



Request for Qualifications

Vancouver Island Health Authority

Cowichan District Hospital Replacement  
Project

December 18, 2020

**SUMMARY OF KEY INFORMATION**

<b>RFQ TITLE</b>	The title of this RFQ is: <b>RFQ – Cowichan District Hospital Replacement Project</b> Please use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFQ is: <b>Scott Hainsworth</b> Email: <a href="mailto:scott.hainsworth@infrastructurebc.com">scott.hainsworth@infrastructurebc.com</a>  Please direct all Enquiries, by email, to the above named Contact Person. <u>No telephone Enquiries please.</u>
<b>ENQUIRIES</b>	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any Enquiry.
<b>RECEIPT CONFIRMATION AND CONFIDENTIALITY FORM</b>	Access to the RFQ Data Room and further information relating to, but not forming part of or amending, this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation and Confidentiality Form.
<b>SUBMISSION TIME</b>	The Submission Time is: <b>11:00AM Pacific Time on February 25, 2021</b>
<b>SUBMISSION LOCATION</b>	By electronic upload to the Contact Person: <a href="mailto:scott.hainsworth@infrastructurebc.com">scott.hainsworth@infrastructurebc.com</a>

## TABLE OF CONTENTS

<b>SUMMARY OF KEY INFORMATION.....</b>	<b>I</b>
<b>1 INTRODUCTION.....</b>	<b>5</b>
1.1 Purpose of this RFQ.....	5
1.2 Administration of this RFQ.....	6
1.3 Eligibility.....	6
1.4 Project Brief.....	6
1.5 RFQ Data Room.....	6
<b>2 THE PROJECT.....</b>	<b>7</b>
2.1 Cowichan District Hospital Replacement Project.....	7
2.2 Project Objectives.....	7
2.3 Alliance Contracting.....	8
2.4 Project Alliance Objectives.....	12
2.5 Commercial Terms.....	12
2.6 Community Benefits.....	14
2.7 Respect in the Workplace.....	14
2.8 Advance Work by the Owner.....	14
2.9 General Scope of Alliance Responsibilities.....	16
<b>3 COMPETITIVE ALLIANCE SELECTION PROCESS.....</b>	<b>18</b>
3.1 RFQ Stage.....	18
3.2 RFP Stage.....	18
3.3 Compensation for Participation in the Competitive Alliance Selection Process.....	21
3.4 Competitive Selection Timeline.....	21
3.5 Introductory Project Meeting.....	22
<b>4 SUBMISSION AND PROCESS INSTRUCTIONS.....</b>	<b>23</b>
4.1 Mandatory Requirements.....	23
4.2 Response Form and Content.....	23
4.3 Language of Responses and Enquiries.....	23
4.4 Submission Instructions.....	23
4.5 Receipt of Complete RFQ.....	23
4.6 Receipt Confirmation and Confidentiality Form.....	23

4.7	Enquiries .....	24
4.8	Unofficial Information.....	24
4.9	Delivery and Receipt of Fax and Email Communications .....	24
4.10	Addenda.....	25
4.11	Definitive Record .....	25
4.12	Revisions Prior to the Submission Time.....	25
4.13	Response Declaration Form .....	25
4.14	Relationship Disclosure Form .....	26
<b>5</b>	<b>EVALUATION.....</b>	<b>27</b>
5.1	Evaluation Criteria.....	27
5.2	RFQ Evaluation and Selection Procedures .....	27
5.3	Interviews .....	28
5.4	Changes to Respondent Teams.....	28
<b>6</b>	<b>RFQ TERMS AND CONDITIONS .....</b>	<b>30</b>
6.1	No Obligation to Proceed.....	30
6.2	Freedom of Information and Protection of Privacy Act .....	30
6.3	Confidentiality of Owner Information.....	30
6.4	Cost of Preparing the Response .....	31
6.5	No Representation or Warranty .....	31
6.6	Reservation of Rights.....	31
6.7	Limitation of Damages.....	32
6.8	Ownership of Responses.....	32
6.9	Disclosure and Transparency.....	32
6.10	No Communication or Collusion.....	33
6.11	No Lobbying.....	33
6.12	Relationship Disclosure and Review Process.....	34
6.13	Legal Counsel.....	38
6.14	Fairness Reviewer .....	39
<b>7</b>	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>40</b>
7.1	Definitions .....	40
7.2	Interpretation .....	45
	<b>APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA .....</b>	<b>47</b>



<b>APPENDIX B RECEIPT CONFIRMATION AND CONFIDENTIALITY FORM .....</b>	<b>58</b>
<b>APPENDIX C CONFIDENTIALITY AGREEMENT .....</b>	<b>60</b>
<b>APPENDIX D RESPONSE DECLARATION FORM .....</b>	<b>63</b>
<b>APPENDIX E RELATIONSHIP DISCLOSURE FORM .....</b>	<b>66</b>
<b>APPENDIX F PARTICIPATION AGREEMENT .....</b>	<b>68</b>
<b>APPENDIX G INSURANCE UNDERTAKINGS - COMMERCIAL. ERROR! BOOKMARK NOT DEFINED.</b>	
<b>APPENDIX H INSURANCE UNDERTAKINGS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>APPENDIX I ENQUIRY FORM .....</b>	<b>1</b>



**1 INTRODUCTION**

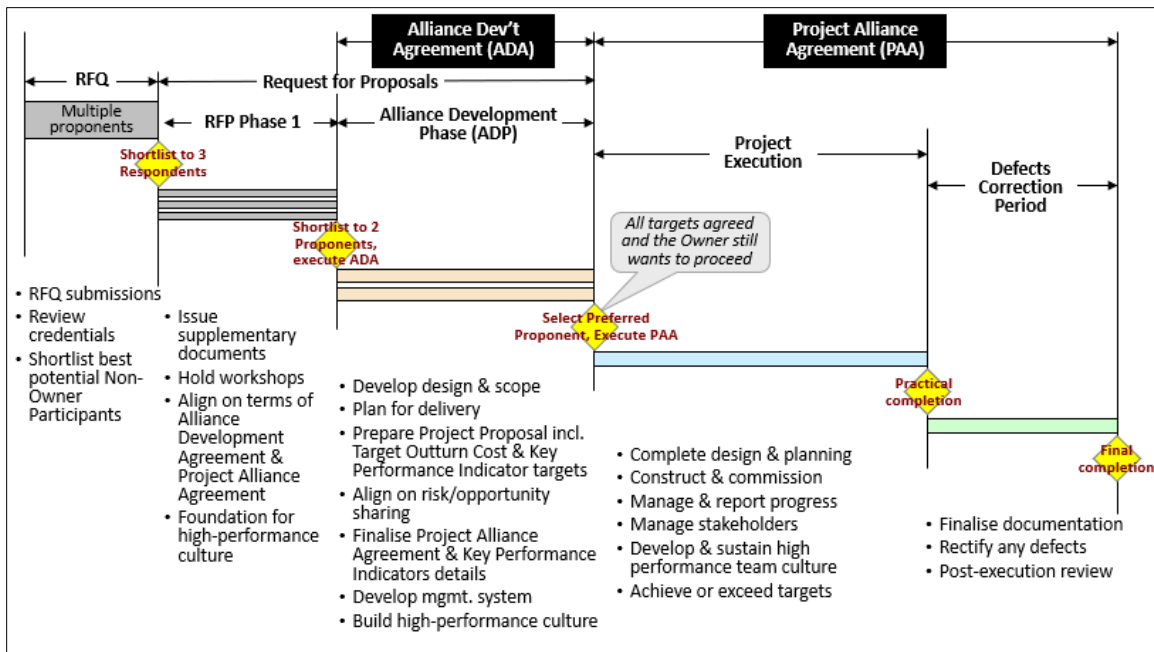
**1.1 PURPOSE OF THIS RFQ**

The purpose of this request for qualifications (“RFQ”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Cowichan District Hospital Replacement Project (“the Project”).

The Project has been approved to proceed to under an Alliance Contract Model. The Alliance Contract Model is a risk sharing contract model where owners and non-owner participants collectively share the responsibility to deliver a project as an integrated project team. The alliance procurement process (the “Competitive Alliance Selection Process”) includes three stages:

- (a) the RFQ stage;
- (b) RFP Phase 1; and
- (c) the Alliance Development Phase (“ADP”), which concludes with the execution of the Project Alliance Agreement.

**Figure 1: Alliance Procurement Process and Project Life Cycle**



Based on the Responses received, the Vancouver Island Health Authority (the “Owner”) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Respondents who will be invited to become RFP Phase 1 Proponents. The Owner will issue a single RFP to the RFP Phase 1 Proponents

that will govern both RFP Phase 1 and the ADP. RFP Phase 1 Proponents will submit brief Proposals and the Owner, following workshops with each of the Proponents, will select two RFP Phase 1 Proponents who will be invited to submit detailed Proposals during the ADP. One ADP Proponent will be selected as the Preferred Proponent and invited to execute the Project Alliance Agreement with the Owner and participate in the alliance. The Competitive Alliance Selection Process is described further in Section 3.

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

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

## 1.2 ADMINISTRATION OF THIS RFQ

Infrastructure BC Inc. ("**Infrastructure BC**"), formerly named Partnerships BC, is managing this RFQ and the Competitive Alliance Selection Process on behalf of the Owner. Infrastructure BC supports the public sector by working with owners to deliver complex public infrastructure in an evolving world.

Additional information about Infrastructure BC is available at [www.infrastructurebc.com](http://www.infrastructurebc.com).

## 1.3 ELIGIBILITY

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

## 1.4 PROJECT BRIEF

The Owner has issued a Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of, the RFQ, the RFP, the Alliance Development Agreement ("**ADA**"), the Project Alliance Agreement ("**PAA**"), or to in any way define or describe any party's rights with respect to the Project.

## 1.5 RFQ DATA ROOM

A restricted access data room with background data relating to the Project (the "**RFQ Data Room**") is available. To receive access to the RFQ Data Room and any further information in connection with this RFQ, Respondents are required to fully complete, sign, and return the Receipt Confirmation and Confidentiality Form attached as Appendix B to the Contact Person.

## 2 THE PROJECT

Under the Competitive Alliance Selection Process, the Owner is seeking to enter into a PAA with qualified entities, Non-Owner Participants (“**NOP(s)**”). Under the PAA the Owner and the NOPs will be collectively responsible in designing, building, commissioning the new Cowichan District Hospital (the “**Facility**”) in the Municipality of North Cowichan, BC (the “**Municipality**”).

### 2.1 COWICHAN DISTRICT HOSPITAL REPLACEMENT PROJECT

The existing facility is at the end of its useful life, does not have enough space to meet current demands and cannot be brought up to current clinical standards in a meaningful, economically viable way.

The Project consists of a replacement community-level hospital, with 201 inpatient beds, built to modern clinical and technical standards on a greenfield site on Bell McKinnon Road, a few hundred metres from Herd Road in the Municipality. The Facility will provide patient care and programs to address future service needs for the region.

The Project is expected to include the following:

- total building area expected to be approximately 46,000 gross square metres;
- capacity for core inpatient and ambulatory services, including a total of seven operating rooms, and additional procedure rooms and outpatient/ambulatory clinic capacity, expanded diagnostic imaging, and expanded emergency department capacity;
- a facility that will be LEED® gold certified with additional building features that will further reduce energy consumption and greenhouse gas emissions; and
- Upgrades to off-site civil works surrounding the area on Bell McKinnon Road.

The approved budget for the Project, including scopes of work not delivered by the Project Alliance (e.g. IMIT, medical equipment), is approximately \$887 million.

The Project has been approved to proceed by the Province of British Columbia (the “**Province**”) under the Community Benefits Agreement (“**CBA**”).

### 2.2 PROJECT OBJECTIVES

To support decision making in the planning phase of the Project, the Owner developed project objectives to assist the analysis and determine the service delivery option that best met those objectives. The following objectives have driven the development of the business plan and will guide the approach to each subsequent stage of the Project.



- Optimize and increase the Cowichan region's capacity to provide appropriate services in the right place, at the right time, so Island Health can meet the population's growing and changing needs well into the future, with a focus on elderly and Indigenous populations and those needing mental health services;
- Provide state-of-the-art facilities incorporating evidence-based design to improve health outcomes, quality and safety, efficiency and effectiveness, sustainability, flexibility and adaptability to accommodate evolving health and care needs into the future;
- Improve integration of, and access to, health services with a focus on creating a seamless patient journey and providing coordinated upstream care that improves optimization of services provided on an acute care campus;
- Contribute to facilities and services that are free of racism and discrimination, are culturally safe and respectful for all, respect and value Indigenous ways, and support trauma-informed, person-centered healing practices, while providing a safe and positive experience for Indigenous peoples and their families; and
- Create an environment that is a great place to work, learn and enhance opportunities for teaching and research.

Further information about the Project objectives, included in the business plan, is available in the RFQ Data Room.

## 2.3 ALLIANCE CONTRACTING

Alliance contracting involves the collective sharing of opportunity and risk between a project owner and non-owner participants through an integrated project delivery team. Alliance Contract Models, and similar forms of collaborative contracting, have been successful where a conventional contract may limit market participation, drive inefficient risk premiums, or threaten the success of the enterprise when risks materialize.

The participants to the Project alliance (the "**Project Alliance**") will comprise of the Owner, the NOP(s) and, if required, Other Alliance Participants (each an "**OAP**") (collectively the "**Alliance Participants**"). The Project Alliance will also include representatives from Infrastructure BC, working as part of the Owner team, and BC Infrastructure Benefits Inc. ("**BCIB**").

For detailed information regarding the anticipated Alliance Contract Model proposed, interested parties should review the Alliance Framework reference document included in the RFQ Data Room.

### 2.3.1 Key Alliance Features

The key features of an alliance contract are as follows:



- the Alliance Participants will take collective responsibility for full delivery of the project, aiming to meet pre-agreed targets that support the Project Alliance Objectives which are anticipated to cover both cost and non-cost performance aspects (e.g. quality, schedule, safety, energy);
- the PAA will establish a no-blame commercial environment in which the Owner, the NOPs and the OAP will have no enforceable legal rights against each other except in the extreme case of wilful default (e.g. fraud, criminal conduct, deliberate and reckless misconduct);
- an open book three-limb compensation model that includes:
  - limb 1: reimbursement of project-specific costs and overheads;
  - limb 2: a fee to cover corporate overheads and normal, risk-adjusted profit; and
  - limb 3: incentive payments which may be positive or negative, reflecting an equitable share of the gain or pain if outcomes are better or worse than the agreed targets.
- unanimous principle-based decision making by the Alliance Leadership Team (“ALT”). More information about the ALT can be found in Section 2.3.3; and
- a fully integrated project delivery team to deliver the best collective performance, comprising members drawn from each Owner, NOP or OAP (if any) – with each position filled on the basis of best candidate for the role, not on the basis of employer.

### 2.3.2 Public Sector Alliance Participants

The following participants will form the public sector members of the Project Alliance:

#### Vancouver Island Health Authority

The Owner operates a network of more than 150 facilities, including hospitals, clinics, health centres, health units, and residential care facilities on Vancouver Island, the Gulf and Discovery Islands, and part of the British Columbia mainland. With an annual budget of over \$2.4 billion, the Owner employs or contracts with approximately 21,200 health-care professionals and approximately 2,000 physician partners. The Owner serves approximately 770,000 residents across 56,000 square kilometers of widely varied geography.

Additional information about the Owner is available at <https://www.islandhealth.ca/>.

#### Infrastructure BC Inc.

Infrastructure BC will support the Owner throughout the procurement, delivery and implementation of the Project.

Additional information about Infrastructure BC is available at [www.infrastructurebc.com](http://www.infrastructurebc.com).

#### BC Infrastructure Benefits Inc.



BCIB is the provincial crown corporation providing, and employing, the qualified skilled trades workforce for the construction of public infrastructure projects operating under the CBA.

More information about BCIB is available at [www.bcib.ca](http://www.bcib.ca).

More information about the CBA is available at [www.bcib.ca/Community-Benefits-Agreement](http://www.bcib.ca/Community-Benefits-Agreement).

### 2.3.3 Project Governance and Alliance Structure

The organizational structure of the Project Alliance and the roles and responsibilities of the Alliance Leadership Team, Alliance Project Manager and the Alliance Management Team is more fully described in the Alliance Framework reference document.

For the purposes of the RFQ, the following is an outline of the expected structure of the Project Alliance and as indicated in Figure 2:

- Alliance Leadership Team – The ALT will provide leadership and governance to the Project Alliance. The ALT will be comprised of one individual from each NOP and OAP (if any), and three individuals from the Owner, including a representative of Infrastructure BC.
- Alliance Project Manager – The Alliance Project Manager (the “APM”) will be appointed by the ALT on a best-for-project basis. The role of the APM is to lead the Alliance Management Team (the “AMT”), report directly, and exclusively, to the ALT and take responsibility for leading, managing and directing the AMT.
- Alliance Management Team – The APM will select the members of the AMT drawn from the Owner, the NOPs or OAP organizations as required and on a best for project basis for ALT approval. The Owner, Infrastructure BC, and BCIB expect to provide staff who could be considered for AMT roles as appropriate to their skills, experience and leadership abilities on a best-for-project basis.

**Figure 2: Alliance Governance Structure**



In accordance with Appendix A, Respondents are to propose Key Individuals that would make up the ALT members for the NOPs, the APM, and anticipated AMT members.

#### 2.3.4 Building and Sustaining a High Performing Team

The Owner anticipates that that each Proponent may independently undertake significant team-building activities or alliance coaching to prepare their teams for their participation the Competitive Alliance Selection Process. Infrastructure BC has engaged PCI Group Pty Ltd. (“**PCI**”) as the Project Alliance facilitator. During the RFP phase, PCI will provide preliminary team building and leadership coaching to the Owner, BCIB and Infrastructure BC. PCI will further facilitate the positive guidance, behavioural, and commercial workshops as part of the Competitive Alliance Selection Process. Once the Project Alliance is formalized through execution of the PAA. PCI will provide specialist alliance coaching services for the first year of the Project Alliance to all Alliance Participants.

To ensure a high performing collaborative alliance culture is developed and sustained, immediate priorities for the ALT and AMT after PAA execution will be:

- ensuring that team building strategies are developed and implemented; and

- applying consistent coaching tools and techniques.

### 2.3.5 Co-location of Alliance Team

The Project office will be located in the Municipality and it is anticipated that there will be space available for Alliance Participants to co-locate. All members of the Project Alliance should plan to attend meetings and carry out their respective duties at the Project office as required for the Project.

## 2.4 PROJECT ALLIANCE OBJECTIVES

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

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

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

## 2.5 COMMERCIAL TERMS

### 2.5.1 Key Commercial Terms – Alliance Development Agreement

The ADA is a professional services agreement that will govern the ADP of the Competitive Alliance Selection Process. The following are some of the key commercial terms and content that the Owner anticipates will be included in the ADA:

- (a) purpose and scope of services;
- (b) roles of the Owner, Infrastructure BC, NOPs and any OAP during the ADP;

- (c) provisions for alliance mobilization works, should the Proponent be successful; and
- (d) payment to the Proponents for the submission of a compliant proposal.

### 2.5.2 Key Commercial Terms – Project Alliance Agreement

The respective expectations, rights and obligations of the Alliance Participants will be set out in a single legally binding PAA. The following are some of the key commercial terms that the Owner anticipates will be included in the PAA:

- (a) Compensation framework: The three-limb compensation model will apply to the NOP(s) and each NOP will be compensated separately with monthly progress payments for the project works. Detailed description of the anticipated compensation model can be found in the Alliance Framework reference document.
- (b) Performance incentives: Key Result Areas (the “**KRA(s)**”) will be directly linked to project outcomes, resulting in financial painshare or gainshare. The incentives will be determined by performance against Key Performance Indicators (“**KPI(s)**”) collaboratively developed between the Owner and Proponents during the ADP within the defined KRAs. The Owner has established the following KRA’s to realize the Project Alliance Objectives:

**Table 1: Key Result Areas**

KRA	KRA Objective	Weighting
Schedule and Commissioning	Delivering the project within a defined window to support activation of the operations.	20%
Stakeholder Satisfaction	Achievement of key clinical outcomes through engagement with key stakeholders. Stakeholders are engaged in meaningful ways with defined purpose during design and construction. Stakeholder engagement is efficient and effective. Indigenous stakeholders are engaged and satisfied that their feedback is prioritized during design and construction.	15%
Whole of Life and Environmental Sustainability Considerations	Design and construction teams have a consideration for Whole of Life Costs for asset management, and organizational operation costs.	15%
Design Elements Outcomes	Proposal commitments are achieved or exceeded throughout the life of the Project.	15%
Community Benefits	Fulfilling commitment to the Community Benefits Agreement through mobilizing a local, diverse workforce and creating and maintaining a safe and respectful workplace	20%
Health of Alliance	Generating and maintaining a high-performing collaborative alliance culture.	15%

KRA	KRA Objective	Weighting
	<b>Total:</b>	<b>100%</b>

- (c) Risk Allocation: The PAA default position will be that all risks and opportunities are shared unless they are pre-agreed to be Adjustment Events Guidelines (the “**Adjustment Events Guidelines**”). Adjustment Events Guidelines are developed during the Competitive Alliance Selection Process to achieve clear understanding of, and commitment to, sharing and allocation of risks and opportunities.
- (d) No Disputes: Each of the Participants agree that all disputes will be resolved by the ALT on a unanimous basis. Apart from specific rights in the PAA to deal with wilful defaults, the Participants will not have any rights at law or in equity and therefore will not have recourse to third party dispute procedures such as litigation.

## 2.6 COMMUNITY BENEFITS

The CBA between BCIB, on behalf of the Province, and the Allied Infrastructure and Related Construction Council of BC will apply to this Project.

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

Pursuant to the CBA as authorised by the Province, BCIB will provide the labour force and manage labour relations for the Project Alliance and its subcontractors working on the Project. The NOPs and subcontractors to the Project Alliance will be required to enter into contracts with BCIB for these services.

## 2.7 RESPECT IN THE WORKPLACE

In support of the Owner’s objective to have a construction site free of racism and discrimination, and promote a culturally safe and respectful environment, the Owner will require all Proponents to commit to developing and implementing policies and training. Approval of suitable policies and a training plan will be a requirement of the PAA and a pre-requisite for construction to commence.

## 2.8 ADVANCE WORK BY THE OWNER

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

### 2.8.1 Approval

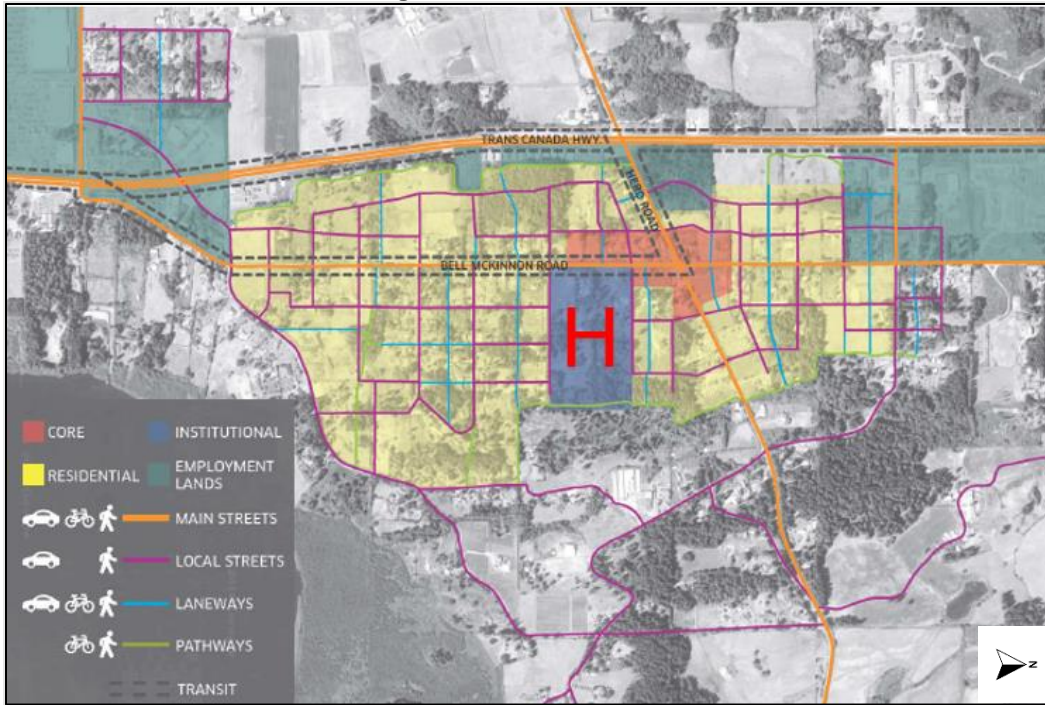
The Project has been approved to proceed to procurement by the Province. Further approvals by the Owner and the Province are expected to be required prior to executing the ADA and Contract Execution.



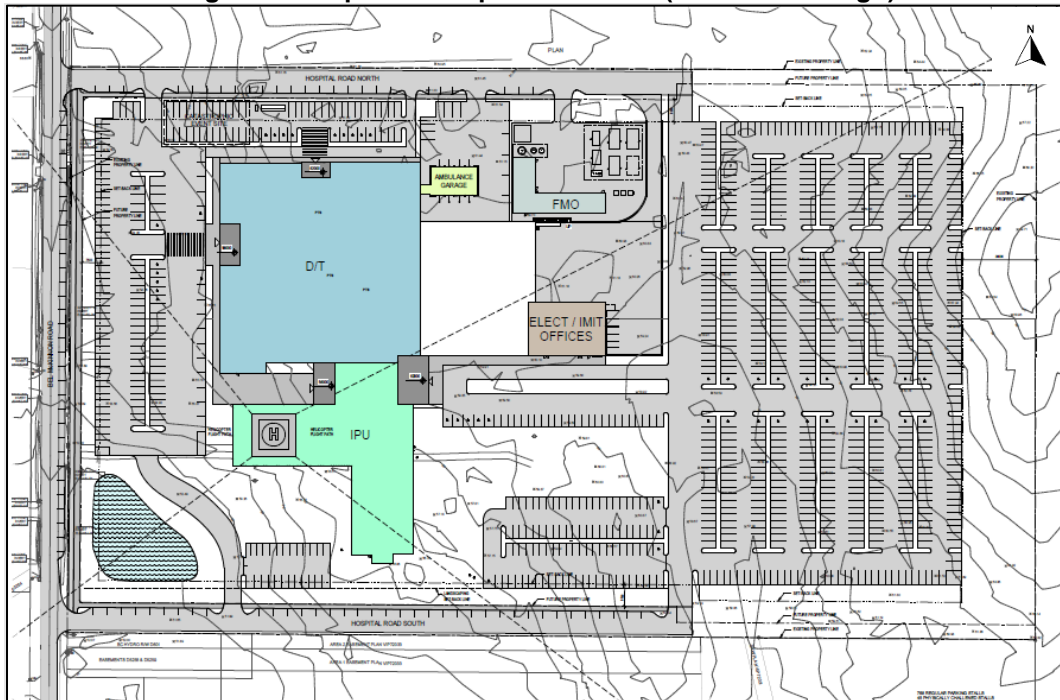
### 2.8.2 Site Zoning

The Site is zoned for hospital use. Refer to Figures 3 and 4 for information about the Site.

**Figure 3: Local Area Plan**



**Figure 4: Proposed Hospital Site Plan (Indicative Design)**





### 2.8.3 Site Preparation

Off-site service upgrades related to transportation, sewer, gas, electrical, communications, water and storm water management will be required. It is anticipated that the necessary upgrades to support the servicing requirements of the CDH will be substantially provided under the Alliance Works. The Owner will continue to confirm development requirements with the authority having jurisdiction as well as the access needed for off-site services that may impact other properties. The Owner will also be advancing some wetlands management mitigation activities in 2021.

### 2.8.4 Programming

The Owner is in the process of refining its programming, adjacencies, and indicative design, and has begun drafting the Project's performance specifications.

## 2.9 GENERAL SCOPE OF ALLIANCE RESPONSIBILITIES

The Project will be delivered under the PAA. The Alliance will be collectively responsible for the design, construction and commissioning of the Facility. Working collaboratively as an integrated team, the Project Alliance will:

- obtain all permits and approvals necessary for construction of the Facility, including development permits and building permits;
- ensure the final design complies with the performance specifications and integrates the various building components;
- construct the Facility; and
- achieve substantial completion and occupancy by spring of 2026 to ensure first patient day in the fall of 2026.

The capability matrix in Table 2 outlines the roles and responsibilities the Owner and BCIB anticipates providing to the Project Alliance, as well as what will be anticipated to be filled by the NOPS. Those listed as best for project (BfP) establishes that there is no pre-determined preference for the Owner or NOPS to provide that capability and will be filled by the party or parties best placed to deliver that capability.

The capabilities listed in the Table 2 are indicative at this time and not comprehensive. The Owner intends to release further detailed information in future stages of the Competitive Alliance Selection Process. For the purposes of the RFQ, Respondents should focus on those capabilities the Owner has identified as requiring capacity from the NOPS and on a best for project basis.

**Table 2: Capability Matrix**

Core Capability/Skill Area	Provided By:			
	Owner	NOPs	BCIB	BfP
<b>Preliminary (Early) Works</b>				
Land acquisition and access	<input checked="" type="checkbox"/>			
Off-site civil conceptual design	<input checked="" type="checkbox"/>			
Preliminary environmental and geotechnical assessments	<input checked="" type="checkbox"/>			
<b>Design and Construction Ancillaries</b>				
Permitting		<input checked="" type="checkbox"/>		
Project management controls and reporting				<input checked="" type="checkbox"/>
Infection prevention and control practitioner	<input checked="" type="checkbox"/>			
Island Health program clinical and technical liaison support	<input checked="" type="checkbox"/>			
Quality assurance		<input checked="" type="checkbox"/>		
Alliance coach	<input checked="" type="checkbox"/>			
<b>Design and Construction</b>				
Design disciplines		<input checked="" type="checkbox"/>		
Prime contractor		<input checked="" type="checkbox"/>		
Design, construction, and records management and systems (including onsite and off-site civil works)		<input checked="" type="checkbox"/>		
Design related user group and stakeholder engagement		<input checked="" type="checkbox"/>		
Indigenous engagement	<input checked="" type="checkbox"/>			
Equipment coordination	<input checked="" type="checkbox"/>			
IMIT coordination	<input checked="" type="checkbox"/>			
Cultural safety and humility training (construction workforce)			<input checked="" type="checkbox"/>	
Trades and labour supply		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Commissioning</b>				
Commissioning authority	<input checked="" type="checkbox"/>			
Commissioning agents				<input checked="" type="checkbox"/>
<b>Hand Over and Start Up</b>				
Occupancy permit		<input checked="" type="checkbox"/>		
Defect management		<input checked="" type="checkbox"/>		
<b>Activation</b>				
Facility, systems, and NOP provided equipment training and orientation (e.g. food and laundry equipment)		<input checked="" type="checkbox"/>		
Heliport Certification	<input checked="" type="checkbox"/>			
Clinical commissioning	<input checked="" type="checkbox"/>			
Patient transfer	<input checked="" type="checkbox"/>			

### 3 COMPETITIVE ALLIANCE SELECTION PROCESS

This section provides further detail as initially described in Section 1.1 on the process that the Owner expects to use in the selection of a Preferred Proponent.

#### 3.1 RFQ STAGE

The Owner anticipates that it will select a shortlist of no more than three Respondents to be Proponents, that will be invited to continue in the Competitive Alliance Selection Process.

#### 3.2 RFP STAGE

The RFP stage will comprise two phases, RFP Phase 1 and the ADP:

##### 3.2.1 RFP Phase 1

The Owner anticipates that RFP Phase 1 will allow Proponents, through a written submission, to outline their approach to the ADP and further develop their proposed organizational structure, including AMT and Wider Project Team (“**WPT**”) members.

The Owner will issue the RFP at the start of RFP Phase 1 which will include:

- a) the draft ADA (“**Draft ADA**”) including the Owner’s current intentions regarding the structure of the Project Alliance and the accountabilities and commitments it expects from the Alliance Participants; and
- b) the initial draft PAA (“**Initial Draft PAA**”) which will include the functional program, the indicative design and proposed commercial terms. Fully detailed performance specifications will be released at the start of the ADP.

The intention of RFP Phase 1 will be to align commercially and legally on the ADA and PAA with all three Proponents in advance of executing the ADA with two Proponents and moving to the ADP.

RFP Phase 1 is expected to include:

- positive guidance workshops to clarify and interrogate any aspect of the RFP, including the Draft ADA and Initial Draft PAA to support Proponents in development of their RFP Phase 1 Proposals;
- RFP Phase 1 written Proposals including section by section comments on the Draft ADA and Initial Draft PAA;
- commercial workshops with each Proponent after submission of the RFP Phase 1 Proposals to discuss Proponent comments and align on the ADA and PAA;
- behavioural workshops for demonstration of the Proponent’s leadership and collaborative behaviours in action;

- the evaluation of both written submissions as well as behavioural elements of the commercial and behavioural workshops and shortlist up to two Proponents to be invited to continue to the ADP; and
- the execution of the ADA substantially in the form based on the commercial workshops.

### 3.2.2 Alliance Development Phase

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

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

The ADP is expected to include:

- issuance of the final draft PAA as agreed during the commercial workshops through RFP Phase 1, along with the detailed performance specifications and an anticipated ADP schedule as the common basis for the preparation of Project Proposals by each of the two shortlisted Proponents;
- ADP kickoff workshop facilitated by PCI;
- an alliance foundation workshop and alliance development workshop facilitated by PCI that will commence the development of the leadership and cultural foundation of a high performing alliance;
- Establishment Audits by the Owner’s appointed third-party Financial Auditor;
- engagement with the third-party estimator through the development of the proposed Target Outturn Cost (“**TOC**”);
- interactive technical design and collaborative meetings;
- commercial and legal workshops that will include:
  - development of Adjustment Events Guidelines;
  - alignment on the particulars of the three-limb compensation model;
  - development of KPIs by each Proponent related to the Owner defined KRAs;
  - development of a robust, comprehensive and risk adjusted TOC;

- interim ALT meetings facilitated by PCI to establish governance practices, set direction, and to coordinate and monitor progress of the ADP to ensure Proponents produce high quality Project Proposals; and
- special topic workshops as requested by Proponents.

Although the ADP is a competitive process, the Owner intends to set up a highly collaborative and interactive ADP with each Proponent. These will include collaborative discussions relating to technical, management and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and ADA. Each Proponent will submit its Project Proposal having had the benefit of a collaborative process, throughout which the parties have proactively exchanged and shared relevant information relating to technical, management and commercial issues and risks and opportunities associated with the performance specifications. Subject to COVID-19 restrictions, it is anticipated that these meetings will be held through a mix of virtual and/or in person meetings.

### 3.2.3 Evaluation

The Owner has established the following criteria throughout the Competitive Alliance Selection Process on which the Respondents and Proponents will be evaluated and scored. It is intended that evaluation scores gained at a previous stage will be carried forward into the next stage and are re-assessed where a criterion still applies. Information gained at a previous stage can still be considered when it is relevant to a criterion assessed at subsequent stage (unless modified by new information obtained during a subsequent stage). If there is any conflict between information provided at an earlier stage and a later stage, the latest information will take precedence.

**Table 3: Summary of Evaluation by Phase**

	Criteria	RFQ	RFP Phase 1	ADP
1	Relevant corporate experience and track record	✓	✓	
2	Personal experience and demonstrated performance of nominated team	✓	✓	✓
3	Approach to achieving Project Alliance Objectives		✓	✓
4	Demonstrated leadership and collaborative behaviours in action		✓	✓
5	Target outturn cost			✓

### 3.2.4 Project Proposal

The form of the ADP submission will be a Project Proposal as described in the RFP and ADA and is expected to address technical, alliance management, and financial aspects of the Project. In brief, the Project Proposal is expected to include the following:

- a fully binding Project Proposal to design and build the Facility;
- a commitment to enter into the PAA by the NOP(s);
- measurable KPIs to support and incentivize achieving the Project Alliance Objectives; and
- a robust, comprehensive, and risk-adjusted TOC for the Project, inclusive of all taxes except GST.

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

The Owner will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Alliance Selection Process. Also, the Owner will not provide any compensation to Proponents for participating in RFP Phase 1.

If the Competitive Alliance Selection Process continues into the ADP, the Owner intends to make provision for partial compensation in the amount of \$3.5 million, exclusive of GST, payable to each Proponent, successful and unsuccessful, in accordance with the terms of the executed ADAs.

### 3.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Estimated Date
RFQ issue date	December 18, 2020
Introductory project meeting	January 8, 2021 from 10:00 – 11:30
RFQ Submission Time	February 25, 2021
Announce shortlisted Respondents	Week of April 12, 2021
Issue RFP Phase 1 with Draft ADA and Initial Draft PAA to three shortlisted Proponents	April 19, 2021
Positive guidance workshops	Week of May 3, 2021
RFP Phase 1 submission time	May 19, 2021
Behavioural and commercial workshops	Weeks of May 24 and May 31, 2021

Announce two shortlisted Proponents and execution of ADA	Week of June 28, 2021
Commencement of ADP and issuance of relevant information	Week of July 5, 2021
Alliance foundational workshops, technical and collaborative meetings, commercial and legal workshops, interim ALT meetings	To be confirmed
ADP submission time	December 2021
Announce Preferred Proponent	February 2022
Contract Execution	Spring 2022
Commissioning and occupancy	Spring 2026
First patient date	Fall 2026

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

### 3.5 INTRODUCTORY PROJECT MEETING

The Owner intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. The date of this meeting will be January 8, 2020 from 10:00 to 11:30 and will be held virtually. All parties who wish to attend should complete and submit a Receipt Confirmation and Confidentiality Form for further details. Attendance will not be mandatory.

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

## **4 SUBMISSION AND PROCESS INSTRUCTIONS**

### **4.1 MANDATORY REQUIREMENTS**

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

### **4.2 RESPONSE FORM AND CONTENT**

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

### **4.3 LANGUAGE OF RESPONSES AND ENQUIRIES**

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

### **4.4 SUBMISSION INSTRUCTIONS**

For its Response, a Respondent should submit one electronic copy, by upload to a secure web-based platform of its choosing, as agreed to by the Owner, clearly marked "Request for Qualifications for Cowichan District Hospital Replacement Project". Respondents are responsible to arrange a test of the secure-web-based platform with the Contract Person at least two Business Days in advance of the Submission Time.

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

### **4.5 RECEIPT OF COMPLETE RFQ**

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

### **4.6 RECEIPT CONFIRMATION AND CONFIDENTIALITY FORM**

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



#### 4.7 ENQUIRIES

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

Respondents are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner.

The following will apply to any Enquiry:

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

#### 4.8 UNOFFICIAL INFORMATION

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

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

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

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

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

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

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

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

#### **4.10 ADDENDA**

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

#### **4.11 DEFINITIVE RECORD**

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

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

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

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

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

#### 4.14 RELATIONSHIP DISCLOSURE FORM

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

## 5 EVALUATION

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

### 5.1 EVALUATION CRITERIA

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

### 5.2 RFQ EVALUATION AND SELECTION PROCEDURES

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

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

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

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

- (f) considers a Response to be incomplete;
- (g) after reviewing the information submitted in a Response relating to the requirements set out in Section 4 of Table 3 of Appendix A, considers that the information submitted is insufficient to demonstrate to the satisfaction of the Owner, in its discretion, that the Respondent and each

other Respondent Team member (other than Key Individuals) has the financial capacity to fulfill its obligations in respect of the Project; or

- (h) judges the Response or response, when compared to the other Respondents, to not be in contention to be shortlisted.

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

The Owner will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within 90 days after a shortlist has been announced. In a debriefing, the Owner will discuss the relative strengths and weaknesses of that Respondent's Response, however the Owner will not disclose nor discuss any confidential information of another Respondent.

### 5.3 INTERVIEWS

Respondents may be required by the Owner to have interviews regarding their Response during the evaluation process. The presentations should be specific to the Project and may not contain any marketing information of the Respondent nor any member of the Respondent Team.

### 5.4 CHANGES TO RESPONDENT TEAMS

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

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

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

The Owner's approval may include such terms and conditions as the Owner may consider appropriate. This Section 5.4 will apply until issuance of the RFP.

## 6 RFQ TERMS AND CONDITIONS

### 6.1 NO OBLIGATION TO PROCEED

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

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

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

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

### 6.3 CONFIDENTIALITY OF OWNER INFORMATION

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

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

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

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

#### **6.4 COST OF PREPARING THE RESPONSE**

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

#### **6.5 NO REPRESENTATION OR WARRANTY**

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

#### **6.6 RESERVATION OF RIGHTS**

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

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



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

## 6.7 LIMITATION OF DAMAGES

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

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

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

## 6.8 OWNERSHIP OF RESPONSES

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

## 6.9 DISCLOSURE AND TRANSPARENCY

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

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

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

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

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

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

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

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

#### **6.11 NO LOBBYING**

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

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

## 6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

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

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

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

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

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

### 6.12.1 Use or Inclusion of Restricted Parties

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

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

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

#### 6.12.2 Current Restricted Parties

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

- DIALOG® BC Architecture Engineering Interior Design Planning Inc.;
- McElhanney Consulting Services Ltd.;
- DLA Piper (Canada) LLP;
- DLA Piper Australia;
- PCI Group Pty Ltd.;
- SSA Quantity Surveyors Ltd.;
- Evolve Engineering Inc.;
- KAIZEN Planning & Design Inc.;
- Thurber Engineering Ltd.;
- AME Consulting Group Ltd.;
- Colliers Project Leaders;
- Sun Coast Consulting Ltd.;
- Deloitte LLP;
- Calla Strategies;
- PricewaterhouseCoopers LLP; and
- The Owner, BCIB and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.

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

#### 6.12.3 Shared Use

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

#### 6.12.4 Conflict of Interest Adjudicator

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

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

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

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

#### 6.12.5 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section 6.12.5.

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

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

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

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

#### 6.12.6 The Owner May Request Advance Decision

The Owner may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Owner identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Owner will, if it seeks an advance decision from the COI Adjudicator, provide the

COI Adjudicator with relevant information in its possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.

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

#### 6.12.7 Decisions Final and Binding

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

#### 6.12.8 Exclusivity

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

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

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

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

(d) copies of any relevant documentation.

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

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

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

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

#### 6.12.10 Exclusivity – Decisions Final and Binding

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

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

### 6.13 LEGAL COUNSEL

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

## 6.14 FAIRNESS REVIEWER

The Owner intends to appoint a Fairness Reviewer to monitor the Competitive Alliance Selection Process. Once the Fairness Reviewer has been appointed, Respondents will be notified. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Alliance Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Owner that the Owner will make public.

The Fairness Reviewer will be:

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

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



## 7 DEFINITIONS AND INTERPRETATION

### 7.1 DEFINITIONS

In this RFQ:

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

**“Adjustment Events Guidelines”** has the meaning set out in Section 2.5.2.

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

- (a) a corporation and
  - (1) a person by whom the corporation is controlled,
  - (2) each member of an affiliated group of persons by which the corporation is controlled, and
  - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- (a) 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;
- (b) 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;
- (c) a partnership and a majority interest partner of the partnership;
- (d) 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;

- (e) 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
- (f) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
  - (1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
  - (2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
  - (3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

**“Alliance Contract Model”** means a risk sharing contract model where owners and non-owner participants collectively share the responsibility to deliver an asset as an integrated project team.

**“Alliance Development Agreement”** or **“ADA”** means the agreement between the two shortlisted Proponents and the Owner executed prior to the start of the ADP.

**“Alliance Development Phase”** or **“ADP”** has the meaning set out in Section 1.1.

**“Alliance Leadership Team”** or **“ALT”** means the senior level governance board of the Project Alliance that consists of one senior representative from each of the NOPs, Infrastructure BC, and BCIB as well as two representatives from the Owner.

**“Alliance Management Team”** or **“AMT”** means the management team responsible for the day-to-day delivery of the project taking direction from the ALT through the APM.

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

**“Alliance Project Manager”** or **“APM”** means the person reporting to the ALT (but not as a member of the ALT) and the leader of the AMT.

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

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

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

**“Community Benefits Agreement”** or **“CBA”** has the meaning set out in Section 2.6.

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

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

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

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

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

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

**“Draft Alliance Development Agreement”** or **“Draft ADA”** means the draft form of Alliance Development Agreement issued under RFP Phase 1, as amended pursuant to the terms of the RFP.

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

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

**“Evaluation Criteria”** means the criteria referred to in Section 2.2 of Appendix A.

**“Facility”** has the meaning as set out in Section 2.

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

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

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

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

**“Guarantor”** means an entity providing financial and/or performance support to each of the NOPs by way of a guarantee or a commitment to provide a parent company guarantee or other proposed credit support

in relation to the Project, as described in the Respondent's Response and as may be changed pursuant to this RFQ.

**"Infrastructure BC"** means Infrastructure BC Inc.

**"Initial Draft Project Alliance Agreement"** or **"Initial Draft PAA"** means the draft form of Project Alliance Agreement issued under the RFP Phase 1, as amended pursuant to the terms of the RFP.

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

- (a) Alliance Leadership Team;
- (b) Alliance Project Manager; and
- (c) Alliance Management Team.

Except for the Alliance Leadership Team, 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.

**"Key Performance Indicators"** or **"KPIs"** means incentivized targets that will form part of the compensation model.

**"Key Result Areas"** or **"KRAs"** has the meaning set out in Section 2.5.2.

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

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

**"Municipality"** means the Municipality of North Cowichan, BC.

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

**"Non-Owner Participants"** or **"NOP(s)"** has the meaning set out in Section 2.

**"Other Alliance Participant"** or **"OAP"** has the meaning set out in Section 2.3.

**"Owner"** means the Vancouver Island Health Authority.

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

**"PCI"** means PCI Group Pty Inc.

**"Preferred Proponent"** means the Proponent selected by the Owner pursuant to the RFP and ADA to finalize the Project Alliance Agreement.



**“Project”** means the design and construction of the Facility and all other works ancillary to the Facility in accordance with the Project Alliance Agreement.

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

**“Project Alliance Agreement”** or **“PAA”** means the alliance agreement for the Project to be entered into between the Owner and the Preferred Proponent (if the Project Proposal is accepted by the Owner in accordance with the RFP and ADA).

**“Project Alliance Objectives”** has the meaning set out in Section 2.4.

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

**“Project Proposal”** means the submission prepared by a Proponent pursuant to the ADA.

**“Proponent”** means a Respondent who has been shortlisted under this RFQ to be eligible to participate in the RFP (either RFP Phase 1 or the ADP).

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

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

**“Respondent”** means:

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

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

**“Respondent Team”** means the proposed NOPs, including the prime contractor, the design firm and any major subtrades, their Key Individuals and Guarantor(s), as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

**“Restricted Party”** means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Alliance Selection Process or the design, planning or implementation of the Project, and who have or may provide

a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

“**RFP**” means the Request for Proposals including RFP Phase 1 and the ADP, which may be issued by the Owner as a stage of the Competitive Alliance Selection Process.

“**RFP Phase 1**” has the meaning set out in Section 3.2.1

“**RFP Phase 1 Proposal**” means the written submission prepared by a Proponent in response to RFP Phase 1.

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

“**RFQ Data Room**” has the meaning set out in Section 1.5.

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

“**Site**” means the site upon which the Facility is to be constructed.

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

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

“**Target Outturn Cost**” or “**TOC**” means the expected total cost for completion of the Project as developed by each Proponent, in accordance with the ADA during the Alliance Development Phase and (for the Preferred Proponent) included in the executed Project Alliance Agreement.

“**Wider Project Team**” or “**WPT**” means nominated personnel to perform roles in the Project Alliance.

## 7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in the Owner’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Owner;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of , or Appendix to, this RFQ;

- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFQ is not to be read as limiting;
- (f) all dollar values are Canadian dollars unless otherwise indicated;
- (g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (h) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

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

**APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA**

**Table of Contents – Appendix A**

**Part 1. Response Guidelines**

**Part 2. Evaluation**

**Part 3. Response Format**

**Attached Sample Forms:**

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

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



**Part 1. Response Guidelines**

**Responses should:**

- (a) include a title page file clearly marked with the words, “**Response to RFQ – Cowichan District Hospital Replacement Project**” and addressed to the Submission Location;
- (b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner;
- (c) be limited to 20 double-sided sheets (40 pages if printed by the Owner) for Package 2, excluding the Key Individuals’ resumes. Key Individuals resumes should not exceed 4 pages each. Materials submitted which exceed the page limit may not be evaluated, at the discretion of the Owner;
- (d) be formatted to be printed on 8.5” x 11” page size with a minimum font size of 11 point; and
- (e) be submitted as follows:

Package	Contents	Electronic Format
Package 1	1) Transmittal Letter; 2) Response Declaration Form (see Appendix D) signed by the Respondent; 3) A table containing the names and company names of the Key Individuals; and 4) Relationship Disclosure Form (see Appendix E) signed by the Respondent. 5) Provide the name and contact details for the Respondent Representative. The Respondent Representative will be the only person to receive communication from the Contact Person regarding this RFQ. <ul style="list-style-type: none"> <li>i. Name;</li> <li>ii. Employer;</li> <li>iii. Mailing/courier addresses;</li> <li>iv. Telephone number; and</li> <li>v. Email address.</li> </ul>	An electronic copy of the Response is to be uploaded by the Respondent to a secure web-based platform of the Respondent’s choosing, the Contact Person given access, as confirmed with the Contact Person in advance as described below. Respondents should upload the following electronic files: <ul style="list-style-type: none"> <li>1) a consolidated file containing the entire Response;</li> <li>2) an individual file for each of Packages 1, 2 and 3; and</li> <li>3) individual files within Packages 2 and 3 for each major section described in Part 3 of the Appendix A.</li> </ul>
Package 2	Response including only Sections 1, 2 and 3 of Part 3 of this Appendix A.	Respondents are responsible to arrange a test of the secure web-based platform with the Contact Person at least two Business Days in advance of the Submission Time.
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	
Nominated Projects	Nominated Projects Summary Matrix (Form A-1) Nominated Projects (Form A-2)	



**Part 2. Evaluation**

**2.1 Minimum Requirements**

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

**Table 1: Minimum Requirements**

<b>Financial Capacity</b>
Sufficient financial capacity of the Respondent Team (NOPs) to undertake the Project. See Section 4 of Response Format (Part 3 of Appendix A).

**2.2 Evaluation Criteria**

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

**Table 2: Evaluation Criteria and Weighting**

Section	Evaluation Criteria	Weighting
<b>Section 2 Relevant Corporate Experience and Track Record</b>	Strength and relevance of demonstrated experience and capability of the proposed NOPs to undertake the Project with respect to the following:	
	2.1 Corporate Experience and Performance in Technically Comparable Work	20 points
	2.2 Corporate Experience and Performance in Collaborative Contracts	20 points
	2.3 Indigenous Participation, Apprenticeships and Development of a Diverse Workforce	10 points
<b>Section 3 Personal Experience and Demonstrated Performance of Nominated Team</b>	Strength and relevance of Key Individuals and team members’ demonstrated experience and capability with respect to the following:	
	3.1 Key Individuals <ul style="list-style-type: none"> <li>▪ Alliance Leadership Team</li> <li>▪ Alliance Project Manager</li> <li>▪ Alliance Management Team</li> </ul>	50 points
<b>Total</b>		<b>100 points</b>

### **2.3 Disqualification of Responses**

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

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

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

### Part 3. Response Format

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

**Table 3: Response Content Requirements**

Section	Title	Response Content Requirements
<b>1.</b>	<b>Introduction and Nominated Projects</b>	
<b>1.1</b>	<b>Proposed Respondent Team and Organization</b>	<ul style="list-style-type: none"> <li>a) Provide the legal name of the entity for each of the proposed NOPs and identify the prime contractor, the design firm(s) and any major subtrades with a short description for publication of teams shortlisted for the RFP stage.</li> <li>b) Provide a high-level organization chart(s), at the corporate level of the roles and responsibilities of the consortia partners (proposed NOPs), design sub-consultants and any major subtrades.</li> </ul>
<b>1.2</b>	<b>Nominated Projects</b>	<ul style="list-style-type: none"> <li>a) Submit a maximum of twelve (12) Nominated Projects using Form A-1 of this Appendix A. Note that more current Nominated Projects (that have reached substantial completion within the last 5 years) may be considered to have greater relevance than older projects.</li> <li>b) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner, if not, please describe why the reference has been included in the Response.</li> </ul>
<b>2.</b>	<b>Corporate Experience and Track Record</b>	
<b>2.1</b>	<b>Corporate Experience and Performance in Technically Comparable Work</b>	<p>Using up to eight (8) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team's experience and capability for each of the following:</p> <ul style="list-style-type: none"> <li>a) Leading the delivery of projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy) and key lessons learned that are applicable to this project.</li> <li>b) Constructing projects similar in size, scope and complexity;</li> <li>c) Project delivery on time and on budget, indicating any variances or changes in the final project schedule and budget from those originally approved. Include examples of how specific schedule and/or budget challenges were managed and details of any other key project achievements.</li> <li>d) Leading commissioning, transition and activation of the completed project, that is similar in size and complexity to the Project, with the project owner and key lessons learned that are applicable to this project.</li> <li>e) Designing healthcare projects similar in scope, size and complexity to the Project (refer to Form A-2 for relevancy);</li> </ul>

Section	Title	Response Content Requirements
		<p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>
2.2	<p><b>Experience and Performance in Collaborative Contracts</b></p>	<p>Using up to three (3) Nominated Projects relevant to sub-sections a) through e) below, describe the Respondent Team's experience and capability for each of the following:</p> <ol style="list-style-type: none"> <li>a) Working collaboratively with owners to align the objectives of all parties;</li> <li>b) Early construction contractor involvement and benefits the project achieved as a result of that involvement;</li> <li>c) Co-creating target cost and schedule with project teams and owners;</li> <li>d) Understanding each party's unique strengths and capabilities and examples of how this understanding worked to achieve or exceed project outcomes; and</li> <li>e) Delivering projects with risk and opportunity sharing contracts.</li> </ol> <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>
2.3	<p><b>Indigenous Participation, Apprenticeships, and Development of a Diverse Workforce</b></p>	<p>Using up to three (3) Nominated Projects relevant to sub-sections a) and b) below, describe the Respondent Team's experience and capability for each of the following:</p> <ol style="list-style-type: none"> <li>a) <b>Indigenous Participation</b> – Describe the Respondent Team's experience with local Indigenous involvement in project delivery, including the following: <ul style="list-style-type: none"> <li>• Engagement and collaboration with local Indigenous-owned businesses as sub-contractors and in partnerships or joint ventures; and</li> <li>• Development and support of opportunities for Indigenous careers and employment.</li> </ul> </li> <li>b) <b>Apprenticeships, Training and Development of a Diverse Workforce</b> – Describe the Respondent Team's experience and capability in developing and implementing programs to: <ul style="list-style-type: none"> <li>• Integrate, train, develop and retain a diverse workforce (e.g. apprentices, Indigenous peoples, women in non-traditional work, people with disabilities, and/or other traditionally under-represented groups). This should include measures to create a respectful workplace culture, to develop career opportunities for workers facing barriers and encourage completion of apprenticeships and training.</li> <li>• Maximize the number of apprentices and trainees.</li> <li>• Fostering, and support of, a respectful and Indigenous culturally competent worksite culture.</li> </ul> </li> </ol> <p>Respondents are to clearly establish the relevance of their Nominated Projects and how their experience and performance will be leveraged for the benefit of the Project. Refer to Form A-2 for establishing relevance.</p>

Section	Title	Response Content Requirements
<b>3.0</b>	<b>Personal Experience and Demonstrated Performance of the Nominated Team</b>	
<b>3.1</b>	<b>Key Individuals:</b> <ul style="list-style-type: none"> <li>• Alliance Leadership Team</li> <li>• Alliance Project Manager</li> <li>• Alliance Management Team</li> </ul>	<p>a) Describe the experience, capability and suitability of Key Individuals for the Project, as defined in this RFQ, in leading and delivering projects of this nature, including capacity to add value to the Project and lessons learned from working in collaborative contracts and/or integrated project team arrangements:</p> <ol style="list-style-type: none"> <li>i. Alliance Leadership Team (one proposed individual for each NOP);</li> <li>ii. Alliance Project Manager; and</li> <li>iii. Alliance Management Team.</li> </ol> <p>b) Provide a resume for each of the above Key Individuals. At a minimum, the following information is required:</p> <ol style="list-style-type: none"> <li>i. Name, professional qualifications/designation(s) and a summary of education.</li> <li>ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past five (5) years for ALT and AMT nominated Key Individuals, and ten (10) years for the nominated APM Key Individual. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner. Reference projects are ideally but need not be derived from Nominated Projects.</li> <li>iii. Provide a list of past relevant projects and positions held by each of the above Key Individuals within the past five (5) years for ALT and AMT nominated Key Individuals, and ten (10) years for the nominated APM Key Individual, in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability of the respective Key Individual for the proposed role in the Project.</li> </ol> <p>c) Describe the availability of each of the above Key Individuals including percentage of time the Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning.</p> <p>d) Describe any foreseeable time constraints that will impact the Key Individual's ability to perform according to the anticipated timeline in Section 3.4</p>
<b>4.</b>	<b>Financial Capacity</b>	
<b>4.1</b>	<b>Financial Capacity</b>	Demonstrate the financial capacity of the Respondent Team (NOP or Guarantor as applicable) by providing the following:

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

Section	Title	Response Content Requirements
		<p>viii. For entities where financial statements are provided for a parent company, rather than the entity listed in a) provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in this section a).</p> <p>d) With reference to the information provided in this section, briefly describe in the context of the entity's proposed role and project obligations:</p> <ul style="list-style-type: none"> <li>i. Each NOP's capacity to fund the Project (e.g. discuss credit rating, net assets, liquid assets, letters of commitment); and</li> <li>ii. Each NOP's capacity to undertake its project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, including by a Guarantor (as applicable).</li> </ul>

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

See separate Excel file.





**Form A-2 Nominated Project Details**

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

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number.</i>
<b>Location of project</b>	<i>Country, province/state.</i>
<b>Owner</b>	<i>Organization name.</i>
<b>Reference contact details</b>	<i>Current information for key owner contacts (individuals), including name, title, role, telephone numbers, email addresses, and preferred language of correspondence. By providing this information, you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
<b>Contract model</b>	<i>Contract structure, i.e., alliance, integrated project delivery, construction management, target price contract, design-build, stipulated sum.</i>
<b>Contract period (term)</b>	<i>Contract commencement date, end of construction date, and contract end date.</i>
<b>Description of project</b>	<i>Capital value, scope and complexity, including purpose of facility.</i>
<b>Relevance</b>	<i>Respondents are to clearly establish the relevance of their Nominated Projects to the Project. (e.g., acute care hospital, community acute care hospital, rural setting, asset class, size, complexity, procurement/contracting approach, indigenous participation, apprenticeships, and training development of a diverse workforce.)</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events.</i>
<b>Role(s) on project</b>	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
<b>Joint Venture</b>	<i>If the project involved is a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibilities between the parties.</i>
<b>Performance</b>	<i>Describe the performance in meeting obligations related to the contract. If there were any issues during the design and construction phase (e.g., interpretation issues), describe how they were resolved. In addition, describe performance as it relates to schedule management, scope management, budget management, and owner satisfaction.</i>



**Other information**

*Any information the Respondent considers relevant to the Evaluation Criteria.*

**APPENDIX B RECEIPT CONFIRMATION AND CONFIDENTIALITY FORM**

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

**Cowichan District Hospital Replacement Project  
Request for Qualifications**

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

Email: [scott.hainsworth@infrastructurebc.com](mailto:scott.hainsworth@infrastructurebc.com)

**Respondent Contact Information**

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY**

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



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

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

Respondent Representative or other interested party:

---

Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date



## APPENDIX C CONFIDENTIALITY AGREEMENT

### 1. Interpretation

In this Agreement:

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

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

## **2. Confidentiality**

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

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

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

## **4. Limited Disclosure**

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

## **5. Destruction on Demand**

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

## **6. Acknowledgment of Irreparable Harm**

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

## **7. Waiver**

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

## **8. Severability**

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

## **9. Enurement**

This Agreement enures to the benefit of the Owner, BCIB and Infrastructure BC and binds the Recipient and its successors.



## APPENDIX D RESPONSE DECLARATION FORM

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

### [RFQ Respondent's Letterhead]

To: [scott.hainsworth@infrastructurebc.com](mailto:scott.hainsworth@infrastructurebc.com)

Attention: Scott Hainsworth

Re: Request for Qualifications entitled Cowichan District Hospital Replacement Project

---

### [Insert Respondent Name] Response

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

(a) Response

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

(b) Acknowledgements with Respect to this RFQ

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



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

(c) Evaluation of Responses

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

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

**Table 1: Firm Names**

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

Any firm mentioned in the Response should be included in the table above.

**Table 2: Individual Names**

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

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

**RESPONDENT**

**RESPONDENT REPRESENTATIVE**

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

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

\_\_\_\_\_  
 Telephone

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

## APPENDIX E RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

---

**NAME OF RESPONDENT**

---

Address

---

Email Address

---

Telephone

---

Name of Authorized Signatory for Respondent

---

Signature



## APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

Vancouver Island Health Authority  
1952 Bay Street  
Victoria, BC V8R 1J8

Attention: Scott Hainsworth, Contact Person

Dear Sirs/Mesdames:

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

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

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



- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Owner;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of the Owner exceed the amount calculated pursuant to Section 3.3 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the Owner's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the Owner's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4 and 9.5 of the RFP.

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

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

**6. General.**

- (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
  - (1) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
    - i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
    - ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Owner, for any reason, cancels the Competitive Alliance Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.
- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.

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

Yours truly,

---

Name of Proponent

---

Authorized Signatory



## SCHEDULE 1

### Confidentiality Conditions

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

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

- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
  - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
  - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
  - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

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

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

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





- (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation and Confidentiality Form; and
- (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Owner, BCIB or Infrastructure BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Owner, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Owner owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Owner, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

- 6. Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Owner, BCIB or Infrastructure BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Owner will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Owner may be entitled at law or in equity.
- 7. Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Owner will be deemed to be a waiver of that right or remedy.

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

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

**UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE**

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

\_\_\_\_\_

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

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

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

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

SIGNED:

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

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

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

APPENDIX H INSURANCE UNDERTAKING – PROFESSIONAL LIABILITY

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

**UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE**

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

\_\_\_\_\_

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

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

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

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

SIGNED:

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

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

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

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

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

**APPENDIX I ENQUIRY FORM**

**ENQUIRIES**

**Cowichan District Hospital Replacement Project**

Request Number: \_\_\_\_\_

Respondent Team: \_\_\_\_\_

Date: \_\_\_\_\_

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

This form may be used for single and multiple enquiries.

**Enquiry/Enquiries:**

---

---

---

---

---