



Request for Proposals
Mills Memorial Hospital Redevelopment Project

Issued: February 11, 2020

SUMMARY OF KEY INFORMATION

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| RFP TITLE | The title of this RFP is: Mills Memorial Hospital Redevelopment Project The Proponent should use this title on all correspondence. |
| CONTACT PERSON | The Contact Person for this RFP is: Catherine Silman Email: catherine.silman@partnershipsbcc.ca Please direct all Enquiries, in writing, to the above named Contact Person. No telephone or fax enquiries please. |
| ENQUIRIES | The Proponent is encouraged to submit Enquiries at an early date and: <ul style="list-style-type: none"> ▪ for Enquiries related to the Design Submission: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Design Submission ▪ for Enquiries related to Financial Submissions: prior to 15:00 Pacific Time on the day that is 10 Business Days before each of the Submission Times for Financial Submissions to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry. |
| The following submission is to be delivered before the time and location indicated below: | |
| SUBMISSION TIME FOR ADDITIONAL KEY INDIVIDUALS | March 4, 2020 at 16:00 Pacific Time |
| SUBMISSION LOCATION | By email to the Contact Person: catherine.silman@partnershipsbcc.ca |
| The following submissions are to be delivered before the times and location indicated below: | |
| SUBMISSION TIME FOR DESIGN SUBMISSION | March 25, 2020 at 11:00 Pacific Time |
| SUBMISSION TIME FOR FIRST FINANCIAL SUBMISSION | August 20, 2020 at 11:00 Pacific Time |
| SUBMISSION TIME FOR SECOND FINANCIAL SUBMISSION | February 2, 2021 at 11:00 Pacific Time |
| SUBMISSION LOCATION | The Submission Location is: c/o Partnerships British Columbia Inc. Suite 1220, 800 West Pender Street Vancouver, BC V6C 2V6 Attention: Catherine Silman, Contact Person |

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| DELIVERY HOURS | Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 Pacific Time |
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1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The purpose of this request for proposals (“**RFP**”) is to invite the eligible Proponent to prepare and submit a Proposal for the Mills Memorial Hospital (“**MMH**”) Redevelopment Project (the “**Project**”) to design and build the new MMH and other works ancillary to the MMH campus in Terrace, B.C. under a design early works agreement (the “**Design Early Works Agreement**”) and a subsequent design-build agreement (the “**Design-Build Agreement**”).

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through a request for qualifications (“**RFQ**”) issued July 16, 2019 by the Northern Health Authority (the “**Authority**”), the following Proponent is qualified to participate in this RFP:

- (a) PCL Constructors Westcoast Inc.

Only this Proponent, subject to changes in Proponent Team membership as permitted by this RFP, may submit a Proposal or otherwise participate in this RFP.

2 RFP PROCESS

2.1 ESTIMATED TIMELINE

The following is the Authority's estimated timeline for the Project:

| Activity | Timeline |
|---|----------------------------|
| Issue RFP and Initial Draft Design-Build Agreement (including Initial Draft Design Early Works Agreement) | February 11, 2020 |
| Kick-Off and First Collaborative Meeting | February 26, 2020 |
| Submission Time for Additional Key Individuals | March 4, 2020 |
| Issue Final Draft Design Early Works Agreement | March 11, 2020 |
| Submission Time for Design Services Submission | March 25, 2020 |
| Execution of Design Early Works Agreement | Week of May 4, 2020 |
| Design Development Starts | May 2020 |
| Second Collaborative Meeting | Week of June 1, 2020 |
| Business-to-Business Networking Session (Terrace) | TBD |
| Third Collaborative Meeting | Week of July 6, 2020 |
| Issue Final Draft Design-Build Agreement V1 | July 30, 2020 |
| Submission Time for First Financial Submission to enter into Design-Build Agreement | August 20, 2020 |
| Seek Project Board Approval for Execution of Design-Build Agreement if acceptable | Week of September 28, 2020 |
| Seek Government Approval for Execution of Design-Build Agreement if Recommended by Project Board | Week of October 5, 2020 |
| Execution of Design-Build Agreement if Approved | October 2020 |
| Construction Commences | October 2020 |
| If First Financial Submission Is not acceptable | |
| Fourth Collaborative Meeting | Week of November 2, 2020 |
| Fifth Collaborative Meeting | Week of December 8, 2020 |
| Issue Final Draft Design-Build Agreement V2 | January 12, 2021 |
| Submission Time for Second Financial Submission to enter into Design-Build Agreement | February 2, 2021 |
| Seek Project Board Approval for Execution of Design-Build Agreement if acceptable | Week of March 8, 2021 |
| Seek Government Approval for Execution of Design-Build Agreement if Recommended by Project Board | Week of March 15, 2021 |

| Activity | Timeline |
|--|------------|
| Execution of Design-Build Agreement ¹ | April 2021 |
| Construction Commences | April 2021 |

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

2.2 COLLABORATIVE MEETINGS

The Authority will make available certain of its personnel, consultants and advisors (the “**Authority Representatives**”) to participate in collaborative discussions with the Proponent (the “**Collaborative Meetings**”). The Authority expects the Collaborative Meetings to take place as follows:

- (a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponent to develop an optimal solution for the Authority while minimizing the risk that the solution is unresponsive to the Authority’s requirements, and in particular:
 - (1) to permit the Proponent’s representatives to provide the Authority Representatives with comments and feedback on:
 - i. commercial and legal issues related to the following:
 - Initial Draft Design Early Works Agreement, Initial Draft Design-Build Agreement, and Final Draft Design-Build Agreement; and
 - design development requirements, and specifications of the Project.
 - ii. material issues such as affordability of the Project.
 - (2) to permit the Proponent to discuss with the Authority potential solutions and approaches that the Proponent may be considering for various aspects of its Proposals;
- (b) in advance of each Collaborative Meeting, the Proponent is strongly encouraged to provide the Authority with:
 - (1) a proposed meeting agenda (including Authority Representatives the Proponent would like in attendance); and
 - (2) a list of prioritized issues the Proponent would like to discuss, and any materials relevant to such issues, including Acceptable Equivalents;

The Authority may provide the Proponent with comments on the agenda and a list of any prioritized issues the Authority would like to discuss. Failure to provide an agenda may result in

¹ The Authority may choose to ask for an additional Financial Submission aligned with the 60% design submittal as per Schedule 3 of the Design-Build Agreement, if deemed appropriate to do so, after the evaluation of the Second Financial Submission. The construction schedule will be adjusted accordingly in this case.

cancellation of the Collaborative Meeting. The Authority may also call additional Collaborative Meetings with its own agenda;

- (c) the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;
- (d) except as may be expressly stated otherwise in this RFP, including Section 11.5, the Authority will retain all information received from a Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to any third party. The Authority may disclose such information to its consultants and advisors who are assisting or advising the Authority with respect to the Project;
- (e) at each Collaborative Meeting the Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Authority, and to fulfil the objectives of the Collaborative Meeting, provided that the Authority may, in its discretion, limit the number of participants at any one meeting. Participation in Collaborative Meetings is in person unless agreed by the Authority;
- (f) if, for the purposes of the preparation of its Proposals, the Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Design-Build Agreement, or the Design Early Works Agreement, request an Addendum to this RFP clarifying and amending the provision in question;
- (g) to facilitate free and open discussion at the Collaborative Meetings, the Proponent should note that any comments provided by or on behalf of the Authority during any Collaborative Meeting, including in respect of any particular matter raised by the Proponent, or which is included in any documents or information provided by the Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative Meetings to anything said or provided by the Proponent, will not in any way bind the Authority, and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent;
- (h) by participating in the Collaborative Meetings the Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the RFP Process as described in this RFP and are in the interests of both parties;
- (i) following the release of the RFP, the Authority will consult with the Proponent to confirm specific dates for Collaborative Meetings;

- (j) the Proponent may request that the Authority schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed; and
- (k) it is expected that the Collaborative Meetings will be held in Vancouver, B.C.

2.3 COMMENTS ON THE DESIGN EARLY WORKS AGREEMENT

The Proponent should review the Initial Draft Design Early Works Agreement for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) the Authority will invite the Proponent, as part of the Collaborative Meeting process, to discuss possible clarifications or amendments to the Initial Draft Design Early Works Agreement, including with respect to commercial, legal, and design aspects of the Project;
- (b) the Proponent should provide the Authority in advance of the First Collaborative Meeting with a prioritized list of requested changes, if any, to the Initial Draft Design Early Works Agreement using the Proponent Comments Form attached as Appendix E, together with an agenda and issues list as described in this Section 2.3; and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponent in the Collaborative Meetings and may respond to some or all of the comments received, and will amend the Initial Draft Design Early Works Agreement as the Authority may determine, in its discretion.

Prior to the Submission Time for Design Submission, the Authority intends to issue by Addendum one or more revised drafts of the Design Early Works Agreement, including one that will be identified as the final draft design early works agreement (the “**Final Draft Design Early Works Agreement**”). The Final Draft Design Early Works Agreement will be the basis for the preparation of the Design Submission and the Proponent should not, in their Proposal, make any modifications, changes or additions to the Final Draft Design Early Works Agreement except for modifications, changes or additions provided for in Section 9.2.

2.3.1 Design Early Works Agreement and Design Development Process

The Authority will consider the Design Submission submitted by the Proponent as per the requirements set out in Appendix A of this RFP, and may invite the Proponent to enter into final discussions to settle all terms of the Design Early Works Agreement, based on the Proponent’s Proposal, including any clarifications that the Proponent may have provided during the evaluation of the Proposal.

Design development will take place concurrently with the RFP Process. Following execution of the Design Early Works Agreement, the Proponent and Authority Representatives, based on the process and requirements set out in the Design Early Works Agreement, will meet to develop and complete the design

of the Facility. The Authority will establish a governance structure to assist with the coordination between the design process and the RFP Process by providing:

- (a) oversight to the design process under the Design Early Works Agreement; and
- (b) a review and approval of any proposed changes via Addenda through the RFP Process to ensure alignment between design and Facility requirements as set out in the Design-Build Agreement and its schedules.

2.4 COMMENTS ON THE DESIGN-BUILD AGREEMENT

The Proponent should review the Initial Draft Design-Build Agreement for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) the Authority will invite the Proponent, as part of the Collaborative Meeting process, to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement and Final Draft Design-Build Agreement including with respect to commercial, legal, and design and construction aspects of the Project;
- (b) the Proponent should provide the Authority, prior to each Collaborative Meeting, with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement and Final Draft Design-Build Agreement using the Proponent Comments Form attached as Appendix E, together with an agenda and issues list described in this Section 2.4; and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponent in the Collaborative Meetings and may respond to some or all of the comments received, and will amend the Initial Draft Design-Build Agreement and Final Draft Design-Build Agreement as the Authority may determine, in its discretion.

Prior to each of the Submission Times for Financial Submissions, the Authority intends to issue by Addendum one or more revised drafts of the Design-Build Agreement, including those that will be identified as the final draft design-build agreement (the “**Final Draft Design-Build Agreement**”). The Authority may further modify the Final Draft Design-Build Agreement prior to each of the Submission Times for Financial Submissions. The Final Draft Design-Build Agreement will be the basis for the preparation of all Proposals, and the Proponent should not in their Proposals make any modifications, changes or additions to the Final Draft Design-Build Agreement except for modifications, changes or additions provided for in Section 9.2.

2.5 BUSINESS-TO-BUSINESS NETWORKING SESSION

The Authority intends to coordinate a session with the Proponent and local contractors, suppliers and businesses (the “**Business-to-Business Networking Session**”) to provide an opportunity for:

- (a) local contractors, suppliers, businesses and potential employees who might be interested in working with, or providing products and services to, the Proponent, to meet the Proponent Team; and
- (b) the Proponent Team to enhance their knowledge, understanding and awareness of local goods, labour pool and services, and to build relationships with local contractors, suppliers and businesses, and potential employees.

The Business-to-Business Networking Session will be held in Terrace, B.C.

2.6 DATA ROOM

The Authority has established a website to be used as an electronic data room (the “**Data Room**”) in which it has placed documents in the possession of the Authority that the Authority has identified as relevant to the Project, and that may be useful to the Proponent. The Authority does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Authority may advise in writing with respect to a specific document. The Authority will grant the Proponent access to the Data Room and will require the Proponent to execute an agreement to keep information contained in the Data Room confidential.

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

2.7 PROPONENT’S CONTACT REPRESENTATIVE

The Authority intends to communicate solely with the Proponent’s Contact Representative, and may disregard communications from other persons on behalf of the Proponent during the RFP Process.

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

3 KEY PROJECT ELEMENTS

Any description or overview of the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement. If there are any inconsistencies between the terms of the Final Draft Design-Build Agreement and the description or overview of those terms set out in this RFP or the Initial Draft Design-Build Agreement, the terms of the Final Draft Design-Build Agreement will prevail.

3.1 DESIGN-BUILDER RESPONSIBILITIES

The Design-Builder will be responsible for all aspects of the Project in accordance with the Design-Build Agreement. This includes:

- (a) design and construction of the Facility, including integration of the various building components with each other;
- (b) provision of utilities and other site services required to support the Facility, including off-site works as required for connection to existing City of Terrace infrastructure;
- (c) achieving Substantial Completion; and
- (d) demolition of the existing hospital and redevelopment of the site.

3.2 MUNICIPAL APPROVALS

In accordance with the Design-Build Agreement, the Design-Builder will be responsible for obtaining all permits and approvals required for the design and construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning and related City of Terrace (the “City”) requirements.

The Authority has initiated preliminary discussions with the City with respect to City requirements for the Project and the RFP Process regarding the following:

- (a) off-site servicing and services relocation;
- (b) City Engineering Department requirements;

The Design-Builder will have the responsibility to obtain a development permit from the City as required for the Design-Builder’s design of the Facility, and to obtain the City’s approval for utility connections and other matters. The Design-Builder may, at its risk, seek zoning variances or permit modifications for the benefit of its design and Proposal.

The Proponent will have the opportunity to meet with City representatives, and may request meetings with the City prior to each of the Submission Times for Financial Submissions to allow the Proponent to obtain information they may require for the preparation of Financial Submissions. All Proponent meetings with the City will include an Authority representative and will be coordinated through the Contact Person.

The City will not respond directly to questions from the Proponent regarding the Project. All such requests for information from the City are to be submitted to the Contact Person as outlined in Section 7.6.

3.3 SITE REPORTS

The following investigations and reports have been completed to date, and are available to the Proponent in the Data Room:

- (a) a geotechnical investigation; and
- (b) an environmental investigation.

The Authority will make available the geotechnical investigation in its possession which it considers appropriate, without warranty regarding any recommendations for bearing pressures, settlements and the like, which may be contained in those reports.

The investigations and reports outlined in Section 3.3 of this RFP are limited to a factual record of materials and groundwater encountered at certain locations and elevations. If the Design-Builder chooses to rely in any way on the investigations and reports outlined in Section 3.3, the Design-Builder will be deemed to have assumed and accepted all risks that the information as disclosed in the investigation and reports may not accurately or completely describe actual Site conditions, including geotechnical conditions (including risk of boulders, rock and low strength soil) and groundwater conditions (including risk of underground streams or water table conditions).

The Authority will allow testing during the RFP Process upon request by the Proponent.

3.4 SITE CONSIDERATIONS

The Authority will facilitate a Site meeting with the Proponent for the purpose of answering questions related to Site conditions. In submitting a Financial Submission, the Proponent is to confirm they understand the existing conditions, critical dimensions and limitations of the Site.

3.5 SPACE REQUIREMENTS AND INDICATIVE DESIGN

The Design-Builder will be required to design and construct the Facility to accommodate the spaces, activities, functions, design features and adjacencies described in the Initial Draft Design-Build Agreement.

The Indicative Design reflects program areas and significant design. Functionality has been reviewed with Facility users who have provided input on the general layout, adjacencies, and staff flows. The Indicative Design should not be relied upon by the Proponent. It is for illustrative and general guidance purposes only and does not relieve the Design-Builder in any way of all responsibility for the design of the Facility.

Drawings describing the Indicative Design for the Facility are available in the Data Room.

3.6 EQUIPMENT

The Design-Builder will complete the Facility to accommodate equipment, including all required electrical and plumbing connections, structural support, seismic restraints and space for efficient access, all to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the equipment, and in accordance with the Design-Build Agreement.

The equipment lists are provided as Appendix 1B [Furniture and Medical Equipment], Appendix 1D [Technology Narrative] and Appendix 1H [Food Services and Laundry Equipment List] of the Design-Build Agreement. The Design-Builder is required to coordinate equipment installation with the building construction schedule. All equipment that is Design-Builder installed is expected to be completed and commissioned prior to Substantial Completion unless otherwise noted in the equipment list.

3.7 LEED® / ENERGY

The Design-Builder will be required to obtain LEED® Gold Certification for the Facility. The Facility has been registered under the LEED® v4 for Building Design + Construction (BD+C), Healthcare, rating system.

In addition, Schedule 9 [Energy and Carbon Guarantees] of the Design-Build Agreement includes provision for the following:

- (a) constructing the Facility to not exceed the Energy Target and Carbon Target;
- (b) a requirement for the Design-Builder to validate Energy consumption during a test period; and
- (c) a requirement for the Design-Builder to take all reasonable steps to obtain incentives, rebates or credits by application to BC Hydro or Pacific Northern Gas.

3.8 WOOD FIRST

The Design-Builder will comply with the requirements of the *Wood First Act* (British Columbia).

3.9 APPRENTICESHIP AND TRAINING

The Design-Builder will be required to comply with the Province's "Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines" ("**Apprentices Guidelines**") in providing apprenticeships and skills training opportunities. The Apprentices Guidelines address use of registered apprentices and reporting on registered apprentices and trainees.

The Apprentices Guidelines are available at https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy_and_procedure_guidelines.pdf.

4 NOMINATED ADDITIONAL KEY INDIVIDUALS

The Proponent must nominate in writing to the Contact Person the following Additional Key Individuals:

- (a) Communications (IT) Lead;
- (b) Electrical Design Engineer Lead;
- (c) Quality Manager; and
- (d) Mechanical Design Engineer Lead.

For each of the Additional Key Individuals required by this Section 4 the Proponent should provide in writing to the Contact Person the credentials of the Additional Key Individual that include, at a minimum, the following information:

- (a) name;
- (b) summary of education and professional qualifications/designation(s);
- (c) role and responsibility for the Project;
- (d) relevant experience and capability in relation to the Project;
- (e) two references (with up-to-date contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) with knowledge of the Additional Key Individual. At least one of the references should be the project lead for the owner and ideally should be from a project actively worked on in the last three years. The Proponent should confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority; and
- (f) the percentage of time the Additional Key Individual will dedicate to undertake the Project at each major phase (i.e., procurement and design development under the Design Early Works Agreement, design and construction, commissioning), in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects (including percentage of time committed to those projects).

The Proponent should provide the nominations of the Additional Key Individuals and all such information by the Submission Time for Additional Key Individuals.

The credentials of the Additional Key Individuals will be reviewed based on the demonstrated strength and relevance of the individual to undertake their respective obligations under the Design-Build Agreement and are subject to the approval of the Authority, acting reasonably.

The Proponent will provide to the Authority such additional credentials and information as may be requested by the Authority.

The Authority should provide the Proponent with a confidential response approving or rejecting the Additional Key Individuals and confirming the Proponent's continued status as Proponent (the "**Notice of Continued Status**") within five (5) Business Days of receiving the nominations for Additional Key Individuals, or such longer period as may be required by the Authority. Receipt of a Notice of Continued Status is a condition of the Proponent's continued status as a Proponent. The Authority may discuss the Additional Key Individuals at a Collaborative Meeting and may instruct the Proponent to provide additional information on the Additional Key Individuals at a Collaborative Meeting.

Until receipt of the Notice of Continued Status, the Proponent may change the Additional Key Individuals, and will provide further credentials and information for any other such Additional Key Individuals.

After receipt of the Notice of Continued Status, any changes to the Proponent Team are subject to Section 7.11 of this RFP. Failure to receive a Notice of Continued Status may be grounds for the Authority to cancel this RFP Process.

5 AFFORDABILITY AND VALUE

A key objective of the RFP Process is to achieve the Project scope while providing value to the Authority within the Project's Design-Build Price Ceiling requirements.

5.1 DESIGN-BUILD PRICE CEILING

The Authority has identified a Design-Build Price Ceiling of \$366.2 million for the Aggregated Nominal Cost of the Proposal. Project approvals by the Authority have been based on this Design-Build Price Ceiling.

5.2 AGGREGATED NOMINAL COST CALCULATION

5.2.1 Design Submission

The Proponent should calculate the fixed price proposal for the Design Early Works Agreement using Table 1 and Table 2 in "Form A1 - Breakdown of Design Price", provided by the Authority in Appendix B of this RFP.

The Proponent should complete and submit the completed Form A1 as part of the Design Submission.

5.2.2 Financial Submissions

The Proponent should calculate the Aggregated Nominal Cost of the Proposal and should use the "Form A2 - Breakdown of Design-Build Contract Price", provided by the Authority in Appendix B of this RFP.

The Proponent should complete and submit the completed Form A2 as part of each Financial Submission. The Aggregated Nominal Cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

5.3 DELIVERING VALUE

During design development, it is expected that the Authority and the Proponent will have a strong focus on delivering a Project that is affordable and delivers value to the Authority and the Province. A Proposal that delivers value and is affordable will be a prerequisite to the Authority entering into the Design Early Works Agreement and the Design-Build Agreement. The ability to deliver value will be a focus of the evaluation as described in Appendix A.

As part of the evaluation, the Authority may use professional quantity surveyors and/or confirm pricing via another construction firm (for price validation, not for executing a contract with this other construction firm) to support and validate the Nominal Cost of the Proposal developed by the Proponent. The Proponent is expected to provide the Authority with access to completed tender pricing prior to execution of the

Design-Build Agreement. The Authority also reserves the right to use an open-book process if a Financial Submission is deemed unreasonable by the Authority.

6 PROPOSAL REQUIREMENTS

6.1 PARTICIPATION AGREEMENT

As a condition of participating in this RFP Process, the Proponent must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix F or otherwise acceptable to the Authority, in its discretion. The Proponent will not be permitted to participate in Collaborative Meetings or participate further in the RFP Process unless and until they have signed and delivered a Participation Agreement as required by this Section.

6.2 PROPOSAL FORM AND CONTENT

Proposals should be in the form and include the content described in Appendix B.

7 SUBMISSION INSTRUCTIONS

7.1 SUBMISSION TIMES AND SUBMISSION LOCATION

With respect to the delivery of Proposals:

- (a) **Design Submission:** The Proponent will submit the Design Submission to the Submission Location by the Submission Time for Design Submission. The Design Submission should be made up of the following:
- (1) a completed Proposal Declaration Form in the form attached as Appendix C1;
 - (2) a completed Relationship Disclosure Form in the form attached as Appendix D;
 - (3) the cover letter (and all attachments) to the Design Submission as described in the Design Submission Section of Appendix B; and
 - (4) the portion of the Proposal Requirements described in the Design Submission Section of Appendix B.
- (b) **Financial Submissions:** The Proponent will submit Financial Submissions to the Submission Location by each of the Submission Times for Financial Submissions. A Financial Submission should be made up of the following:
- (1) a completed Proposal Declaration Form in the form attached as Appendix C2;
 - (2) the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission section of Appendix B; and
 - (3) the portion of the Proposal Requirements described in the Financial Submission section of Appendix B.

7.2 NUMBER OF COPIES

For the Design Submission and Financial Submissions, the Proponent should submit two bound copies numbered 1 and 2 (one copy marked as “Master”), and three electronic copies (USB flash drive) in PDF, .DWG or Microsoft Excel 2010 format, as appropriate, with a label on each describing its contents, appropriately packaged and clearly marked “Request for Proposals for MMH Redevelopment Project”.

For its Design Submission, the Proponent should submit drawings according to the requirements described in Appendix B.

7.2.1 Electronic Copies

To facilitate the Authority’s evaluation, the Proponent should provide the electronic copies of its Design Submission and Financial Submissions in a number of separate files. As a minimum breakdown, and with

reference to Appendix B, the Proponent should provide individual files for the following Proposal Requirement sections:

- (a) Design Submission:
 - (1) Entire Design Submission
 - (2) Package 1: Transmittal Package
 - (3) Package 2: Design-Builder Management
 - (4) Package 3: Design
 - (5) Package 4: Price
- (b) Financial Submissions:
 - (1) Entire Financial Submission
 - (2) Package 1: Transmittal Package
 - (3) Package 2: Construction
 - (4) Package 3: Price

7.3 NO FAX OR EMAIL SUBMISSION

Proposals submitted by fax or email will not be accepted, except as specifically permitted in this RFP.

7.4 LANGUAGE OF PROPOSALS

Proposals should be in English. Any portion of a Proposal not in English may not be evaluated.

7.5 RECEIPT OF COMPLETE RFP

The Proponent is responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time for Design Submission and the Submission Times for Financial Submissions. The Authority accepts no responsibility for the Proponent lacking any portion of this RFP.

7.6 ENQUIRIES

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

The Proponent is encouraged to submit Enquiries at an early date to permit consideration by the Authority:

- (a) for Enquiries of a design nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Design Submission; and
- (b) for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before each of the Submission Times for Financial Submissions.

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

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Authority; and
- (c) the Authority is not required to provide a response to any Enquiry.

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

7.7 ELECTRONIC COMMUNICATION

The Proponent should only communicate with the Contact Person by email with respect to this RFP Process. Other methods of communication, including telephone or fax, are discouraged. The Contact Person will not respond to any communications sent by fax.

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

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to the Proponent:
 - (1) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that the Proponent's transmission cannot be received; or
 - (2) if a permitted email communication or delivery is not received by the Authority or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email 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.

Following the execution of the Design Early Works Agreement, on issues related to the Design Early Works Agreement, the Proponent and the Authority may communicate directly following the process as set out in the Design Early Works Agreement.

7.8 ADDENDA

The Authority may, in its discretion, through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication, whether written or oral, including written responses to Enquiries as provided by Section 7.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFP. The Authority will provide a copy of all Addenda to the Proponent.

7.9 DEFINITIVE RECORD

The electronic conformed version of the RFP document in the custody and control of the Authority prevails.

7.10 AMENDMENTS TO PROPOSALS

A Proponent may:

- (a) amend any aspect of its Design Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Design Submission; and
- (b) amend any aspect of its Financial Submissions by delivering written notice, or written amendments, to the Submission Location prior to the Submission Times for Financial Submissions.

The Proponent may not amend any aspect of its Proposal except as set out above.

7.11 CHANGES TO PROPONENT TEAM

If for any reason the Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after it was qualified by the Authority under the RFQ, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must submit a written application to the 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. For clarity:

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

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

7.12 VALIDITY OF PROPOSAL

By submitting a Proposal, the Proponent agrees that:

- (a) its Proposals, including all prices and input costs, will remain fixed and irrevocable from the Submission Time for Design Submission and the Submission Times for Financial Submissions until midnight at the end of the 120th day following the Submission Time for Design Submission and the Submission Times for Financial Submissions (the "**Proposal Validity Period**"); and
- (b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposals may not be adjusted unless the Proponent provides notice to the Authority of any proposed adjustment and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
 - (1) are external to the Proponent and the Proponent Team members;
 - (2) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
 - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

The Proponent may indicate in its Proposals a Proposal Validity Period that exceeds 120 days.

7.13 MATERIAL CHANGE AFTER SUBMISSION TIME FOR DESIGN SUBMISSION AND FINANCIAL SUBMISSIONS

The Proponent will give immediate notice to the Authority of any material change that occurs to the Proponent after the Submission Time for Design Submission and after the Submission Times for

Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

7.14 ACCEPTABLE EQUIVALENTS

The Statement of Requirements is intended to generally be performance-based, but includes in some instances specific requirements related to design and construction, such as room types and sizes, adjacencies, access requirements, products, materials, equipment and building systems (including mechanical (HVAC), information technology and electrical) that the Authority considers are important to meet the Authority's objectives. However, the Authority wishes to provide some flexibility for the Proponent to propose equivalent alternatives that when considered by the Authority, in its discretion, continue to meet the Authority's objectives (each an "**Acceptable Equivalent**").

The Proponent may submit an Enquiry marked "Acceptable Equivalent", or submit a list of Acceptable Equivalent solutions for discussion in Collaborative Meetings, to the Authority that identifies the applicable section(s) in the Statement of Requirements that contains the requirement(s) and the Proponent's proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Authority's objectives, along with supporting materials. The Authority may, in its discretion, request clarification, further information or additional supporting materials for the proposed equivalent. The Authority may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent's compliance with any conditions identified by the Authority;
- (c) respond to indicate that the Authority does not consider the proposed equivalent to be acceptable;
- (d) request clarification, further information or additional material; and
- (e) provide any other response in accordance with Section 7.6.

Any Acceptable Equivalent that is accepted by the Authority will result in an amendment to the Design-Build Agreement by issuing an Addendum.

8 EVALUATION

8.1 EVALUATION OF PROPOSALS

The Authority will evaluate Proposals in the manner set out in Appendix A.

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with the Proponent to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by the Proponent in any part of its Proposals) to verify any and all information regarding the Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the RFP, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any Proposal, including the Design Submission or Financial Submissions, and disqualify the Proponent from this RFP; and
- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from the Proponent in connection with any Proposals, including with any Design Submission or Financial Submissions or any part of their component packages.

Without limiting the foregoing or Appendix A, the Authority may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Authority: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Design-Build Agreement, other than as provided for in Section 9.2) not acceptable to, or material to, the Authority, (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

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

The Authority is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP Process, or in connection with the Proponent, Proposals, or any part of any Proposal, including any Design Submission or Financial Submissions.

As part of the evaluation of a Design Submission, the Authority may identify that the Authority is not satisfied that the Design Submission meets one or more requirements of the Final Draft Design Early Works Agreement and Initial Draft Design-Build Agreement. The Authority may, but is not required to, reject that Proposal in accordance with the terms of this RFP Process. If the Authority does not exercise its discretion to reject the Proposal, the Authority may provide to the Proponent a list of the items that the Authority is not satisfied meet the requirements of the Final Draft Design Early Works Agreement and the Initial Draft Design-Build Agreement. The Proponent will be required to comply with the requirements of the Final Draft Design Early Works Agreement and Initial Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submissions, the Proponent will be deemed to have agreed to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Authority is not responsible for identifying all areas in which a Design Submission does not meet the requirements of the Initial Draft Design-Build Agreement. Irrespective of whether the Authority has identified or has failed to identify any such areas, the Proponent is not relieved in any way from meeting the requirements of this RFP, and will not be relieved from meeting all requirements of the Initial Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

9 CONTRACT AWARD

9.1 CONTRACT EXECUTION

9.1.1 Design-Build Agreement

If the Authority is satisfied with a Financial Submission submitted by the Proponent, and therefore may not require subsequent Financial Submissions, the Authority will invite the Proponent to enter into final discussions to settle all terms of the Design-Build Agreement, based on the Proponent's Proposal, including any clarifications that the Proponent may have provided during the evaluation of the Proposal.

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

- (a) terminating the RFP Process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- (b) terminating the Design Early Works Agreement, and through the assignment rights, having the same design team continue the design work, and proceeding with some or all of the Project in some other manner, including using other contractors.

Any final approvals required by the Authority, such as from the Province, will be conditions precedent to the final execution or commencement of the Design-Build Agreement.

9.2 FINAL DRAFT DESIGN EARLY WORKS AGREEMENT AND FINAL DRAFT DESIGN-BUILD AGREEMENT

It is the intention of the Authority that:

- (a) any issues with respect to the Initial Draft Design Early Works Agreement and Initial Draft Design-Build Agreement will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement; and
- (b) once issued, the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement will not be further substantively modified and will be executed by the Proponent without further substantive amendment, except for changes, modifications and additions:
 - (1) relating to the determination by the Authority, in its discretion, of which:
 - i. parts, if any, of the Proposals are to be incorporated by reference or otherwise into the Design Early Works Agreement and Design-Build

Agreement, or otherwise pursuant to express provisions of the Design Early Works Agreement and Design-Build Agreement.

- (2) to those provisions or parts of the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement that are indicated as being subject to completion or finalization, or which the Authority determines, in its discretion, require completion or finalization, including provisions that require:
 - i. modification or the insertion or addition of information relating to the formation of the Design-Builder (e.g., corporate, partnership or trust structure); and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors (including each of the project contractors);
- (3) required by the Authority to complete, based on the Proposal, any provision of the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 7.14.

The Authority also reserves the right, in its discretion, to negotiate changes to the Final Draft Design Early Works Agreement and Final Draft Design-Build Agreement and to the Proponent's Proposals.

Upon Contract Execution, the Design-Build Agreement, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the RFP, the Design Early Works Agreement, and the Proposals submitted in respect of the Design-Builder.

9.3 DEBRIEF

The Authority will, following Contract Execution, upon request from the Proponent within 60 days of Contract Execution, conduct a debriefing for the Proponent.

10 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

10.1 RESERVATION OF RIGHTS TO DISQUALIFY

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

10.2 RELATIONSHIP DISCLOSURE

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

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

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

10.3 USE OR INCLUSION OF RESTRICTED PARTIES

The Authority may, in its discretion, disqualify the Proponent, or may permit the Proponent 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 Proponent uses a Restricted Party:

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

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

10.4 CURRENT RESTRICTED PARTIES

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

- (a) Boughton Law Corporation;
- (b) Bennett Jones LLP;
- (c) Fasken Martineau LLP;
- (d) Owen D. Pawson Law Corporation;
- (e) PwC LLP;
- (f) McElhanney Consulting Services Ltd.;
- (g) Kaizen Food Service Planning and Design Inc.;
- (h) Associated Environmental Consultants Inc.;
- (i) Colliers Project Leaders Inc.;
- (j) L&M Engineering Ltd.;
- (k) GeoNorth Engineering Ltd.;
- (l) SSA Quantity Surveyors Ltd.;
- (m) Thinkspace Architecture in conjunction with DBGK Architects and their sub-consultants, including:
 - i. Resource Planning Group Inc.;
 - ii. CWMM Consulting Engineers Ltd.;
 - iii. AME Consulting Group Ltd.;
 - iv. WSP Global Inc.;
 - v. IBI Group;
 - vi. LMDG Building Code Consultants Ltd.;
 - vii. Attentus Landscape Architecture;
 - viii. KJA Consultants Inc.;
- (n) RWDI Air Inc.; and
- (o) 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 the RFP Process through an Addendum.

10.5 CONFLICT OF INTEREST ADJUDICATOR

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

10.6 REQUEST FOR ADVANCE DECISION

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

- (a) names and contact information of the Proponent and the person for whom 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 make its own submission to the COI Adjudicator.

If the Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent RFP documents as a Restricted Party.

10.7 THE AUTHORITY MAY REQUEST ADVANCE DECISIONS

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a 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 Proponent, and may give notice to the possible Restricted Party so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 10.6.

10.8 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 the Proponent, Proponent 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 amended or supplemented.

11 RFP TERMS AND CONDITIONS

11.1 NO OBLIGATION TO PROCEED

This RFP does not commit the Authority to enter into a Design Early Works Agreement or a Design-Build Agreement, and the Authority reserves the complete right to at any time reject a Proposal, and to terminate this RFP Process and proceed with the Project in some other manner.

11.2 NO CONTRACT

Other than to the extent provided in the Participation Agreement, this RFP is not a contract between the Authority and the Proponent, nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of a Proposal, unless the Authority and the Proponent execute and deliver the Design-Build Agreement or the Design Early Works Agreement and any documents or instruments required by either of them, and then only to the extent expressly set out in the Design-Build Agreement and Design Early Works Agreement and any documents or instruments required by either of them.

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

11.4 COST OF PREPARING THE PROPOSAL

The Proponent is solely responsible for all costs it incurs in the preparation of its Proposals, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

11.5 CONFIDENTIALITY OF INFORMATION

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by the Proponent or Proponent Team member through participation in this RFP Process is confidential and may not be disclosed without written authorization from the Contact

Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The 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 this RFP, the Authority may, in its discretion, disclose information that is available from the Project to Partnerships BC and other projects, and may obtain information from other projects.

11.6 GENERAL RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project and/or modify, cancel or suspend this RFP Process at any time for any reason;
- (b) accept or reject any Proposal based on the Authority's evaluation of the Proposals in accordance with Appendix A;
- (c) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal, or failure to comply with the requirements of this RFP Process, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP Process would otherwise render the Proposal null and void;
- (d) reject, disqualify or not accept any Proposals without any obligation, compensation or reimbursement to the Proponent or any of its team members;
- (e) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any aspects of the Proponent's Proposals; and
- (h) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to the Proponent.

11.7 NO LOBBYING

The Proponent, Proponent Team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying

whatsoever in relation to the Project, this RFP Process, including for the purpose of influencing the outcome of the RFP Process. Further, no such person (other than as expressly contemplated by this RFP Process) will attempt to communicate in relation to the Project, this RFP 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, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

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

11.8 OWNERSHIP OF PROPOSALS

Any Proposal submitted to the Authority becomes the property of the Authority and will be received and held in confidence by the Authority, subject to the provisions of FOIPPA and this RFP Process.

11.9 DISCLOSURE AND TRANSPARENCY

The Authority is committed to an open and transparent RFP Process. To assist the Authority in meeting its commitment, the Proponent will cooperate and extend all reasonable accommodation to this endeavour.

The Authority expects to publicly disclose the following information during this RFP Process:

- (a) the RFP; and
- (b) the name of the Proponent.

Following Contract Execution, the Authority expects to publicly disclose the final Design-Build Agreement, excluding those portions that may be redacted pursuant to the application of FOIPPA.

The Proponent agrees that:

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

11.10 LEGAL ADVISOR

Bennett Jones LLP is a Restricted Party. By submitting its Proposals, the Proponent, and each member of the Proponent Team, expressly consents to Bennett Jones LLP continuing to represent the Authority for all matters in relation to this RFP Process and the Project, including any matter that is adverse to the Proponent, or any member of the Proponent Team or any of their respective related parties, despite any information of the Proponent, or any member of the Proponent Team or any of their respective related parties, and any solicitor-client relationship that the Proponent, or any member of the Proponent Team or any of their respective related parties, may have had, or may have, with Bennett Jones LLP in relation to matters other than this RFP Process and the Project. This Section is not intended to waive any of the Proponent's, or relevant member of the Proponent Team's, rights of confidentiality or solicitor-client privilege. The Authority reserves the right at any time to waive any provision of this Section.

11.11 LIMITATION OF DAMAGES

The Proponent, on its own behalf and on behalf of the Proponent Team and any member of the Proponent Team:

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

12 DEFINITIONS AND INTERPRETATION

12.1 DEFINITIONS

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Design-Build Agreement.

In this RFP:

“Acceptable Equivalent” has the meaning set out in Section 7.14.

“Addenda” or **“Addendum”** means an addendum to this RFP issued by the Contact Person as described in Section 7.8.

“Additional Key Individuals” means the individuals identified in Section 4.

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

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

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

“Aggregated Nominal Cost of the Proposal” means the sum of the Nominal Cost of the Proposal plus the amount paid under the Design Early Works Agreement.

“Apprentices Guidelines” has the meaning set out in Section 3.8.

“Authority” means Northern Health Authority.

“Authority Representatives” has the meaning set out in Section 2.2.

“Breakdown of Contract Price” means the form in which the Proponent is to provide the Authority costing of the Project and the calculation of the Nominal Cost of the Proposal as set out in Section 4 and Appendix B.

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

“Business-to-Business Networking Session” has the meaning set out in Section 2.5.

“City” means the City of Terrace.

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

“**Collaborative Meetings**” has the meaning set out in Section 2.2.

“**Communications (IT) Lead**” means the individual responsible for the deployment of Information Technology (IT) and communications infrastructure through design, construction, equipment fit out and commissioning and integration with other systems.

“**Conflict of Interest Adjudicator**” or “**COI Adjudicator**” means the person described in Section 10.5.

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

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

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

“**Design**” has the meaning set out in the Design Build Agreement.

“**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, and conducting constructability review through the Project’s design development process, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Build Design Manager**” means the Design-Builder’s representative in charge of oversight of the design-build design team, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Build Director**” means the individual who represents the Design-Builder and has overall responsibility to design and build the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design-Build Price Ceiling**” has the meaning set out in Section 5.1.

“**Design Early Works Agreement**” has the meaning set out in Section 1.1.

“**Design-Builder**” means the entity that enters into the Design-Build Agreement with the Authority and who has direct responsibility to design and build the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“**Design Submission**” has the meaning set out in Appendix B: Proposal Requirements, Section 2 and Section 4.

“Electrical Design Engineer Lead” means the individual responsible for leading the electrical design of the Project.

“Enquiry” has the meaning set out in Section 7.6.

“Facility” means the new Mills Memorial Hospital and the Seven Sisters mental residential facility.

“Final Draft Design-Build Agreement” has the meaning set out in Section 2.4.

“Final Draft Design Early Works Agreement” has the meaning set out in Section 2.3.

“Financial Submission” means either of the following:

- (a) First Financial Submission; or
- (b) Second Financial Submission.

“First Financial Submission” has the meaning set out in Appendix B Section 3 and Section 5.

“Freedom of Information and Protection of Privacy Act” or **“FOIPPA”** has the meaning set out in Section 11.3.

“GST” means Goods and Services Tax.

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

“Indicative Design” has the meaning set out in Schedule 1 [Statement of Requirements].

“Initial Draft Design-Build Agreement” means the draft Design-Build Agreement labeled “Initial Draft Design-Build Agreement” and posted in the Data Room.

“Initial Draft Design Early Works Agreement” means the draft Design Early Works Agreement labeled “Initial Draft Design Early Works Agreement” and posted in the Data Room.

“Key Individual(s)” of the Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent), as identified in:

- (a) the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP; or
- (b) the Proponent’s Notice of Continued Status and as may have been changed pursuant to this RFP.
 - o Design-Build Director;

- Design-Build Design Manager;
- Design-Build Construction Manager;
- Quality Manager;
- Lead Architect;
- Mechanical Design Engineer Lead;
- Electrical Design Engineer Lead; and
- Communication (IT) Lead;

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

“Lead Architect” means the individual responsible for leading the design of the Project, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

“Mechanical Design Engineer Lead” means the individual responsible for leading the mechanical design of the Project.

“Nominal Cost of the Proposal” means the nominal sum of the values in the Breakdown of Contract Price.

“Participation Agreement” has the meaning set out in Section 6.1.

“Partnerships BC” means Partnerships British Columbia Inc.

“Project” has the meaning set out in Section 1.1

“Proponent” means the design-builder identified in Section 1.2.

“Proponent Team” means:

- (a) the Design-Builder, its Design-Build Design Firm(s), its Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP; and
- (b) the Additional Key Individuals identified in the Proponent’s Notice of Continued Status and as may have been changed pursuant to this RFP.

“Proponent’s Contact Representative” means, for a Proponent, the person who under the RFQ for such Proponent was the “Respondent’s Representative” (as such term is used in the RFQ), as such person

may be changed from time to time by the Proponent by written notice to the Authority, and who is fully authorized to represent the Proponent in any and all matters related to this RFP.

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

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

“Proposal Requirements” means the requirements described in Appendix B.

“Proposal Validity Period” has the meaning set out in Section 7.12.

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

“Quality Manager” means the individual responsible for the overall quality of the design and construction of the Project.

“RFP Process” means the process from RFP release to Contract Execution.

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

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

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

“Restricted Party” means those persons (including their former and current employees) who had, or currently have, participation or involvement in the RFP Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to the Proponent that would put the Authority at a disadvantage.

“Second Financial Submission” has the meaning set out in Appendix B Section 3 and Section 5.

“Site” means the site of the existing Mills Memorial Hospital located on Haugland Avenue between Eby and Tetrault Streets in Terrace, British Columbia.

“Statement of Requirements” means the functional requirements and specifications for the design and construction of the Facility as set out in the Design-Build Agreement, including Schedule 1 [Statement of Requirements].

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

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

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

“Submission Times for Financial Submissions” means the dates and times identified as such in the Summary of Key Information for each of the following:

- (a) Submission Time for First Financial Submission to enter into a Design-Build Agreement; and
- (b) Submission Time for Second Financial Submission to enter into a Design-Build Agreement.

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

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

12.2 INTERPRETATION

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the 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 RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFP is not to be read as limiting;
- (f) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority;
- (g) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP; and

(h) this RFP may be subject to the terms of one or more trade agreements.

APPENDIX A EVALUATION OF PROPOSALS

The Authority will evaluate the Proposals in accordance with this Appendix A.

1. DESIGN SUBMISSION

Subject to the terms of this RFP, the Authority will evaluate the Design Submission to determine whether the Authority is satisfied that the Design Submission substantially meets the following requirements:

- (a) the provisions of this RFP, including the requirements set out in:
 - (1) Appendix B of this RFP; and
 - (2) the Final Draft Design Early Works Agreement.
- (b) demonstration that the fixed price proposed in the Design Submission to enter into the Design Early Works Agreement is reasonable, provides value to the Authority, and does not negatively impact the overall affordability of the Project, including the ability to enter into the Design-Build Agreement under the Design-Build Price Ceiling;
- (c) demonstration that the Proponent has a good understanding of the Design and the obligations of the Design-Builder under the Design Early Works Agreement; and
- (d) demonstration that the Proponent is capable of:
 - (1) performing the obligations and responsibilities of the Design-Builder; and
 - (2) delivering the design services in accordance with the Design Early Works Agreement.

If the Authority is not satisfied that the Design Submission substantially meets the above requirements, in particular regarding the fixed prices proposed for the Design Early Works Agreement, the Authority may reject the Design Submission and proceed to negotiate with the Proponent, or terminate the process with the Proponent.

The Authority will also evaluate the Design Submission against the criteria described in the Design Submission section of Appendix B.

2. FINANCIAL SUBMISSIONS

Subject to the terms of this RFP, following the execution of the Design Early Works Agreement, the Proponent will submit a Financial Submission at each of the following times:

- (a) Submission Time for First Financial Submission; and
- (b) Submission Time for Second Financial Submission.

The Authority will evaluate a Financial Submission to determine whether the Authority is satisfied that the Financial Submission substantially meets the following requirements:

- (a) in accordance with Section 5.1 of the RFP, the Aggregated Nominal Cost of the Proposal as at the Submission Times for Financial Submissions does not exceed the Design-Build Price Ceiling; and
- (b) the provisions of this RFP, including the requirements set out in:
 - (1) Appendix B of this RFP; and
 - (2) the Final Draft Design-Build Agreement;
- (c) The Proponent has confirmation of a bonding undertaking for a performance bond and a labour and materials payment bond, each in the amount of 50 per cent of the Nominal Cost of the Proposal to enter into the Design-Build Agreement; and
- (d) The Proponent has the financial capacity to meet the obligations of the Project.

If the Authority is not satisfied that a Financial Submission substantially meets the above requirements, it is expected that the Proponent will work with the Authority to identify the challenges with that Financial Submission and to address those issues in preparation for the next Financial Submission. The Authority may accept or reject a Financial Submission, negotiate with the Proponent, or terminate the process with the Proponent. After the Second Financial Submission, if that Financial Submission is not accepted by the Authority, the Authority will proceed as it determines, in its discretion, including inviting the Proponent to submit additional Financial Submissions up to 100 per cent of Design by Addendum.

Notwithstanding the affordability requirements identified above in (a), the Authority will also evaluate to ensure there is value in the Financial Submission and the pricing is efficient in consideration of market conditions at the time. The Authority may use professional quantity surveyors and/or check pricing via another construction firm (for price validation, not for executing a contract with this other construction firm) to support and validate the Nominal Cost of the Proposal developed by the Proponent. The Proponent is expected to provide the Authority with access to completed tender pricing prior to execution of the Design-Build Agreement. The Authority also reserves the right to use an open-book process if a Financial Submission is deemed unreasonable by the Authority.

The Authority will also evaluate Financial Submissions against the criteria described in the Financial Submission section of Appendix B.

APPENDIX B PROPOSAL REQUIREMENTS

Provided as a separate document.

APPENDIX C1 PROPOSAL DECLARATION FORM – DESIGN EARLY WORKS AGREEMENT

By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 12.1 of this RFP.

[RFP Proponent's Letterhead]

To: Northern Health Authority
c/o Partnerships British Columbia Inc.
Suite 1220, 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Cathy Silman

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

1. Proposal

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

2. Acknowledgements with Respect to the RFP

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

- (b) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (c) the Proponent’s representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (d) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Final Draft Design Early Works Agreement is in a form acceptable to the Proponent and the Proponent will comply with the requirements of the Final Draft Design Early Works Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

| Name (individuals and companies) | Address | Role of Proponent Team Member (e.g. Design-Builder, Design-Build Design Firm, Key Individual) |
|----------------------------------|---------|---|
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**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

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

APPENDIX C2 PROPOSAL DECLARATION FORM – DESIGN BUILD AGREEMENT

By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 12.1 of this RFP.

[RFP Proponent's Letterhead]

To: Northern Health Authority
c/o Partnerships British Columbia Inc.
Suite 1220, 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Cathy Silman

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

1. Proposal

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

2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (b) the Proponent has provided a Proposal that does not exceed the Design-Build Price Ceiling as defined in the RFP;

- (c) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (d) the Proponent’s representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (e) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (f) the Final Draft Design-Build Agreement is in a form acceptable to the Proponent and the Proponent will comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

| Name (individuals and companies) | Address | Role of Proponent Team Member (e.g. Design-Builder, Design-Build Design Firm, Key Individual) |
|----------------------------------|---------|---|
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**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

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

APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent Team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- (c) the following is a full disclosure of all known relationships the Proponent and each member of the Proponent Team has, or has had, with:
 - (1) the Authority;
 - (2) any listed Restricted Party;
 - (3) any current employees, 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 for Design Submissions; and
 - (5) any other person who, on behalf of the Authority or a listed Restricted Party, has participated or been involved in the RFQ or the RFP Process or the design, planning or implementation of the Project or has confidential information about the Project or the RFP Process.

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

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

NAME OF PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:

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

APPENDIX E PROPONENT COMMENTS FORM

(Collaborative Meetings – Sections 2.3(b) and 2.4(b))

MMH Redevelopment Project

| Section | Proposed Change (including detailed drafting) | Reasons for Proposed Change |
|---------|---|-----------------------------|
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APPENDIX F PARTICIPATION AGREEMENT

[Insert Month, Day Year]

Northern Health Authority
c/o Partnerships British Columbia Inc.
1220 - 800 West Pender Street
Vancouver, B.C. V6C 1J8

Attention: Cathy Silman, Contact Person

Dear Sirs/Mesdames:

Re: Mills Memorial Hospital Redevelopment – Participation Agreement in respect of the Request for Proposals issued by Northern Health Authority (the “**Authority**”) on February 11, 2020, 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 PCL Constructors Westcoast Inc. (the “**Proponent**”) and the Authority, pursuant to which the Proponent agrees with the Authority as follows:

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

(2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 11.11 (Limitation of Damages) of the RFP;

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

- (1) the Authority may in its sole and absolute discretion amend the RFP Process or the RFP at any time and from time to time; and
- (2) 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.

(f) **General.**

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

- i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
- 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.

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

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

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

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

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

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

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

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)

SCHEDULE 1 – Confidentiality Conditions

(a) Definitions. In these confidentiality conditions:

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

- case may be, or otherwise retained by the Receiving Party, the Authority or Partnerships BC in connection with the Project.
- (b) **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the 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 Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- (c) **Ownership of Confidential Information.** The 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 Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the 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.
- (d) **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its 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 Receiving Party will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- (e) **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to 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 which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- (f) **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the

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

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

APPENDIX G CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

Posted in the Data Room.

APPENDIX H1 INITIAL DRAFT DESIGN EARLY WORKS AGREEMENT

Posted in the Data Room.

APPENDIX H2 INITIAL DRAFT DESIGN-BUILD AGREEMENT

Posted in the Data Room.

APPENDIX I BONDING UNDERTAKING

Date: [Insert Month, Day Year] **No.** _____

To: Northern Health Authority

Re: Request for Proposal

Mills Memorial Hospital Redevelopment 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 _____ (Proponent). 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 submit a Proposal for the captioned Project, which we understand will require a Performance Bond of 50% of the Nominal Cost of the Proposal and a Labour and Materials Payment Bond of 50% of the Nominal Cost of the Proposal. Based on the information available at this time, and subject to our assessment of the Mills Memorial Hospital Redevelopment Project, and our client's work program at the time of submission of its Proposal, 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 do not hesitate to call upon us.

(Name of Surety)

_____ (Seal)

Attorney-In-Fact