



Request for Proposals
Alliance Development Phase

Vancouver Island Health Authority

Cowichan District Hospital Replacement
Project

July 21, 2021

SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: Alliance Development Phase RFP – Cowichan District Hospital Replacement Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this ADP RFP is: Catherine Silman Email: catherine.silman@infrastructurebc.com Please direct all Enquiries, in writing, to the above-named Contact Person. No telephone or fax enquiries please.
ENQUIRIES	Proponents are encouraged to submit Enquiries prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.
The following submissions are to be delivered at the times and location indicated below:	
SUBMISSION TIME	December 16, 2021 at 11:00 hrs Pacific Time
SUBMISSION LOCATION	By electronic upload to the Contact Person: catherine.silman@infrastructurebc.com

TABLE OF CONTENTS

SUMMARY OF KEY INFORMATION.....	I
1 INTRODUCTION.....	1
1.1 Purpose of this RFP.....	1
1.2 Eligibility to Participate in this RFP.....	1
2 ADP RFP.....	2
2.1 Overview.....	2
2.2 Estimated Timeline.....	2
2.3 Interactive Processes.....	2
2.4 Business-to-Business Networking Session.....	4
2.5 Data Room.....	4
2.6 Proponent’s Contact Representative.....	5
3 KEY PROJECT ELEMENTS.....	6
3.1 Project Alliance Agreement.....	6
3.2 Project Governance and Alliance Structure.....	6
3.3 Project Alliance Objectives.....	9
3.4 Key Result Areas.....	9
3.5 Design Elements.....	10
3.6 Alliance Management System.....	11
3.7 Community Benefits.....	11
3.8 Equipment and IMIT.....	12
3.9 Financial Auditor.....	12
3.10 Third-Party Estimator.....	13
3.11 Municipal Approvals and Utility Providers.....	13
3.12 Site Considerations.....	13
4 AFFORDABILITY.....	14
4.1 Project Proposal Target Outturn Cost Threshold.....	14
4.2 Target Cost Estimate Calculation.....	14
5 PROJECT PROPOSAL REQUIREMENTS.....	15
5.1 Alliance Development Agreement.....	15
5.2 Submission Form and Content.....	15
6 SUBMISSION INSTRUCTIONS.....	16
6.1 Submission Times and Submission Location.....	16

6.2	Number of Copies	16
6.3	No Fax or Email Submission	16
6.4	Language of Submissions	17
6.5	Receipt of Complete RFP	17
6.6	Enquiries	17
6.7	Electronic Communication	18
6.8	Addenda.....	18
6.9	Definitive Record.....	19
6.10	Amendments to Project Proposals	19
6.11	Changes to Proponent Teams.....	19
6.12	Validity of Project Proposals	20
6.13	Material Change After Submission Time	20
6.14	Acceptable Equivalent.....	20
7	EVALUATION	22
7.1	Mandatory Requirements	22
7.2	Evaluation	22
7.3	Evaluation Process	23
8	SELECTION OF PREFERRED PROPONENT AND AWARD.....	26
8.1	Selection and Award.....	26
8.2	Final Draft PAA	26
8.3	Debriefs.....	27
8.4	Compensation for Participation in the Competitive Alliance Selection Process.....	27
8.5	Preferred Proponent Security Deposit.....	27
8.6	Return of Security Deposit.....	27
8.7	Retention of Security Deposit	28
9	CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE.....	29
9.1	Reservation of Rights to Disqualify.....	29
9.2	Relationship Disclosure	29
9.3	Use or Inclusion of Restricted Parties.....	29
9.4	Current Restricted Parties	30
9.5	Conflict of Interest Adjudicator.....	31
9.6	Request for Advance Decision	31
9.7	The Owner May Request Advance Decisions	31
9.8	Decisions Final and Binding	32
9.9	Shared Use	32

9.10	Exclusivity	32
10	RFP TERMS AND CONDITIONS	34
10.1	No Obligation to Proceed.....	34
10.2	No Contract.....	34
10.3	Freedom of Information and Protection of Privacy Act.....	34
10.4	Cost of Preparing the Project Proposal	34
10.5	Confidentiality of Information	34
10.6	General Reservation of Rights.....	35
10.7	No Collusion.....	36
10.8	No Lobbying.....	36
10.9	Ownership of Project Proposals	36
10.10	Disclosure and Transparency	36
10.11	Fairness Reviewer	37
10.12	Legal Advisor	38
10.13	Limitation of Damages	38
11	DEFINITIONS AND INTERPRETATION	40
11.1	Definitions	40
11.2	Interpretation.....	45
	APPENDIX A ADP RFP EVALUATION.....	47
1.	ADP RFP Evaluation.....	47
2.	Evaluation Scoring.....	49
3.	Determination of Preferred Proponent.....	52
	APPENDIX B PROJECT PROPOSAL REQUIREMENTS.....	53
	APPENDIX C PROJECT PROPOSAL DECLARATION FORM.....	54
	APPENDIX D RELATIONSHIP DISCLOSURE FORM.....	57
	APPENDIX E KEY RESULT AREAS.....	59
	APPENDIX F ENQUIRY FORM	60
	APPENDIX G INSURANCE UNDERTAKING – COMMERCIAL GENERAL LIABILITY.....	61
	APPENDIX H INSURANCE UNDERTAKING – PROFESSIONAL LIABILITY	62
	APPENDIX I INTERACTIVE PROCESS GUIDE.....	63
	APPENDIX J PREFERRED PROPONENT SECURITY DEPOSIT	64
	APPENDIX K INTERIM DRAFT PAA	66

APPENDIX L CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE 67

1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The Vancouver Island Health Authority (the “**Owner**”) is seeking to enter into a Project Alliance Agreement (the “**PAA**”) for the Cowichan District Hospital Replacement project (the “**Project**”).

The purpose of this Alliance Development Phase Request for Proposals (“**ADP RFP**”) is to invite eligible Proponents to participate collaboratively with the Owner in interactive processes (the “**Interactive Processes**”) and prepare and submit a detailed proposal (the “**Project Proposal**”). Based on these Interactive Processes and Project Proposals, the Owner intends to select, in accordance with the terms of this ADP RFP and the Alliance Development Agreement (the “**ADA**”), a Preferred Proponent to execute the PAA and work with the Owner as an integrated alliance team (the “**Project Alliance**”) to deliver the Project.

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through an Alliance Development Agreement Request for Proposals (“**ADA RFP**”) issued on April 1, 2021 by the Owner, the following Proponents are qualified to participate in this ADP RFP:

- Alliance Care Partners; and
- EllisDon + Parkin.

Only these two Proponents, subject to changes in Proponent Team Members as permitted by the ADP RFP, may submit Project Proposals, or otherwise participate in the ADP RFP.

2 ADP RFP

2.1 OVERVIEW

The purpose and scope of the Alliance Development Phase (“ADP”) is for the Proponents to perform the services in accordance with the ADP RFP and the ADA. The ADP will enable each Proponent to:

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

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

2.2 ESTIMATED TIMELINE

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

Table 1: ADP RFP Estimated Timelines

Activity	Timeline
Execution of ADAs and issue ADP RFP to Proponents	Week of July 19, 2021
ADP kick-off workshop	July 22, 2021
Submission time for Project Proposals	December 17, 2021
Selection of Preferred Proponent	March, 2022
Alliance Mobilization Works	March, 2022
PAA execution	May, 2022
Commissioning and occupancy	Spring 2026
First patient date	Fall 2026

This estimated timeline is subject to change at the discretion of the Owner. Refer to Appendix I for a detailed workshop and interactive process schedule.

2.3 INTERACTIVE PROCESSES

Although the ADP is a competitive process, the Owner will facilitate a highly collaborative and interactive process with each Proponent through the Interactive Processes. The Interactive Processes will include collaborative discussions relating to technical, management and commercial matters through workshops and topic meetings in accordance with the terms of the ADP RFP and ADA. The Interactive Processes are an integral part of the procurement and evaluation process as described in this ADP RFP. For the



Interactive Processes, the Owner, Infrastructure BC, and BCIB will each make available certain of their personnel, consultants, and advisors (the “**Owner’s Team**”). More detail on the Interactive Processes is available in Table 2 below and Appendix I.

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

The Interactive Processes will include:

Table 2: Interactive Processes

Workshop	Description
ADP Kick-off Workshop	ADP kickoff workshop that includes a walkthrough of the indicative design and procurement process clarification.
Alliance Foundation Workshops	The purpose of this workshop is to commence the development of the leadership and cultural foundation of a high-performing alliance.
Interim Alliance Leadership Team Meetings	Monthly interim Alliance Leadership Team (iALT) meetings with the Owner’s nominated Alliance Leadership Team members provided in Section 3.2.1. The meetings will be facilitated by PCI to establish governance practices, set direction, and to coordinate and monitor progress of the ADP to ensure Proponents produce high quality Project Proposals.
Technical Workshops and Collaborative Design Meetings	Interactive technical design workshops and collaborative meetings to assist Proponents in the development of their technical solution.
Commercial and Legal Workshops	A variety of workshops that will include topics such as Adjustment Event Guidelines, a briefing on the proposed limb 3 risk/reward regime, alliance insurance requirements and alignment on commercial and legal terms.
Target Cost Development	The purpose of the Target Cost Development Workshops is to review Proponent’s development of their Target Cost Estimate (“TCE”) including review and advice provided by the third-party estimator. It is in the interests of the Owner and all Proponents to identify at an early stage of the procurement whether the Project is affordable within the limit set out in Section 4.1. these

Workshop	Description
	workshops will also provide opportunity for Proponents to give early warning of any difficulty in staying within the TOC Threshold, and to permit the Owner and the Proponents to consider and implement steps so that the Competitive Alliance Selection Process can proceed with confidence that Project Proposals will be affordable.
Alliance Development Workshops	This workshop extends the work done in the Alliance Foundation Workshop to further strengthen the leadership and cultural foundation for a high-performance alliance.
Alliance Management Systems Workshops	The purpose of these workshops is to guide the development process of the Alliance Management System (the “AMS”) necessary to govern and operate the Project Alliance, such as alliance policies, procedures and management plans, alliance organizational structure, key performance indicator (“KPI”) development, and/or other deliverables as specified in the ADA and ADP RFP.
Workforce Development and Forecasting Workshop	Interactive workshops and collaborative meetings to assist Proponents in the development of a resource loaded project schedule and to review workforce supply information.

Further information about the Interactive Processes including evaluation details is available in Section 7.3.2 and Appendix I.

2.4 BUSINESS-TO-BUSINESS NETWORKING SESSION

The Owner intends to coordinate a session with the Proponents and local businesses (the “**Business-to-Business Networking Session**”) to provide an opportunity for:

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

The Business-to-Business Networking Session will be held in Duncan, BC. If circumstances prevent an in-person event, the Business-to-Business Networking Session will be held via a virtual platform.

2.5 DATA ROOM

The Owner will continue to use the established electronic data room (the “**Data Room**”) in which it will continue to place documents that the Owner has identified as relevant to the Project, and that may be useful to Proponents. The Owner makes no representation as to the relevance, accuracy, or



completeness of any of the information available in the Data Room and the indicative design should not be relied on by the Proponents, it is for illustrative and general guidance purposes only. The Owner will require Proponents to sign an agreement to keep information contained in the Data Room confidential prior to being granted access.

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

Proponents may request further information or testing be provided in accordance with the requirements set out in the ADA.

2.6 PROPONENT'S CONTACT REPRESENTATIVE

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

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

3 KEY PROJECT ELEMENTS

If there are any inconsistencies between the terms of the Final Draft PAA and the description or overview of those terms set out in this ADP RFP or the Interim Draft PAA, the terms of the Final Draft PAA will prevail.

The Preferred Proponent will be invited to enter into a PAA. Once executed, the PAA will supersede the ADA.

3.1 PROJECT ALLIANCE AGREEMENT

The Interim Draft PAA, attached as Appendix K, is substantially in the form agreed to as a result of the commercial alignment workshops during the ADA RFP. The Interim Draft PAA outlines how the non-owner participants (“**NOP(s)**”) and the Owner will share in the collective responsibility of the Project. This includes working collaboratively as an integrated Project Alliance to do all things necessary to:

- obtain all permits and approvals necessary for construction of the Facility;
- ensure the final design complies with the performance specifications and integrates the various building components;
- design and construct the Facility to accommodate the spaces, activities, functions, design features, adjacencies, equipment and information management and information technology (IMIT) that are described in Schedule 2 to the PAA;
- ensure the equipment and IMIT installation is coordinated with the building construction schedule;
- ensure the Facility is designed and constructed to obtain LEED® Gold Certification; and
- achieve substantial completion and occupancy by spring of 2026 to ensure first patient day in the fall of 2026.

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

3.2 PROJECT GOVERNANCE AND ALLIANCE STRUCTURE

The anticipated roles and responsibilities of the Alliance Leadership Team (the “**ALT**”), the Alliance Management Team (the “**AMT**”) and the Wider Project Team (the “**WPT**”) are described below. Further detail, including information about how a typical alliance is structured, is available in the Alliance Framework reference document posted in the Data Room.

3.2.1 Alliance Leadership Team

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

The Owner has nominated the following individuals as members of the ALT:

Table 3: Owner’s Team ALT Nominees

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

As defined in the PAA, a quorum for an ALT meeting requires the attendance of at least one ALT representative from each NOP and at least two representatives of the Owner. Attendance by Infrastructure BC and BCIB ALT representatives will not be required to form a quorum for an ALT meeting. The Interim Draft PAA includes further details on the ALT.

All decisions of the ALT must be unanimous, and each ALT representative must have the appropriate delegation of authority to bind its respective organization to all ALT decisions. The NOPs by executing the PAA will acknowledge and accept the role of Infrastructure BC and BCIB on the basis set out in the PAA.

3.2.2 Alliance Management Team and Wider Project Team Resources

The AMT, under the leadership of the Alliance Project Manager (the “**APM**”), is accountable to the ALT for ensuring that the Participants meet or exceed all agreed objectives while operating within the policies and delegations set by the ALT. The AMT will provide day-to-day management and leadership of the wider project team, ensuring duties and accountabilities of each team member are clear (including Participant-employed resources and subcontract resources).

The wider project team will be appointed by the APM and endorsed by the ALT on a Best for Project basis. The WPT will work within a fully integrated team structure where there will be no duplication of roles or systems and resources will be selected on a Best for Project basis. Each position will have clear accountability for specific outcomes and perform the services to meet or exceed agreed target outcomes as set by the APM.



The Owner, Infrastructure BC, and BCIB have provided details of qualified nominees as candidates for roles on the AMT and WPT on a Best for Project basis in the Data Room. These may include:

Table 4: Owner’s Team Resources

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

The Owner has engaged the following sub-consultants and intends to include them in the Project Alliance:

Table 5: Owner’s Team Sub-consultants

Organization	Anticipated Expertise
Island Health	Alliance coaching and facilitation Commissioning authority Heliport certification Asset management Medical gas certification Financial Auditor Third party estimator Physicist (radiation shielding)

3.2.3 Owner's Representative

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

3.3 PROJECT ALLIANCE OBJECTIVES

The Owner will assess, through the Key Result Area's (the "**KRAs**") and KPIs, the efficacy of the Project Alliance based on its ability to achieve the following objectives (the "**Project Alliance Objectives**"):

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

Further information about the Project Alliance Objectives is available in the Data Room.

3.4 KEY RESULT AREAS

KRAs will be directly linked to project outcomes, resulting in financial gainshare or painshare. The gainshare/painshare will be determined by performance against KPIs collaboratively developed between the Owner and Proponents during the ADP within the defined KRAs. The Owner has established the KRAs and indicative KPIs to achieve the Project Alliance Objectives as detailed in Appendix E.

The Owner will work with each Proponent individually through the AMS workshops to support development of proposed KPIs and performance targets for inclusion in the Project Proposal.

3.5 DESIGN ELEMENTS

Through the inclusion of design elements in the ADP RFP evaluation criteria, the Owner has incentivized Proponents to focus on the following aspects of the Project deemed most important to the Owner. The Owner will also incentivize the delivery of the design elements described in Appendix E through the design elements KRA.

Table 6: Design Elements

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

Design Element	Outcome
	<p>(i.e., expanded ambulatory care facilities, added beds, technology, structure, architecture, mechanical and electrical systems); and</p> <ul style="list-style-type: none"> • Considers the future of the immediate community that will develop around the hospital, including its fit with the civic neighbourhood and service to a range of users.

3.6 ALLIANCE MANAGEMENT SYSTEM

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

During the ADP the Owner will work with each Proponent to assist each Proponent in developing portions of the AMS, including the draft management plans to be included in the Project Proposal. Further AMS development and approval will be required after execution of the PAA. The AMS will be developed by the AMT under the guidance of the ALT and may draw on pre-existing procedures and policies from the Participants.

Appendix B includes information on which management plans are to be substantially developed during the ADP. The Interim Draft PAA also provides further detail regarding the AMS.

3.6.1 Respect in the Workplace

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

3.7 COMMUNITY BENEFITS

The Community Benefits Agreement (the “CBA”) between BCIB and the Allied Infrastructure and Related Construction Council of BC will apply to the Project.

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

Pursuant to an employee supply agreement to be entered into between the Owner and BCIB, BCIB will provide the relevant labour force for applicable NOPS and subcontractors working on the Project.



Applicable NOPs and subcontractors to the Project Alliance will be required to enter into contracts with BCIB for the supply of labour.

The Owner and BCIB are finalizing terms that will be appended to the CBA for the Project that will detail the scope that is included and excluded from the CBA.

Once complete, the final project appendix will be made available to Proponents in the Data Room.

3.7.1 BCIB Contractor and Subcontractor Agreements

Each construction-related NOP who will require Employees will enter into a BCIB-Contractor Agreement (BCA) with BCIB. Each BCA will set out, among other things, the terms and conditions by which BCIB will supply Employees to the NOP. Subject to the CBA project appendix, each subcontractor that will require Employees will enter into a BCIB-Subcontractor Agreement (BSA) with BCIB, which will set out, among other things, the terms and conditions by which BCIB will supply Employees to the subcontractor. The draft BCA and draft BSA will be developed through workshops during the ADP.

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

3.8 EQUIPMENT AND IMIT

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

The equipment and IMIT lists are included as appendices to Schedule 2 to the Interim Draft PAA. Schedule 2 outlines categories of responsibility for equipment and IMIT. Schedule 2 also details which equipment and IMIT related costs will form part of the TOC and which costs will remain as Owner's costs outside of the TOC.

The Participants will be required to coordinate Owner provided equipment installation, including equipment transferred from the existing hospital, with the building construction schedule. All equipment that is required for the Project is expected to be installed prior to substantial completion of the Facility unless otherwise noted in the PAA.

3.9 FINANCIAL AUDITOR

The Owner has appointed Deloitte LLP (the "**Financial Auditor**") as the Financial Auditor to conduct the Establishment Audit process during the ADP and ongoing auditing services for the Project Alliance to ensure the financial transactions between the Participants comply with the PAA. In addition, the Financial Auditor will be responsible for certifying payment per the PAA. Details on the Financial Auditor scope of services are included in the Data Room.

3.10 THIRD-PARTY ESTIMATOR

The Owner has appointed SSA Quantity Surveyors Ltd. as the third-party Estimator (“TPE”) to provide independent advice on development of the TCE, seeking to ensure that the proposed TOC meets the requirements of the PAA. The TPE will engage with Proponents during the Interactive Processes and as the TCE is developed to assist Proponents in identifying and resolving any issues. Details of the TPE scope of services will be provided in the Data Room.

3.11 MUNICIPAL APPROVALS AND UTILITY PROVIDERS

In accordance with the PAA, the Participants will be responsible for installation of all required utilities as well as obtaining and paying for all permits and approvals required for the design and construction of the Facility, and to ensure that the design for the Facility complies with the applicable zoning and related municipal requirements.

The Owner has initiated preliminary discussions with the local utility providers (BC Hydro, Fortis, etc.) and the Municipality with respect to the Municipality’s requirements for the Project regarding the following:

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

The Participants will have the responsibility to obtain a development permit from the Municipality as required for the design of the Facility, and to obtain the Municipality’s approval for utility connections and other matters.

The Proponents will have the opportunity to meet with Municipal and utility representatives and may request these meetings prior to the Submission Time to obtain information they may require for the preparation of their Project Proposals. Proponent meetings with the utility providers and Municipality may include an Owner representative and will be coordinated through the Contact Person.

The utility providers and Municipality will not respond directly to questions from the Proponents regarding the Project. All such requests for information from utility providers and the Municipality are to be submitted to the Contact Person as outlined in Section 6.6.

3.12 SITE CONSIDERATIONS

If requested, the Owner will facilitate a site meeting with the Proponents.

4 AFFORDABILITY

A key objective of the Competitive Alliance Selection Process is to achieve the Project scope while meeting the Project's estimated target outturn cost threshold (the "**TOC Threshold**").

4.1 PROJECT PROPOSAL TARGET OUTTURN COST THRESHOLD

The Owner has identified a TOC Threshold for the purposes of proposal evaluation in accordance with Appendix A. The TOC Threshold is currently estimated to be \$670,000,000. The current TOC Threshold estimate comprises the following components:

- (a) Design and construction costs of \$632,000,000 for activities currently expected to be performed or procured by the NOPs;
- (b) Owner Alliance Costs currently estimated at \$38,000,000, comprising \$25,000,000 for Owner staff and consultants expected to work in the Project Alliance team, and \$13,000,000 for procurement of furniture and equipment (excluding Owner purchased medical equipment). This estimate may be updated as the Owner's costs develop further.

The TOC Threshold includes provisions for risks and opportunities of the type that the Owner expects to share.

In developing its Project Proposal TOC each Proponent will form its own views of the approach likely to offer Best for Project outcomes, hence may elect to incorporate Owner resources into its Project Proposal which differ from those assumed in the updated estimate of Owner Alliance Costs mentioned above (i.e. greater or less reliance on Owner resources than anticipated in the estimate).

The Project Proposal TOC proposed by each Proponent will comprise its estimate of design and construction costs performed or procured by the NOPs, plus its estimate of the Best for Project Owner Alliance Costs, using unit cost rates for Owner Alliance Costs consistent with rates advised by the Financial Auditor and the updated estimate.

Project approvals by the Province are based on the TOC Threshold. The Project Proposal TOC proposed by each Proponent will be compared against the TOC Threshold for the purposes of evaluation, as described in Appendix A.

4.2 TARGET COST ESTIMATE CALCULATION

Each Proponent should build up its target cost estimate (TCE) using "Form A1 - Build-Up of TCE.xls" provided by the Owner in the Data Room and will submit the completed Form A1 with the Project Proposal.

5 PROJECT PROPOSAL REQUIREMENTS

5.1 ALLIANCE DEVELOPMENT AGREEMENT

As a condition of participating in this ADP RFP, each Proponent must have executed the ADA with the Owner. Proponents will not be permitted to participate further in the Competitive Alliance Selection Process until they have signed and delivered the ADA.

5.2 SUBMISSION FORM AND CONTENT

Project Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Project Proposal.

6 SUBMISSION INSTRUCTIONS

6.1 SUBMISSION TIMES AND SUBMISSION LOCATION

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

- (a) the Project Proposal Requirements described in Appendix B of this ADP RFP;
- (b) a completed Project Proposal Declaration Form in the form attached as Appendix C of this ADP RFP; and
- (c) a completed Relationship Disclosure Form in the form attached as Appendix D of this ADP RFP.

6.2 NUMBER OF COPIES

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

6.2.1 Electronic Copy

To facilitate the Owner’s evaluation, Proponents should provide the electronic copy of their Project Proposal in a number of separate files. As a minimum breakdown, and with reference to Appendix B of this ADP RFP, Proponents should provide individual files as follows:

- (a) Entire consolidated submission
- (b) Package 1: Transmittal Package
- (c) Package 2: Nominated Team
- (d) Package 3: Project Alliance Objectives
- (e) Package 4: Target Cost Estimate

6.3 NO FAX OR EMAIL SUBMISSION

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

6.4 LANGUAGE OF SUBMISSIONS

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

6.5 RECEIPT OF COMPLETE RFP

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

6.6 ENQUIRIES

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

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

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

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

Confidence”, the Owner may provide a response to such Enquiry to both Proponents;
and

- 2) if the Owner determines there is any matter which should be brought to the attention of both Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to both Proponents.

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

6.7 ELECTRONIC COMMUNICATION

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

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

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

6.8 ADDENDA

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

Person is authorized to amend or clarify this ADP RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this ADP RFP. The Owner will provide a copy of all Addenda to both Proponents.

6.9 DEFINITIVE RECORD

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

6.10 AMENDMENTS TO PROJECT PROPOSALS

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

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

6.11 CHANGES TO PROPONENT TEAMS

If for any reason a Proponent wishes or requires to add, remove or otherwise change a Proponent Team Member after it was shortlisted by the Owner under the RFQ or the ADA RFP, or there is a material change in ownership or control of a Proponent Team Member (which includes the ability to direct or cause the direction of the management actions or policies of a Proponent Team Member), or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team Members, then the Proponent must submit a written application to the Owner for approval, including supporting information that may assist the Owner in evaluating the change, including any information that would have been required under the RFQ or ADA RFP in respect of the relevant Proponent Team Member. The Owner, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Owner will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponent. For clarity:

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

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

In addition to changes under this Section 6.11, the Proponent may submit the written application to make a change to its Proponent Team along with their Project Proposal, as set out in Appendix B. For clarity,

any information provided under this Section 6.11 may be taken into account in evaluating the Project Proposal as set out in Appendix B.

6.12 VALIDITY OF PROJECT PROPOSALS

By submitting a Project Proposal, each Proponent agrees that:

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

A Proponent may indicate in its Project Proposal a Proposal Validity Period that exceeds 120 days.

6.13 MATERIAL CHANGE AFTER SUBMISSION TIME

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

6.14 ACCEPTABLE EQUIVALENTS

The Alliance Works and Project Description is intended to generally be performance-based, but includes some specific requirements related to design and construction, such as room types and sizes, adjacencies, access requirements, products, materials, equipment and building systems (including structural, foundation, mechanical (HVAC), information technology and electrical) that the Owner considers are important to meet the Project Alliance Objectives. However, the Owner wishes to provide some flexibility for Proponents to propose equivalents that when considered by the Owner, in its discretion, continue to meet the Project Alliance Objectives (each an “**Acceptable Equivalent**”).

A Proponent may submit an Enquiry marked “Commercial in Confidence – Acceptable Equivalent” that identifies the applicable section(s) in the Alliance Works and Project Description that contains the requirement(s) and the Proponent’s proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Project Alliance Objectives, along with supporting materials. The Owner may, in its discretion, request clarification, further information or additional supporting materials for the proposed equivalent.

The Owner may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the proposed equivalent is acceptable subject to the Proponent’s compliance with any conditions identified by the Owner;
- (c) respond to indicate that the Owner does not consider the proposed equivalent to be acceptable;
- (d) request clarification, further information or additional material;
- (e) not respond to the Enquiry; or
- (f) provide any other response in accordance with Section 6.6.

The provisions of Section 6.6 relating to “Commercial in Confidence” Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Owner’s determination if there is a matter which should be brought to the attention of both Proponents.

If the Owner responds to a “Commercial in Confidence – Acceptable Equivalent” Enquiry, or responds to any Enquiry that is not “Commercial in Confidence”, regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, a Proponent may make its Project Proposal on the basis of the response, and the use of the Acceptable Equivalent will not in and of itself be a failure to meet the requirements set out in Appendix B.

Unless the Owner responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix B and that the Owner may reject the Project Proposal or take the proposed equivalent into account in evaluating the Project Proposal.

The Owner will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to the other Proponent.

Following selection of the Preferred Proponent, the PAA will, in accordance with Section 8.2, be amended to include all Acceptable Equivalents used by that Preferred Proponent, or negotiated by the Owner and the Preferred Proponent, whether or not proposed by any other Proponent.

7 EVALUATION

7.1 MANDATORY REQUIREMENTS

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

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

7.2 EVALUATION

The Owner has established evaluation criteria throughout the Competitive Alliance Selection Process on which Proponents will be evaluated and scored. The Owner will evaluate Project Proposals and Interactive Processes by application of the evaluation criteria summarized below and provided in detail in Appendix A. It is intended that, in accordance with Table 7, certain evaluation scores from each stage will be carried forward into the next stage and may, at the Owner’s discretion, be re-evaluated where new information becomes available, through a subsequent submission from a Proponent or as part of the Interactive Processes.

Refer to Table 7 for a summary of evaluation criteria and weightings by each phase of the Competitive Alliance Selection Process.

Table 7: Summary of Evaluation Criteria and Weightings by Phase

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

7.3 EVALUATION PROCESS

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

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

The Owner will not evaluate a Project Proposal or consider the Interactive Processes further if the Project Proposal has been rejected, or if the applicable Proponent has been disqualified, in accordance with this ADP RFP.

7.3.1 Evaluation of Project Proposal and Interactive Processes

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any Proponent Team Member;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Project Proposal or the Interactive Processes;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Project Proposals or provided in the Interactive Processes, during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Project Proposal and any other persons (including persons other than those listed by Proponents

in any part of their Project Proposal) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Alliance Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Project Proposals and the Interactive Processes;

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

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

To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of both Proponents and Project Proposals or Interactive Processes, or in respect of any Proponent, including the Proponent whose Project Proposal or Interactive Processes is the subject of the review or evaluation, as the case may be.

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

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

If any information, including information as to experience or capacity, contained in a Project Proposal or the Interactive Processes is not verified to the Owner's satisfaction, the Owner may, in its discretion, request verification of any information, and if the verification is not to the Owner's satisfaction, the Owner may decline to consider the information.

The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this ADP RFP, or in connection with any Proponent, Project Proposal, or any part of any Project Proposal, and the Interactive Processes.

7.3.2 Evaluative Interactive Processes

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

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

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

Further information about the Interactive Processes is available in Appendix I.

8 SELECTION OF PREFERRED PROPONENT AND AWARD

8.1 SELECTION AND AWARD

If the Owner selects a Preferred Proponent, the Proponent with the highest combined score based on their Interactive Processes and Project Proposal will be selected as the Preferred Proponent. The Owner will invite the Preferred Proponent to finalize and execute the PAA, based on the Preferred Proponent's Project Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Project Proposals and Interactive Processes.

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

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- (b) inviting the other Proponent to enter into discussions to reach final agreement for completing the Project.

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

8.2 FINAL DRAFT PAA

It is the intention of the Owner that:

- (a) any issues with respect to the Interim Draft PAA will be discussed during the Interactive Processes and considered and addressed prior to issuance of the Final Draft PAA; and
- (b) once issued, the Final Draft PAA will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
 - (1) relating to the determination by the Owner, in its discretion, of which parts, if any, of the Project Proposal are to be incorporated by reference or otherwise into the PAA, or otherwise pursuant to express provisions of the PAA;
 - (2) to those provisions or parts of the Final Draft PAA that are indicated as being subject to completion or finalization, or which the Owner determines, in its discretion, require completion or finalization.
 - (3) required by the Owner to complete, based on the Project Proposal, any provision of the Final Draft PAA;

- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 6.14.

The Owner also reserves the right, in its discretion, to negotiate changes to the Final Draft PAA and to the Preferred Proponent's Project Proposal.

Upon Contract Execution, the PAA, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the ADP RFP and the Preferred Proponent's Project Proposal.

8.3 DEBRIEFS

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

8.4 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE ALLIANCE SELECTION PROCESS

Payment for participation in the ADP RFP of the Competitive Alliance Selection Process is in accordance with the ADA.

8.5 PREFERRED PROPONENT SECURITY DEPOSIT

Subject to the terms of this ADP RFP:

- (a) the Owner will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Owner, such date not to be earlier than five Business Days after notification of the appointment of the Preferred Proponent; and
- (b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Owner on or before the date and time specified by the Owner.

8.6 RETURN OF SECURITY DEPOSIT

Subject to Section 8.7, the Owner will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 Business Days after receipt by the Owner of notice of demand from the Preferred Proponent, if:

- (1) the Owner exercises its right under Section 10.1 to terminate this ADP RFP prior to entering into the PAA for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - (2) the Owner fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft PAA finalized by the Owner in accordance with Section 8.2, provided that such failure is not the result of:
 - i. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft PAA; or
 - ii. any extensions to the Proposal Validity Period arising from any agreement by the Owner to negotiate changes to the Final Draft PAA pursuant to Section 8.2; or
- (b) within 10 Business Days after Contract Execution with such Preferred Proponent.

8.7 RETENTION OF SECURITY DEPOSIT

Notwithstanding any receipt by the Owner of the notice described in Section 8.6, the Owner may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Owner's own use as damages, if:

- (a) the Proponent or any Proponent Team Member is in material breach of any term of this ADP RFP or the ADA; or
- (b) after receipt of written notice from the Owner:
 - (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft PAA finalized by the Owner in accordance with Section 8.2; or
 - (2) Contract Execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Owner,

unless:

- (3) any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- (4) the Preferred Proponent demonstrates to the Owner's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the PAA for a continuous period of 180 days as if the PAA was in force and effect.

9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

9.1 RESERVATION OF RIGHTS TO DISQUALIFY

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

9.2 RELATIONSHIP DISCLOSURE

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

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

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

9.3 USE OR INCLUSION OF RESTRICTED PARTIES

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

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

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

9.4 CURRENT RESTRICTED PARTIES

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

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

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

9.5 CONFLICT OF INTEREST ADJUDICATOR

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

9.6 REQUEST FOR ADVANCE DECISION

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

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

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

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

9.7 THE OWNER MAY REQUEST ADVANCE DECISIONS

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

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

9.8 DECISIONS FINAL AND BINDING

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

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

9.9 SHARED USE

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

No Shared Use Persons have been identified for this Project.

9.10 EXCLUSIVITY

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

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

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

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

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

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

9.10.1 Exclusivity – the Owner May Request Advance Decisions

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

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

9.10.2 Exclusivity – Decisions Final and Binding

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

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

10 RFP TERMS AND CONDITIONS

10.1 NO OBLIGATION TO PROCEED

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

10.2 NO CONTRACT

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

10.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

10.4 COST OF PREPARING THE PROJECT PROPOSAL

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

10.5 CONFIDENTIALITY OF INFORMATION

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

applicable legislation, all documents and other records submitted in response to this ADP RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

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

10.6 GENERAL RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Alliance Selection Process at any time for any reason;
- (b) accept or reject any Project Proposal based on the Owner’s evaluation of the Project Proposals and the Interactive Processes in accordance with Section 7 and Appendix A, and in particular the Owner is not obliged to select the Project Proposal with the lowest Adjusted TOC.
- (c) reject a Project Proposal that fails to meet the Mandatory Requirements;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to an Project Proposal or failure to comply with the requirements of this ADP RFP except for Mandatory Requirements, and accept that Project Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this ADP RFP would otherwise render the Project Proposal null and void;
- (e) reject, disqualify or not accept any or all Project Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members, except as set out in the ADA;
- (f) re-advertise for new Project Proposals to this or a modified ADP RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this ADP RFP;
- (h) negotiate any aspects of a Proponent’s Project Proposal;
- (i) extend the time available for any Interactive Processes for one or both Proponents; and
- (j) amend, from time to time, any date, time period or deadline provided in this ADP RFP, upon written notice to both Proponents.

10.7 NO COLLUSION

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

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

10.8 NO LOBBYING

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

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

10.9 OWNERSHIP OF PROJECT PROPOSALS

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

10.10 DISCLOSURE AND TRANSPARENCY

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

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

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

Following ADA Execution, the Owner expects to publicly disclose:

- (d) the Fairness Reviewer's report.

Following Contract Execution, the Owner expects to publicly disclose:

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

Each Proponent agrees that:

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

10.11 FAIRNESS REVIEWER

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

The Fairness Reviewer will be:

- (a) provided with full access to all documents, meetings and information related to the evaluation processes under this ADP RFP that the Fairness Reviewer, in its discretion, decides is required; and

- (b) kept fully informed by the Owner of all documents and activities associated with this ADP RFP.

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

10.12 LEGAL ADVISOR

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

10.13 LIMITATION OF DAMAGES

Subject to the provisions of the ADA, each Proponent on its own behalf and on behalf of the Proponent Team and any Proponent Team Member:

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

- (1) if the Owner accepts a non-compliant submission or otherwise breaches or fundamentally breaches the terms of this ADP RFP or the Competitive Alliance Selection Process; or
- (2) if the Project or Competitive Alliance Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this ADP RFP or both) or the Owner exercises any rights under this ADP RFP.

11 DEFINITIONS AND INTERPRETATION

11.1 DEFINITIONS

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

In this ADP RFP:

“Acceptable Equivalent” has the meaning set out in Section 6.14.

“ADA” has the meaning set out in Section 1.1.

“ADA RFP” has the meaning set out in Section 1.2.

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

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

“Adjusted TOC” has the meaning set out in Appendix A.

“Adjustment Event” has the meaning set out in the Final Draft PAA.

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

“ADP RFP” means this request for proposals including all appendices, as may be amended by Addenda.

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

(a) a corporation and

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

(b) two corporations, if

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

- 3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
 - (d) a partnership and a majority-interest partner of the partnership;
 - (e) two partnerships, if
 - 1) the same person is a majority-interest partner of both partnerships,
 - 2) a majority-interest partner of one partnership is affiliated with each member of a majority-interest group of partners of the other partnership, or
 - 3) each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
 - (f) a person and a trust, if the person
 - 1) is a majority-interest beneficiary of the trust, or
 - 2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and
 - (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
 - 1) a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
 - 2) a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority-interest group of beneficiaries of the other trust, or
 - 3) each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

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

“Alliance Works and Project Description” means the works described in Schedule 2 to the Interim Draft PAA.

“ALT” has the meaning set out in Section 3.2.

“AMS” has the meaning set out in Section 3.6.

“AMT” has the meaning set out in Section 3.2.

“**APM**” has the meaning set out in Section 3.2.2.

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

“**build-up of TCE**” means the form in which Proponents are to provide the Owner costing of the Project and the calculation of the TCE as set out in Section 4 and Appendix B.

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

“**Business-to-Business Networking Session**” has the meaning set out in Section 2.4.

“**CBA**” has the meaning set out in Section 3.7.

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

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

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

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

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

“**Data Room**” has the meaning set out in Section 2.5.

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

- a) to ensure that all prospective 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.

“**Employee**” has the meaning set out in the Community Benefits Agreement.

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

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

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

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

“Final Draft PAA” means the final draft project alliance agreement reflecting all amendments agreed as part of the ADP and as posted in the Data Room.

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

“GST” means Goods and Services Tax.

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

“Infrastructure BC” means Infrastructure BC Inc.

“Interactive Processes” has the meaning set out in Section 1.1.

“Interim Draft PAA” means the draft PAA labeled “Interim Draft PAA” attached as Appendix K .

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

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

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

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

“Municipality” means the Municipality of North Cowichan.

“NOP(s)” means non-owner participant(s).

“Owner” means the Vancouver Island Health Authority.

“Owner’s Representative” has the meaning set out in Section 3.2.3.

“Owner’s Team” has the meaning set out in Section 2.3.



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

“**PCI**” means PCI Group Pty Inc.

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

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

“**Preferred Proponent Security Deposit**” means an irrevocable letter of credit in the amount of \$500,000 in the form set out in Appendix J or in such other form acceptable to the Owner in its discretion.

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

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

“**Project Alliance Objectives**” has the meaning set out in Section 3.3.

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

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

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

“**Project Proposal TOC**” means the Proponent’s target outturn cost for the Alliance Works, derived from the Proponent’s TCE as described in section 2(e) of Appendix A, which the Proponent proposes as the TOC for the purposes of the PAA.

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

“**Proponent Team**” means:

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

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

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

“Proposal Validity Period” has the meaning set out in Section 6.12.

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

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

“Request for Qualifications” or **“RFQ”** means the request for qualifications issued to the market for the Project on December 18, 2020.

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

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

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

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

“TCE” means the estimate build-up developed by the Proponent and submitted in Form-A1, which forms the basis of the Proponent’s TOC as described in section 2(e) of Appendix A.

“TOC” means the Project Proposal TOC accepted by the Owner for Participants to perform their obligations under the PAA.

“TOC Threshold” has the meaning set out in Section 4.1

“TPE” has the meaning set out in section **Error! Reference source not found.**

“WPT” has the meaning set out in Section 3.2.

11.2 INTERPRETATION

In this ADP RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner which may be exercised for purposes connected with this ADP RFP or otherwise in the interests of the Owner;

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

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

APPENDIX A ADP RFP EVALUATION

1. ADP RFP EVALUATION

The Owner will evaluate the Project Proposals and each Proponent's participation in the Interactive Processes in accordance with this Appendix A.

Subject to the terms of this ADP RFP and the ADA, the Owner will collectively evaluate each Project Proposal and each Proponent's participation in the Interactive Processes to determine whether the Owner is satisfied that the Project Proposal and demonstrated behaviours in the Interactive Processes substantially meet the following requirements:

- (a) the provisions of this ADP RFP, including the requirements set out in:
 - (1) Appendix B of this ADP RFP; and
 - (2) the Final Draft PAA;
- (b) demonstration that the Proponent has a good understanding of the Project, the Project Alliance principles and obligations of the Participants under the PAA;
- (c) demonstration that the Proponent is capable of:
 - (1) performing the obligations and responsibilities of the Participants; and
 - (2) delivering the Project in accordance with the PAA; and
- (d) the Proponent has the financial capacity to meet the obligations of the Project.

If the Owner is not satisfied that the Project Proposal and the Proponent's participation in the Interactive Processes, substantially meets the above requirements, the Owner may reject the Project Proposal and not evaluate it further.

If a Proponent's Project Proposal has not been rejected, the Owner will evaluate and score each Project Proposal and the Interactive Processes against the criteria described in Table 8 of this Appendix A. Table 8 describes these criteria and indicates the weightings for each criterion.

Table 8: Evaluation Criteria and Weighting

Criteria	Evaluation Criteria	Weighting	ADP RFP Component Evaluated	
			Project Proposal	Interactive Processes
Criteria 1 – Relevant Corporate Experience and Track Record	Corporate experience and performance in technically comparable work	N/A		N/A
	Corporate experience and performance in collaborative contracts			
	Indigenous participation, apprenticeships and development of a diverse workforce			
Criteria 2 - Personal Experience and Demonstrated Performance of Nominated Team	Key Individuals: <ul style="list-style-type: none"> ▪ Alliance Leadership Team ▪ Alliance Project Manager ▪ Alliance Management Team ▪ Wider Project Team 	10%	✓	✓
	Organizational structure		✓	
	Succession planning		✓	
Criteria 3 – Approach to Achieving the Project Alliance Objectives	Approach to achieving technical solution	35%	✓	
	Approach to achieving Project Alliance Objectives		✓	
	Achievement of design elements		✓	
	Approach to developing a high-performing one-team culture		✓	

Criteria	Evaluation Criteria	Weighting	ADP RFP Component Evaluated	
			Project Proposal	Interactive Processes
Criteria 4 - Demonstrated Leadership and Collaborative Behaviours in Action¹	Demonstrated leadership capabilities of the ALT	25%		✓
	Demonstrated leadership and management capabilities of the nominated APM			✓
	Demonstrated leadership and management capabilities of the AMT and WPT Nominees			✓
	Fair and reasonable behaviour demonstrated in Commercial Alignment Workshops			✓
	Overall evidence of capacity to be a high-performance team			✓
Criteria 5 - Target Cost Estimate	Adjusted TOC.	30%	✓	
Total		100%		

2. EVALUATION SCORING

Proposals that have not been rejected will be scored according to the following process:

a) **Criteria 1 – Relevant Corporate Experience and Track Record**

Criteria 1 will not be assessed as part of the ADP RFP.

¹ Criteria 4 will be evaluated solely through the Interactive Processes prior to Submission Time, scores obtained during the ADA RFP will be adjusted as new information becomes available.

b) Criteria 2 – Personal Experience and Demonstrated Performance of Nominated Team

Organizational structure and approach to developing a high-performing one-team culture will be scored and awarded points based on the level of achievement of the criteria. The Owner will evaluate information provided in the Project Proposal as described in Appendix B, with points awarded for how effectively the Project Proposal demonstrates the Proponent's understanding of the Project and responsibilities of the Participants.

Key Individuals will be evaluated ONLY if there is a change to the Proponent Team Member (e.g., a proposed new Key individual) or if new information becomes available through the Interactive Processes. If there is no change to the Proponent Team Member or new information received, the Proponent's Criteria 2 scores from the ADA RFP will be carried forward to the ADP RFP.

If there is a proposed change to the Proponent Team Member that has not previously been approved by the Owner pursuant to Section 6.11, the Proponent's Project Proposal will be accompanied with a written application in accordance with Section 6.11, requesting a change to Proponent Team Member. The Owner will review the requested change to Proponent Team Member and will grant or refuse the change prior to evaluating. Should the change to the Proponent Team add NOPs or impact Guarantor(s), Proponents will provide relevant financial information in accordance with **Error! Reference source not found.** below to allow the Owner to complete the required a financial capacity assessment for each potential NOP.

c) Criteria 3 – Approach to Achieving the Project Alliance Objectives

Criteria 3 will be scored and awarded points based on the level of achievement of the criteria in Table 8. The Owner will evaluate information provided in the Project Proposal as described in Appendix B, Project Proposal Requirements. Points will be awarded for how effectively the Project Proposal responds to the design and technical requirements set out in Schedule 2 [Alliance Works and Project Description] to the Final Draft PAA in a manner consistent with the evaluation criteria described in Table 8.

d) Criteria 4 – Demonstrated Leadership and Collaborative Behaviours in Action

Criteria 4 will be evaluated solely through the Interactive Processes during this ADP RFP. The Owner will evaluate each Proponent in relation to Criterion 4 as outlined in Table 8 through the course of the Interactive Processes throughout the ADP. Each Interactive Process assessment will contribute to the Proponent's final scoring which the Owner will conclude prior to receiving Proponent's Project Proposal.

The purpose of the Criteria 4 evaluation is to enable the Owner's Team to evaluate its experience collaborating with each Proponent on various technical and behavioural aspects of delivering the Project Alliance. The Owner will evaluate the Proponent's nominated Key Individuals, and overall approach, capability and ability to demonstrate leadership and collaborative behaviours in action. To this end, the Owner will assess the following characteristics throughout the Interactive Processes:

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

e) Criteria 5 – Project Proposal TOC

The build-up of the TCE must be in Form A-1 and include an outturn cost probability S-curve based on a Monte Carlo uncertainty analysis and the TOC for the final Project Proposal must be the point on the outturn cost probability S-curve that matches a confidence level of 50% (the "P50" point).

The evaluation of Proponent's Project Proposal TOC will be on an adjusted basis (the "Adjusted TOC") as described below. The Owner anticipates that the Interactive Processes will enable resolution of any concerns which might otherwise lead to TOC adjustments for the purposes of evaluation.

Criteria 5 will be evaluated on the Proponent's Adjusted TOC, comprising the proposed TOC, and any adjustments required for the purposes of evaluation. The proposed TOC will be adjusted to reflect any:

- material scopes of work not included in the Project Proposal.
- differences in profiles of Adjustment Events in the Project Proposal and those anticipated by the Owner in the TOC Threshold.
- P50 requirements.

Proponents should note that, subject to any rights under this RFP, the TOC proposed by the Preferred Proponent in its Project Proposal will be the TOC used in the executed PAA, notwithstanding that an Adjusted TOC is used for the purposes of evaluation.

Once both Proponents' Adjusted TOCs have been determined, the Adjusted TOCs will be scored according to the following process:

- A) Where the Adjusted TOC for one or both Proponents is less than or equal to the TOC Threshold ($TOC_{Threshold}$):
- i. The low Adjusted TOC (TOC_{low}) will receive a score of 30 allocated to criterion 5; and
 - ii. Using reduction factors to reduce the score for an Adjusted TOC which is above the TOC Threshold, the score allocated for criterion 5 for the high Adjusted TOC (TOC_{high}) will be calculated as per the following formula:

➤ **$30 \times (1 - ((TOC_{high} - TOC_{low}) / TOC_{low})) \times RF$** , where:

RF (Reduction Factor) = $1 - (7 \times (TOC_{High} - TOC_{Threshold}) / TOC_{Threshold})$, but cannot be more than 1.0 or less than 0.0 (i.e. if this formula calculates as >1.0 , then $RF = 1.0$, and if this formula calculates as <0.0 , then $RF = 0.0$)

- B) Where the Adjusted TOC for both Proponents is higher than the TOC Threshold:

Subject to Section 7.3, the Owner reserves the right to evaluate any Project Proposal where the TOC Threshold requirements have not been met, but will do so only in the event that the Adjusted TOCs for both Proponents are above the TOC Threshold.

3. DETERMINATION OF PREFERRED PROPONENT

The Proponent with the highest combined score based on its Project Proposal and Interactive Processes will be selected as the Preferred Proponent. If as a result of the foregoing scoring, two or more Proponents have equal scores, the Proponent with the lowest Adjusted TOC will be the Preferred Proponent.

APPENDIX B PROJECT PROPOSAL REQUIREMENTS

Posted in the Data Room



APPENDIX C PROJECT PROPOSAL DECLARATION FORM

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

[ADP RFP Proponent's Letterhead]

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

Attention: Catherine Silman

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

1. Submission

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

2. Acknowledgements with Respect to the ADP RFP

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

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

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

Any firm mentioned in the Project Proposal should be included in the table above.



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

Any individuals mentioned in the Project Proposal should be included in the table above.

PROPONENT'S CONTACT REPRESENTATIVE

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

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



APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

NAME OF PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:

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



APPENDIX E KEY RESULT AREAS

Posted in the Data Room

APPENDIX F ENQUIRY FORM

ENQUIRIES

Cowichan District Hospital Replacement Project

Request Number: _____

Proponent Team: _____

Date: _____

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

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:

APPENDIX 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 Proponent submitting a Project Proposal to the ADP RFP for the Cowichan District Hospital Replacement Project:

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

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

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

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

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

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

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

APPENDIX H INSURANCE UNDERTAKING – PROFESSIONAL LIABILITY

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

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Proponent submitting a Project Proposal to the ADP RFP for the
Cowichan District Hospital Replacement Project:

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

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

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

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

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

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

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

APPENDIX I INTERACTIVE PROCESS GUIDE

Provided as a separate copy to each Proponent.



APPENDIX J PREFERRED PROPONENT SECURITY DEPOSIT

[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by, or confirmed by, a Canadian chartered bank acceptable to the Owner, in its discretion, and be callable at the bank's counters in Victoria, British Columbia.]

TO: [Insert Authority Name]

<>

(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO: __

Dear Sirs:

At the request of our client, _____ (the Customer), we hereby issue in your favour our irrevocable letter of credit No. _____ (Letter of Credit) for a sum not exceeding in the aggregate [Insert Value in Words] (CDN \$[Insert Value]) effective immediately.

This bank will immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$[Insert Value] upon your written demand(s) for payment being made upon us at our counter during normal business hours, **[Note: insert address of Bank in Victoria, British Columbia]**, Canada referencing this irrevocable Letter of Credit No. _____ dated _____.

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
- (b) the Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We will honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.

All banking charges are for the account of the Customer.



This Letter of Credit will remain in full force and effect and, unless renewed, will expire at the close of business on [Insert Date].

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 20 Business Days before the expiry date.

Authorized Signatory

Authorized Signatory



APPENDIX K INTERIM DRAFT PAA

Posted in the Data Room



APPENDIX L CONSTRUCTION INSURANCE UNDERWRITING QUESTIONAIRRE

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