the Authority's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit

the Respondent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority.

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

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

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

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

6.12.1 Use or Inclusion of Restricted Parties

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

(a) to advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or

(b) as a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.

6.12.2 Current Restricted Parties

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

- Bilfinger Project Investments;
- Black & McDonald;
- Cannon Design and sub-consultants (Authority's compliance team) including;
  - Genivar;
  - HH Angus & Associates Ltd.
- Douglas Hopkins, Boughton Law Corp. (COI Adjudicator);
- Fasken Martineau;
- John Laing Infrastructure;
- The Authority and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

6.12.3 Shared Use

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

6.12.4 Conflict of Interest Adjudicator

The Authority has appointed a COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

The COI Adjudicator and the Authority may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 will apply with such modifications as the Authority or the COI Adjudicator may consider necessary.

There is no requirement to refer all conflict of interest or unfair advantage issues to the COI Adjudicator.

6.12.5 Request for Advance Decision

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

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

(a) names and contact information of the Respondent and the person for which the advance opinion is requested;

(b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;

(c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of Confidential Information; and

(d) copies of any relevant documentation.

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

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

6.12.6 The Authority May Request Advance Decision

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

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

6.12.7 Decisions Final and Binding

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

Authority. The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

6.12.8 Exclusivity

Unless permitted by the Authority in its sole and absolute discretion or permitted as a Shared Use Person, the following may only participate as a member of one Respondent Team:

- a Key Individual; and
- the Affiliated Persons of a Key Individual

If any Respondent, Key Individuals or their respective Affiliated Persons contravenes the foregoing, the Authority reserves the right to disqualify any or all of affected Respondents, or only the lowest-ranked such Respondent, or may permit any or all such Respondents to continue and impose such conditions as may be required by the Authority. Each Respondent is responsible, and bears the onus, to ensure that the Respondent its Key Individuals and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Key Individual of a Respondent 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 Respondent or prospective Key Individual of that Respondent should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

(1) Names and contact information of the Respondent or a Key Individual or prospective Respondent or a Key Individual 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 Selection Process; and

(4) Copies of any relevant documentation.

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

6.12.9 Exclusivity – Decisions Final and Binding

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

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

6.13 LEGAL COUNSEL

Fasken Martineau DuMoulin LLP is a Restricted Party. By submitting a Response, the Respondent expressly consents to Fasken Martineau continuing to represent the Authority 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. The Authority reserves the right at any time to waive any provision of this section.

6.14 FAIRNESS ADVISOR

The Authority is currently in the process of selecting a Fairness Advisor. The Fairness Advisor will monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the Authority that the Authority will make public.

The Fairness Advisor will be:

(b) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and

(c) kept fully informed by the Authority of all documents and activities associated with this RFQ.

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

7 INTERPRETATION

7.1 DEFINITIONS

Unless otherwise defined in this RFQ, in this RFQ capitalized terms have the following meanings:

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

"**Affiliated Persons**", or affiliated persons, or persons affiliated with each other, are:

(a) a corporation and

(1) a person by whom the corporation is controlled,

(2) each member of an affiliated group of persons by which the corporation is controlled, and

(3) a spouse or common-law partner of a person described in subparagraph (1) or (2)or (b);

(b) two corporations, if

(1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,

(2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or

(3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;

(c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;

(d) a partnership and a majority interest partner of the partnership;

(e) two partnerships, if

(1) the same person is a majority interest partner of both partnerships,

(2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or

(3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;

(f) a person and a trust, if the person

(1) is a majority interest beneficiary of the trust, or

(2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and

(g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and

(1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,

(2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or

(3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

"**Authority**" means Interior Health Authority.

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

"**City**" means the city of Vernon, British Columbia.

"**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.

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

"**Conflict of Interest Adjudicator"** or "**COI Adjudicator** "has the meaning set out in Section 6.12.3.

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

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

"**Confidentiality Agreement**" means the agreement referred to in Appendix C to this RFQ.

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

"Design-Builder" means the individuals, corporations, other entities or the underlying legal entities that make up a legal structure and who have the direct responsibility to design and build the Project, as described in the Response.

"**Design-Build Agreement**" has the meaning set out in Section 1.1.

"Design-Build Construction Manager" means the individual responsible for leading the construction of the Project.

"Design-Build Director" means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as described in the Response.

"**Design-Build Design Manager**" means the Design-Builder's representative in charge of oversight of the design-build design team.

"**Design-Build Price Ceiling**" means the maximum sum of the nominal progress payments (inclusive of all taxes except HST) to be paid to the Design-Builder as defined in the Design-Build Agreement.

"Enquiry" has the meaning set out in Section 4.7.

"**Evaluation Criteria**" means the criteria referred to in Section 2.2 of Appendix A to this RFQ.

"**Facility**" means the Vernon Jubilee Hospital

"**Fairness Advisor**" has the meaning set out in Section 6.14.

"**Final Draft Design-Build Agreement**" has the meaning set out in Section 2.5.1.

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

"Infusion" means Infusion Health KVH General Partnership.

"**Initial Draft Design-Build Agreement**" means the draft form of Design-Build Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

"Interface Agreement" has the meaning set out in Section 2.6.1(f).

"**Key Individuals**" of a Respondent Team means the specific persons, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent's Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles; and multiple individuals can fill respective positions:

- Design-Build Director;
- Design-Build Design Manager;
- Lead Architect;
- Design-Build Construction Manager;
- Lead Mechanical Design Engineer; and
- Lead Electrical Design Engineer.

"KVH Project Agreement" means the Project Agreement for the Kelowna and Vernon Hospitals Project dated August 19, 2008 between the Authority and Infusion.

"**Lead Architect"** means the individual responsible for leading the design of the Project.

"**Lead Electrical Design Engineer"** means the individual responsible for leading the electrical design of the Project.

"**Lead Mechanical Design Engineer"** means the individual responsible for leading the mechanical design of the Project.

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

"**Minimum Requirements**" has the meaning set out in Appendix A Section 2.1 Table 1

"**New Facility"** means the fit-out of the sixth and seventh floors of the Polson Tower on the Vernon Jubilee Hospital campus, as set out in Section 1.1 above.

"**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.

"**Participation Agreement**" means the form substantially as attached as Appendix F to this RFQ.

"**Partnerships BC**" means Partnerships British Columbia Inc.

"**Preferred Proponent**" means the company, firm, consortium or other legal entity selected by the Authority during the RFP stage to negotiate the Design-Build Agreement.

"**Project**" means the design and construction of the Facility and all other works ancillary to the Facility in accordance with the Design-Build Agreement.

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

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

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

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

"**Relationship Disclosure Form**" means the form substantially as attached as Appendix E to this RFQ.

"**Respondent"** means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit a Response.

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

"Respondent Team" means the entire team, including both firms and individuals, as described in the Respondent's Response, that will prepare the Respondent's Proposal under the RFP, and will perform the obligations of the Design-Builder under the Design-Build Agreement.

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

"**Response Declaration Form**" means the form substantially as attached as Appendix D to this RFQ.

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

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

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

"**Service Provider**" means the entity that has the direct responsibility to provide maintenance and life cycle services to the Project during the operating term of the Project Agreement.

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

"**Site**" means the site upon which the Project is to be constructed.

"**Statement of Requirements**" means the specifications for the design and construction of the New Facility as set out in the Design-Build Agreement.

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

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

7.2 INTERPRETATION

In this RFQ:

(a) any action, decision, determination, consent, approval or any other thing to be performed, made or exercised by or on behalf of the Authority, 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 Authority;

(b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;

(c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;

(d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;

(e) the word "including" when used in this RFQ is not to be read as limiting; and

(f) all dollar values are Canadian dollars unless otherwise indicated;

(g) a reference to a "person" includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and

(h) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1 Response Guidelines

Responses should:

(a) be clearly marked with the words, "**Response to RFQ –Vernon Jubilee Hospital Inpatient Bed Project**" and addressed to the Submission Location;

(b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A will not be evaluated;

(c) be limited to 50 double-side sheets, including appendices, for package two. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Authority;

(1) page limit does not include financial information

(d) be on 8.5" x 11" paper size with a minimum font size of 11 point; and

(e) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1. Transmittal Letter;	One hard copy; and One electronic copy
	2. Response Declaration Form (see Appendix D) signed by the Respondent;	One hard copy; and One electronic copy
	3. A table containing the names and company names of the Key Individuals; and	One hard copy; and One electronic copy
	4. Relationship Disclosure Form (see Appendix E) signed by the Respondent.	One hard copy; and One electronic copy
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	One unbound copy marked "Master"; Five bound copies; and One electronic copy.
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	One unbound copy marked "Master"; Three bound copies; and One electronic copy.

Part 2. Evaluation

2.1 Minimum Requirements

The Authority will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the Minimum Requirements stated in Table 1. Should any Respondent Team fail to adequately meet the minimum requirements, the Authority may discontinue the evaluation of that Respondent Team's Response in accordance with Section 5.3 of the RFQ.

Table 1: Minimum Requirements

Financial Capacity
Sufficient financial capacity of the Design-Builder to undertake the Project: See Section 4.1 of Response Format (Part 3 of Appendix A).

For those Respondent Teams that adequately meet the minimum requirements, the Authority will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

2.2 Evaluation Criteria

The Evaluation Criteria and Weighting is represented in the Table 2 below.

Table 2: Evaluation Criteria and Weighting

Section	Weighting	Evaluation Criteria
Section 1 Introduction and Nominated Projects	Not Evaluated	Each Response should contain the following information: 1.1 Proposed Respondent Team and Organization 1.2 Contact Information 1.3 Nominated Projects See Section 1 of Response Format (Part 3 of Appendix A).
Section 2 Design-Builder	25 points	Strength and relevance of experience and demonstrated capability to undertake the complete Project based on the following: 2.1 Project Development and Management Experience 2.2 Design-Builder Key Individuals Experience ▪ Design-Build Director ▪ Design-Build Design Manager 2.3 Value and Innovation See Section 2 of Response Format (Part 3 of Appendix A).

Section 3 Design and Construction	40 points 25 points	Strength and relevance of experience, and demonstrated capability to undertake the design of the Project based on the following: 3.1 Design Qualifications and Experience 3.2 Design Best Practice 3.3 Design Key Individuals Experience ▪ Lead Architect ▪ Lead Electrical Design Engineer ▪ Lead Mechanical Design Engineer Strength and relevance of experience, and demonstrated capability to undertake the construction of the Project based on the following: 3.4 Construction Qualifications and Experience 3.5 Construction Key Individuals Experience ▪ Design-Build Construction Manager See Section 3 of Response Format (Part 3 of Appendix A).
Section 4 Financial Capacity	10 points	Strength and demonstrated financial capacity and capability of the Design-Builder to undertake the Project based on the following: 4.2 Financial Capacity and Capability (Section 4.1 of Response Format evaluated as described in Section 2.1 above)
Total	**100 points**	

2.3 Disqualification of Responses

Without limitation, the Authority may, in its sole and absolute 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 the Authority, interfere with the integrity of the Competitive Selection Process; or

(b) the Response includes a false or misleading statement, claim or information.

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

Part 3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 3 below.

Table 3: Response Content Requirements

1.	Introduction and Nominated Projects	
1.1	**Proposed Respondent Team and Organization**	a) Identify the Design-Builder. b) Provide the legal name of the entity for each of the following Key Individuals: ▪ Design-Build Director; ▪ Design-Build Design Manager; ▪ Lead Architect; ▪ Design-Build Construction Manager; ▪ Lead Electrical Design engineer; and ▪ Lead Mechanical Design Engineer. c) Provide organization chart(s), at the corporate level, including Key Individuals, which shows the relationships between the Respondent Team and any anticipated changes contemplated over the Project life cycle. d) Describe the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnership, etc.). e) Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).
1.2	**Contact Information**	Provide the name and contact details for the Respondent's Representative. **Please note**: The Respondent's Representative will be the only Person to receive communication from the Contact Person regarding this RFQ. Respondent's Representative: i. Name; ii. Employer; iii. Mailing/courier addresses; iv. Telephone number; v. Email address; and

		vi. Website address.
1.3	**Nominated Projects**	Submit a maximum of 10 Nominated Projects ("**Nominated Projects**") that are demonstrated to be most relevant to the Project, using Form A-1 of this Appendix A. Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority. References should be limited to Nominated Projects undertaken within the last five years.
2.	**Design-Builder**	
2.1	**Project Development and Management Experience**	a) Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe Design-Builder's experience and capability with the following: i. Developing and managing large, Design-Build health care projects within a DBFM model; ii. Managing and delivering large, complex health care projects, through a Design-Build model with integration with a facility manager in an occupied hospital; iii. Demonstrated experience taking on availability risk iv. Assembling and managing multi-disciplinary teams including design and construction integration; v. Coordinating the work of the various specialists in accordance with the Project schedule; and vi. Managing the design process including consultation with a health care user/client; b) For each of the Nominated Projects referenced in 2.1(a) and referencing the primary agreement, describe the Design-Builder's experience and capability with the following: i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
2.2	**Design-Builder Key Individuals**	a) Provide comprehensive resumés for the Design-Build Director and the Design-Build Design Manager as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required: i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to the last two projects or the past three years. Respondents are to confirm that the reference contact is

		aware their name is being included and is willing to provide a reference to the Authority. b) Based on the relevant experience projects referenced in 2.2 (a) (v), further describe the Design-Build Director's and the Design-Build Design Manager's roles and responsibilities for each relevant project and how it relates to the Project. c) Describe the availability and capacity of the Design-Build Director and the Design-Build Design Manager to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
2.3	**Value and Innovation**	Based on up to two of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design-Builder's experience and capability in providing value-added, innovative solutions to design and construction in a health care environment.
3.	**Design and Construction**	
3.1	**Design Qualifications and Experience**	a) Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the entire Design Team's design experience and capability for the following: i. Designing and coordinating large Design-Build health care projects within a DBFM model; ii. Designing and coordinating large health care projects through a Design-Build model with integration with an existing occupied hospital ; iii. Developing designs in consultation with health care clients; iv. Working effectively with the contractor team; and v. Schedule management. b) Describe the design team's mechanical and electrical engineers and provide their individual and company credentials and relevant experience; c) For each of the Nominated Projects referenced in 3.1(a) and referencing the primary agreement, describe the design team's experience and capability with the following: i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
3.2	**Design Best Practice**	a) Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design Team's experience and capability for the following: i. Incorporating "best practices" concepts into design to deal with issues such as integration of process improvement concepts into facility design (such as workflow redesign, process efficiency tools, etc.) with specific reference to health care environments.

3.3	**Design Key Individuals' Experience**	a) Provide a comprehensive resumé for the Lead Architect, Lead Mechanical Design Engineer and Lead Electrical Design Engineer including, at a minimum, the following information: i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to the last two projects or the past three years. Respondents are to confirm that the reference contact is aware their name is being included and is willing to provide a reference to the Authority. b) Based on the relevant experience projects referenced in 3.3 (a) (v), further describe the Lead Architect's, Lead Electrical Design Engineer and Lead Mechanical Design Engineer roles and responsibilities for each relevant project and how it relates to the Project. c) Describe the availability and capacity of the Lead Architect, Lead Electrical Engineer and Lead Mechanical Engineer to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
3.4	**Construction Qualifications and Experience**	a) Based on up to four of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the construction team's construction experience and capability for the following: i. Managing and delivering large DBFM or Design-Build health care projects; ii. Managing and delivering large health care renovation projects through a Design-Build delivery, in an occupied hospital; iii. Working with contractors and subcontractors; iv. Schedule management; v. Construction and logistics management; vi. Quality assurance and health and safety programs; and vii. Providing value-added, innovative solutions to construction. b) For each of the Nominated Projects referenced in 3.4 (a) and referencing the primary agreement, describe the construction team's experience and capability with the following: i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual

		details.
3.5	**Construction Key Individuals' Experience**	a) Provide comprehensive resume for the Design-Build Construction Manager including, at a minimum, the following information: i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience in relation to the Project; and vi. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to the last two projects or the past three years. Respondents are to confirm that the reference contact is aware their name is being included and is willing to provide a reference to the Authority. b) Based on the relevant experience projects referenced in 3.5 (a) (v), further describe the Design-Build Construction Manager's roles and responsibilities for each relevant project and how it relates to the Project. c) Describe the availability and capacity of the Design-Build Construction Manager to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
4.	**Financial Capacity**	
4.1	**Insurance and Bonding** (Minimum Requirements as per Table 1)	Demonstrate the financial capacity of the Respondent Team by providing the following: a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix H and Appendix I, from an insurer that the following coverage will be available for the Project if the Respondent is awarded a contract: i. Commercial general liability insurance coverage of not less than $10 million inclusive per occurrence; $20 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 $5 million per occurrence and $5 million aggregate. b) Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix G, from a surety

		that the Respondent will be able to obtain a $12 million performance bond and a $12 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia if the Respondent is awarded a contract.
4.2	**Financial Capacity and Capability**	Demonstrate the financial capacity and capability of the Respondent Team by providing the following information for the Design-Builder (if the Design-Builder has a current investment grade rating and can provide details they are exempt from requirements a) to d) below): a) Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; b) If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; c) Details of any material off-balance sheet financing arrangements currently in place; d) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; e) Details of any credit rating; and f) Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. For Design-Builders where the accounts provided are for a parent company, rather than the entity listed in Section 1.1 above, please provide evidence of the parent company's willingness to provide a parental guarantee in respect of the entity listed in Section 1.1 above to remain in place until the end of the 10 year latent defect period.

Form A-1 Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ *(sequentially numbered 1 to 8)*

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of project	*Details including official project name and contract number*
Location of project	*Country, province/state, highway/road/facility, site or project extent*
Owner	*Organization name*
Reference contact details	*Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.*
Relevance	*Describe the relevance of the Nominated Project to the Project*
Contract period	*Contract commencement date, end of construction date and contract end date*
Time period of involvement	*Commencement date and duration*
Description of project	*Capital value, scope and complexity*
Current status of project	*Describe the current status of the project relative to key milestone events*
Contract model	*Contract structure i.e., public private partnership, design-build, stipulated sum*
Role(s) on project	*Specific role, duties and responsibilities of applicable Respondent Team members*
Performance	*Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details*
Other information	*Any information the Respondent considers relevant to the Evaluation Criteria*

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Vernon Jubilee Hospital Inpatient Bed Project

To receive any further distributed information

about this **Request for Qualifications**,

please execute and email both pages of this

Receipt Confirmation Form as soon as possible to:

Partnerships BC

Email: **dawn.hart@partnershipsbc.ca**

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____

Interior Health

partnerships British Columbia

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent's Representative or other interested party:

Authorized Signature
Name of the Authorized Signatory
Title
Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

(a) Agreement means this Appendix C, which is subject to the RFP,

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

(1) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;

(2) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;

(3) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;

(4) was developed independently by the Receiving Party without the use of any Confidential Information; or

(5) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

(c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.

(d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.

(e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.

(f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7.1.

2. Confidentiality

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

3. Ownership of Confidential Information

The Authority and/or its representatives own all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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

APPENDIX D RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: [Insert organization and Submission Location]

Attention: [Insert Contact Name]

Re: Request for Qualifications entitled – Vernon Jubilee Hospital Inpatient Bed Project

---

[Insert Respondent Name]Response

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

(a) Response

(1) This Response Declaration Form has been duly authorized and validly executed;

(2) The Respondent is bound by all statements and representations in its Response;

(3) Its Response is in all respects a fair Response made without collusion or fraud; and

(4) The Authority reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by the Authority.

(b) Acknowledgements with Respect to this RFQ

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

(2) The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation Section 6.7, all documents listed in this RFQ's Table of Contents, and any and all Addenda;

(3) The Respondent'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 this RFQ;

(4) The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and

(5) The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(c) Evaluation of Responses

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

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

Name of Respondent Team member - firm	Address	Role on Team

Name of Respondent Team member - individual	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the Response must be included in the table above.

RESPONDENT

Name of Firm

Address

Address

Name of Authorized Signatory

Signature

RESPONDENT'S REPRESENTATIVE

Name

Email Address

Telephone

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

APPENDIX E RELATIONSHIP DISCLOSURE FORM

This Form will be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.

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

(a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.

(b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.2.

(c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:

(1) the Authority;

(2) any listed Restricted Party;

(3) any current shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;

(4) any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or

(5) any other person who, on behalf of the Authority or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project.

Name of Respondent Team member	Name of Party with Relationship (e.g., list Authority, Restricted Party, etc.)	Details of the Nature of the Relationship with the Listed Restricted Party/Person (e.g., Respondent Team member was an advisor to the Restricted Party from _____ to _____)
e.g. Firm Name Ltd.	*Partnerships BC*	*Firm Name Ltd. is working with Partnerships BC on Project X.*
e.g. John Smith	*Authority Name*	*Employee from 19XX – 20XX*

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature

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

APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

Interior Health Authority

[Insert Authority Address]

Attention:[Insert Name], Contact Person

Dear Sirs/Mesdames:

Re: Vernon Jubilee Hospital Inpatient Bed Project– Participation Agreement in respect of the Request for Proposals issued by Interior Health Authority on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the "**RFP**")

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

1. **Defined Terms**. Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.

2. **Participation**. The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.

3. **Confidentiality**. The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.

4. **Terms of RFP**. The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:

(a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;

(b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;

(c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and

(d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

(a) the Authority may in its sole and absolute discretion amend the RFP at any time and from time to time; and

(b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. General.

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

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

i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and

ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

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

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

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

(e) *Applicable Law*. This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.

(f) *Headings*. The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.

(g) *Gender and Number*. In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.

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

Yours truly,

_____

Name of Proponent

_____

Authorized Signatory

SCHEDULE 1

Confidentiality Conditions

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

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

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

         i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;

         ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;

         iii. was developed independently by the Receiving Party without the use of any Confidential Information; or

         iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

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

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

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

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

Confirmation Form; and

(f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, Infusion, the Authority or Partnerships BC in connection with the Project.

2. **Confidentiality**. The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.

3. **Ownership of Confidential Information**. The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

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

5. **Destruction on Demand**. On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that

it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

6. **Acknowledgment of Irreparable Harm**. The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.

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

APPENDIX G BONDING UNDERTAKING

Date: [Insert Date]

No. [To be inserted]

To: Interior Health Authority

Re: Request for Qualifications

Vernon Jubilee Hospital Inpatient Beds Project

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

Our client wishes to be prequalified as a Respondent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of$12 million and a Labour and Materials Payment Bond in the approximate amount of $12 million. Based on the limited information available at this time, and subject to our assessment of the Vernon Jubilee Hospital Inpatient Bed Project, and our client's work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

_____ (Seal)

_____

Attorney-In-Fact

APPENDIX H INSURANCE UNDERTAKINGS - COMMERCIAL

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Vernon Jubilee Hospital Inpatient Bed Project:

_____

We, the undersigned, as authorized representatives on behalf of[Insert Name of Insurance Provider] do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of TEN MILLION DOLLARS ($10,000,000.00) inclusive per occurrence, TWENTY MILLION DOLLARS ($20,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of TEN MILLION DOLLARS ($10,000,000.00) annual aggregate for the Vernon Jubilee Hospital Inpatient Bed Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 ____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)

APPENDIX I INSURANCE UNDERTAKINGS - PROFESSIONAL

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Vernon Jubilee Hospital Inpatient Bed Project:

_____

We, the undersigned, as authorized representatives on behalf of [Insert Name of Insurance Provider]do hereby undertake and agree to provide Single Project Group Professional Liability insurance in the amount of not less than FIVE MILLION DOLLARS ($5,000,000.00) inclusive of any one claim for the Vernon Jubilee Hospital Inpatient Bed Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 ____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)