



Request for Proposals

New Surrey Hospital and BC Cancer Centre Project

Final – As Issued | June 30, 2022

SUMMARY OF KEY INFORMATION

RFP TITLE	The title of this RFP is: RFP – New Surrey Hospital and BC Cancer Centre Project Proponents should use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Emily Suchy Email: emily.suchy@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 at an early date and: <ul style="list-style-type: none"> ▪ for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submissions ▪ for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is 5 Business Days before the Submission Time for Financial Submissions to permit consideration by the Authority; the Authority may, at 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 FOR TECHNICAL SUBMISSIONS	February 23, 2023, 11:00am Pacific Time
SUBMISSION TIME FOR FINANCIAL SUBMISSIONS	May 30, 2023, 11:00am Pacific Time
SUBMISSION LOCATION	The Submission Location is: 1220 – 800 West Pender Street Vancouver BC V6C 2V6 Attention: Emily Suchy
DELIVERY HOURS	Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 Pacific Time
The following submissions are to be delivered at the times and location indicated below:	
SUBMISSION TIME FOR COLLABORATIVE MEETING 1	August 29, 2022 at 16:00 Pacific Time

SUBMISSION TIME FOR ADDITIONAL KEY INDIVIDUALS	September 22, 2022, at 16:00 Pacific Time
SUBMISSION TIME FOR COLLABORATIVE MEETING 2	October 3, 2022, at 16:00 Pacific Time
SUBMISSION TIME FOR INTERIM FINANCIAL AND SCHEDULE REVIEW SUBMISSIONS	October 24, 2022, at 16:00 Pacific Time
SUBMISSION TIME FOR COLLABORATIVE MEETING 3	November 7, 2022, at 16:00 Pacific Time
SUBMISSION TIME FOR COLLABORATIVE MEETING 4	January 3, 2023, at 16:00 Pacific Time
SUBMISSION LOCATION	By email to the Contact Person: emily.suchy@infrastructurebc.com

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFP

The purpose of this request for proposals (the “**RFP**”) is to invite eligible Proponents to prepare and submit Proposals for the New Surrey Hospital and BC Cancer Centre Project (the “**Project**”) as follows:

- a) To design and build the Project under a design-build agreement (the “Design-Build Agreement”).
- b) To achieve the Environmental, Social and Governance objectives identified for the Project under an Enhanced Inclusion and Development Agreement (the “EIDA”).

1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through a request for qualifications (the “**RFQ**”) issued November 23, 2021, by Fraser Health Authority (the “**Authority**”), the following Respondents to the RFQ are qualified to participate in this RFP:

- EllisDon Design Build Inc.; and
- PCL Constructors Westcoast Inc.

(the “**Proponents**”).

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

2 RFP PROCUREMENT PROCESS

2.1 ESTIMATED TIMELINE

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

Activity	Timeline
Issue RFP and Initial Draft Design-Build Agreement and Initial Draft EIDA	June 30, 2022
Proponent Kickoff Meeting	July 12, 2022
Submission Time for Collaborative Meeting 1	August 29, 2022
Collaborative Meeting 1	Week of September 5, 2022
Submission Time for Additional Key Individuals	September 22, 2022
Business-to-Business Networking Session	Week of September 26, 2022
Submission Time for Collaborative Meeting 2	October 3, 2022
Collaborative Meeting 2	Week of October 10, 2022
Submission Time for Interim Financial and Interim Schedule Review	October 24, 2022
Submission Time for Collaborative Meeting 3	November 7, 2022
Collaborative Meeting 3	Week of November 14, 2022
Submission Time for Collaborative Meeting 4	January 3, 2023
Collaborative Meeting 4	Week of January 9, 2023
Issue Final Draft Design-Build Agreement and Final Draft EIDA	Week of January 30, 2023
Submission Time for Technical Submissions	February 23, 2023
Invitation to Submit Financial Submission	Week of April 24, 2023
Submission Time for Financial Submissions	May 30, 2023
Selection of Preferred Proponent	Week of June 26, 2023
Execution of Early Works Agreement	July 2023
Contract Execution	August 2023
Design and Construction Commences	September 2023
Substantial Completion	June 2027

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

2.2 COLLABORATIVE MEETINGS

The Authority will make available certain of its personnel, consultants and advisors (the “**Authority Representatives**”) to participate in collaborative discussions with the Proponents (the “**Collaborative Meetings**”). It is expected that Collaborative Meetings will be held via a virtual meeting platform with screen sharing capabilities, unless otherwise permitted at the discretion of the Authority. The Authority expects that Proponents will make available all necessary consultants, including architectural, mechanical, electrical, and acoustic to attend the Collaborative Meetings.

The Authority expects the Collaborative Meetings to take place as follows:

- a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Project while minimizing the risk that a Proponent’s solution is unresponsive to the Authority’s requirements, and in particular:
 - (1) to permit a Proponent to provide the Authority’s Representatives with comments and feedback on material issues such as affordability, schedule or provisions of the Initial Draft Design-Build Agreement;
 - (2) to permit a Proponent to discuss with the Authority potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal; and
 - (3) to permit a Proponent to provide the Authority with comments and feedback and to discuss with the Authority plans that the Proponent may be considering to meet the requirements of the Initial Draft EIDA.
- b) in advance of each Collaborative Meeting, and no later than the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Submission Time for Collaborative Meeting 4, each Proponent is strongly encouraged to provide the Authority with:
 - (1) a proposed meeting agenda (including any consultants and advisors a Proponent would like in attendance from the Authority Representatives);
 - (2) a list of prioritized issues the Proponent would like to discuss, and any materials relevant to such issues, including Acceptable Equivalents;
 - (3) Materials not submitted by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Submission Time for Collaborative Meeting 4, may not be reviewed by the Authority; and
 - (4) The Authority may provide Proponents with comments on the agenda and a list of any prioritized issues the Authority would like to discuss. An example of the structure of the

Collaborative Meetings, as well as an agenda and suggested submission items, is included in Appendix N.

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

consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Authority considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Authority may, in its discretion, amend the anticipated schedule; and

- j) Proponents may request that the Authority schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed.

2.3 BUSINESS-TO-BUSINESS NETWORKING SESSION

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

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

Proponents should identify any specific products, services, or areas of interest and submit as part of the agenda materials for Collaborative Meeting 1 (see Appendix N).

2.4 COMMENTS ON THE DESIGN-BUILD AGREEMENT

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

- a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement, including with respect to commercial, legal, and design and construction aspects of the Project;
- b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Submission Time for Collaborative Meeting 4, as applicable, provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in Appendix N; and
- c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all comments

received and will amend the Initial Draft Design-Build Agreement as the Authority may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Authority intends to issue by Addendum one or more revised drafts of the Design-Build Agreement, including one that will be identified as the final draft design-build agreement (the “**Final Draft Design-Build Agreement**”). The Authority may further modify the Final Draft Design-Build Agreement by Addendum prior to the Submission Time for Financial Submissions. The Final Draft Design-Build Agreement will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes, or additions to the Final Draft Design-Build Agreement except for modifications, changes, or additions to the Statement of Requirements as provided for in Section 5.3 or modifications, changes or additions provided for in Section 9.2.

2.5 COMMENTS ON THE EIDA

Each Proponent should review the Initial Draft EIDA for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft EIDA, including with respect to commercial, legal, and services aspects of the EIDA;
- b) each Proponent should, by the Submission Time for Collaborative Meeting 1, Submission Time for Collaborative Meeting 2, Submission Time for Collaborative Meeting 3, and Submission Time for Collaborative Meeting 4, as applicable, provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft EIDA using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in Appendix N; and
- c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all comments received and will amend the Initial Draft EIDA as the Authority may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Authority intends to issue by Addendum one or more revised drafts of the EIDA, including one that will be identified as the final draft agreement (the “**Final Draft EIDA**”). The Authority may further modify the Final Draft EIDA by Addendum prior to the Submission Time for Financial Submissions. The Final Draft EIDA will be the common basis for the preparation of all Proposals, and Proponents should not, in their Proposal, make any modifications, changes or additions to the Final Draft EIDA.

2.6 DATA ROOM

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

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

2.7 INTERIM FINANCIAL AND SCHEDULE REVIEW SUBMISSION

It is in the interests of the Authority and all Proponents to identify at an early stage of the procurement whether the Project, as defined in this RFP, is affordable within the limit set out in Section 5.1 and whether Proponents are able to meet the Authority’s target schedule.

The purpose of the Interim Financial and Schedule Review Submission is to give early warning of any difficulty in staying within the Design-Build Price Ceiling and/or meeting the required Target Substantial Completion Date, and to permit the Authority and each Proponent to consider and implement solutions, in the Authority’s discretion, so that the Competitive Selection Process can proceed with confidence that Proposals will be within the Design-Build Price Ceiling.

Accordingly, the interim review process will be conducted as follows:

- a) prior to the Submission Time for Interim Financial and Schedule Review Submission, each Proponent should submit to the Authority the following:
 - (1) its best estimate of the anticipated nominal cost of its Proposal (the “Nominal Cost of the Proposal”) as calculated in accordance with Form A1 – Breakdown of Contract Price and Monthly Progress Payments provided in the Data Room. While not prescribing the form of the submission, the Authority is expecting it to be no more than 10 pages in length and that it will include cost and input assumptions in sufficient detail to allow the Authority to understand the Proponent’s cost base (with at least all major cost headings included) and any anticipated cost pressures and possible options to achieve affordability, if applicable;

- (2) a schedule from Contract Execution to Substantial Completion. While not prescribing the form of the submission, the Authority is expecting it to be no more than 5 pages in length and that it will include schedule assumptions (e.g., milestones and critical path items) in sufficient detail to allow the Authority to understand the Proponent's schedule;
- b) the Authority will retain each of the Proponents' Interim Financial and Schedule Review Submissions as strictly confidential, and will invite each Proponent, as part of the Collaborative Meetings process, to discuss any aspect of its submission, including any recommendations for amendment of the Project requirements if a Proponent determines that the Project as described will exceed the Design-Build Price Ceiling, or will not achieve the Authority's target schedule, as applicable; and
- c) unless expressly referred to, or included by reference in its Proposal, a Proponent's Interim Financial and Schedule Review Submission will not be considered part of its Proposal and the Authority will not consider or evaluate it as to adequacy, quality, content or otherwise.

The Authority understands that the values and dates indicated in a Proponent's Interim Financial and Schedule Review Submission are not a commitment and that all aspects could change in the Proposal.

2.8 PROPONENT'S CONTACT REPRESENTATIVE

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

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

3 KEY PROJECT ELEMENTS

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

The above also applies to the Initial Draft EIDA and the Final Draft EIDA.

3.1 SUMMARY OF PROJECT SCOPE

The Design-Builder will be required to design and build a new state-of-the-art, integrated community hospital and regional cancer centre. The intent of the Project is to be a “smart hospital” as a result of the high level of technological capability it will have compared to other recent projects.

The Project scope will include the delivery of services in a campus of care environment. Key program elements include:

- a) virtual-first services: embedding digital technology in all clinical service areas throughout the patient's care continuum;
- b) inpatient services: enabling a responsive care environment with 168 acuity adaptable beds;
- c) outpatient services: streamlining acute-to-home care integration via pre/post-admission patient flow optimization including 27 chair/exam rooms with capacity for ~68,000 annual visits;
- d) surgical services: increasing perioperative performance with five additional operating rooms and four procedure rooms;
- e) 24/7 emergency services with 55 new treatment spaces and virtual triage capabilities;
- f) advanced diagnostic and pharmacy services;
- g) cancer care services: increasing personalized, timely access to cancer patients and families in the Lower Mainland via a full complement of services including clinical trials, oncology ambulatory care, radiation therapy, systemic (chemo) therapy. The cancer centre will deliver highly specialized functional imaging services;
- h) clinical and non-clinical support services including food services, patient portering and transfer services, administration, command centre, facilities maintenance operations, environmental services, integrated protection services, etc.

- i) public spaces and academic spaces;
- j) parking: approximately 730 stalls are to be provided with approximately 50% to be located below grade; and
- k) a 49-space Childcare Centre to support staff recruitment and retention and in consideration of the high demand for child daycare spaces in Surrey. The Childcare Centre is intended to be a separate stand-alone building on the Site completed and ready to open at the same time as the hospital building.

3.2 DESIGN-BUILDER RESPONSIBILITIES UNDER THE DESIGN-BUILD AGREEMENT

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

a) **Design**

The Design-Builder will be responsible for all aspects of the design for the Project including off-site works and the integration of the various building components with each other. The Design-Builder will engage with clinical and non-clinical user groups throughout the design process to inform the design. The final design will comply with the Design-Build Agreement including the Statement of Requirements and all applicable laws, including City of Surrey (“City”) zoning.

b) **Construction**

The Design-Builder will be responsible for construction of the Project including:

- (1) obtaining all permits and approvals necessary for construction;
- (2) provision of utilities and other site services required, including off-site works as required to connect to existing city infrastructure;
- (3) all other ancillary works;
- (4) achieving Substantial Completion;
- (5) achieving Total Completion; and
- (6) completing warranty obligations.

The Authority may choose to execute a construction early works agreement with the Design-Builder if there is schedule benefit to the Authority to carry out certain design and early works prior to Contract Execution.

3.3 MUNICIPAL APPROVALS

In accordance with the Design-Build Agreement, the Design-Builder will be responsible for obtaining all permits and approvals required for the design and construction of the Facility, and to ensure that all aspects of the Project comply with the applicable zoning and City requirements.

The Authority has initiated preliminary discussions with respect to City requirements for the Project and the Competitive Selection Process including the following:

- a) off-site servicing and services relocation;
- b) City Engineering Department requirements; and
- c) design guidelines.

3.3.1 Communications with the City

Each Proponent will have the opportunity to meet separately and confidentially with City representatives prior to the Submission Time for Technical Submissions to allow Proponents to obtain information they may require for the preparation of Proposals. Proponents are strongly encouraged to provide a detailed agenda with specific discussion topics and questions to the Contact Person at least five business days before a scheduled meeting with the City.

Although the City will endeavour to provide accurate responses to questions to the best of its ability based on the information at hand, the responses are not binding on the City or the Authority and are on a without prejudice basis. All Proponent meetings with the City will include an Authority representative and will be coordinated through the Contact Person.

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

It is anticipated that rezoning will be achieved soon after RFP release.

3.4 SITE REPORTS

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

- a) Archaeological Review;
- b) Noise and Vibration Baseline;
- c) Tree Evaluation Report

- d) Offsite Geotechnical Investigation Report; and
- e) Sensitive Ecosystem Development Variance Permit Report.

The investigations and reports outlined in Section 3.4 of this RFP are limited to a factual record of materials and groundwater encountered at certain locations and elevations. Only objective factual data provided in the investigations and reports outlined in Section 3.4 of this RFP can be relied upon for accuracy (subject to any qualifications or conditions set out in such investigations or reports or the Design-Build Agreement) but such data cannot be relied on for sufficiency, relevancy or interpretation.

The Authority will allow the Proponents to carry out additional testing during the Competitive Selection Process upon request through the Contact Person.

3.5 SITE CONSIDERATIONS

The Project site (“the **Site**”) is a 25.4-acre greenfield site in the Cloverdale neighbourhood of Surrey, B.C. located adjacent to Kwantlen Polytechnic University (KPU).

In submitting a Proposal, Proponents should satisfy themselves as to the Site conditions and the impact they could have on any or all Work, as defined in the Design-Build Agreement.

The Authority will facilitate a Site discussion with each Proponent during the collaborative meetings process for the purpose of answering questions related to Site conditions. In submitting a Proposal, Proponents are to confirm they understand the existing conditions, critical dimensions and limitations of the Site.

Figure 1: NSHBCCC Site Location



3.6 SPACE REQUIREMENTS AND INDICATIVE DESIGN

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

The Authority's compliance team has developed an indicative design (the "**Indicative Design**") for the Facility. This Indicative Design serves several purposes, including testing functionality and providing general layout and adjacencies. The Indicative Design is not intended to restrict Proponents in their design of the Facility.

The Indicative Design should not be relied upon by Proponents. It is for illustrative and general guidance purposes only and does not relieve the Design-Builder in any way of all responsibility for the design of the Facility.

The Indicative Design is available in the Data Room.

3.7 EQUIPMENT

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

The equipment personnel roles and responsibilities, as well as an equipment list, are provided as an appendix to the Statement of Requirements. The Design-Builder is required to coordinate equipment installation with the building construction schedule while allowing delivery/installation as close to Substantial Completion as possible. The Design-Builder is required to complete testing and commissioning of the applicable equipment prior to Substantial Completion as set out in the Statement of Requirements.

3.8 INDEPENDENT CERTIFIER

As set out in the Design-Build Agreement, the Authority and the Design-Builder will jointly appoint an Independent Certifier to provide certification services for the benefit of the parties. The Independent Certifier's responsibilities are further described in the Design-Build Agreement.

3.9 LEED®/ENERGY

The Design-Builder will be required to obtain LEED® Gold Certification for the Facility. The Authority has registered the Project with the 'US Green Building Council (USGBC) LEED v4.0 for Building Design and Construction: Healthcare' rating system. In addition, Schedule 5 [Energy Guarantee] of the Design-Build Agreement includes provision for the following:

- a) designing and constructing the Facility such that energy consumption does not exceed the Energy Target;
- b) validation by the Design-Builder of the energy consumption during a test period; and
- c) all reasonable steps to be taken by the Design-Builder to obtain incentives, rebates or credits by application to BC Hydro.

3.10 CLIMATE RESILIENCE

The Design-Builder will be required to meet the climate resilience requirements set out in the Statement of Requirements as informed by a climate risk assessment completed during the Project's business plan

phase. These requirements are aligned with Health Capital Policy #12 [Carbon Neutral and Climate Resilient Health Facilities] which will be provided in the Data Room.

3.11 WOOD FIRST

As required by the *Wood First Act* (British Columbia), the Design-Builder will be required to use wood where permitted by the BC Building Code. The Statement of Requirements provides a matrix that indicates specific locations where wood will be used.

3.12 ENHANCED INCLUSION AND DEVELOPMENT AGREEMENT

The Province has identified certain labour objectives to be achieved through the delivery of public sector infrastructure projects. These objectives will ensure that provincial infrastructure projects are delivered in a way that provides both the best outcome for the projects, and long-lasting benefits for British Columbians and their communities.

The Design-Builder will be responsible for fulfilling the obligations set out in the EIDA for the Project and will be compensated by the Authority during the construction period from a separate funding allocation that is not part of the Design-Build Price Ceiling.

There are two categories of payment that will be made to the Design-Builder under the EIDA: base payments, and performance payments. Base payments will be made for actual costs incurred in order to provide EIDA related services and performance payments will be made where the target thresholds set out in the EIDA have been exceeded for any of the following:

- Construction related employment hours for those identifying as being from Underrepresented Groups as a proportion of total employment hours in construction on the Project
- Construction related employment Hours for those identifying as being Indigenous as a proportion of total employment hours in construction on the Project
- Percentage of apprentices or certified tradespeople as a proportion of the total workforce on the Project
- Percentage of apprentices or certified tradespeople identifying as being Indigenous as a proportion of the total workforce on the Project

The Design Builder is expected to share its Base Payments and Performance Payments with subcontractors that incur costs related to providing EIDA related services and that contribute to exceeding the target thresholds set out in the EIDA.

Proponents have the opportunity to receive an adjustment to the Nominal Cost of their Proposal according to the number of points they are able to achieve for Scored Elements related to EIDA Objectives (“**EIDA Scored Elements**”) included in Appendix A.

4 NOMINATED ADDITIONAL KEY INDIVIDUALS

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

- (a) Design-Build Cancer Design Lead;
- (b) Design-Build Mechanical Engineering Lead;
- (c) Design-Build Electrical Engineering Lead;
- (d) Design-Build Equipment Lead;
- (e) Design-Build IM/IT Lead;
- (f) Design-Build Commissioning Provider;
- (g) Design-Build Clinical Planning Lead;
- (h) Design-Build Facilities Maintenance Lead; and,
- (i) Design-Build Quality Manager.

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

- (a) name, professional qualifications/designation(s) and a summary of education;
- (b) relevant experience and capability in relation to the Project; and
- (c) two references (with up-to-date contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) with knowledge of the Additional Key Individual. At least one of the references should be the project lead for the owner and ideally should be from a project actively worked on in the last five years. Proponents should confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority.
- (d) describe the availability of each of the above Additional Key Individuals as follows:
 - i. percentage of time the Additional Key Individual will dedicate to each phase of the Project by the following four phases: RFP, design, construction and commissioning;
 - ii. percentage of time available to be physically on Site; and

- iii. describe any foreseeable time constraints that will impact the Additional Key Individual's ability to perform according to the Project schedule.

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

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

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

The Authority should provide each Proponent with a confidential response approving or rejecting the Additional Key Individuals and confirming each Proponent's continued status as Proponent (the "**Notice of Continued Status**") within ten (10) Business Days of receiving the nominations for Additional Key Individuals, or such longer period as may be required by the Authority. Receipt of a Notice of Continued Status is a condition of the Proponent's continued status as a Proponent and a Mandatory Requirement. The Authority may discuss the Additional Key Individuals with the Proponents and may require Proponents to provide additional information on the Additional Key Individuals.

Until receipt of the Notice of Continued Status, the Proponent may change the Additional Key Individuals, and will provide further credentials and information as may be requested by the Authority.

After receipt of the Notice of Continued Status, any changes to Additional Key Individuals are subject to Section 7.12 of this RFP.

5 AFFORDABILITY

A key objective of the Competitive Selection Process is to achieve the Project scope while meeting the Project's Design-Build Price Ceiling requirements.

5.1 DESIGN-BUILD PRICE CEILING

The Authority has identified a mandatory price ceiling (the **Design-Build Price Ceiling**) of \$1,168.54 million for the Nominal Cost of the Proposal. Project approvals by the Authority have been based on this Design-Build Price Ceiling.

5.2 NOMINAL COST OF THE PROPOSAL CALCULATION

Each Proponent should calculate the Nominal Cost of the Proposal and should use Form A1 - Breakdown of Contract Price, provided by the Authority in the Data Room. The completed Form A1 should be submitted with the Proponent's Financial Submission. This Nominal Cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

5.3 SCOPE LADDER

If not all the elements of the Statement of Requirements are achievable within the Design-Build Price Ceiling, a Proponent may propose to reduce the scope of the Project by one or more of the scope items set out in an approved list (the **"Scope Ladder"**). Proponents proposing reductions to the scope of the Project should limit their proposed reductions to items identified by the Authority in the Scope Ladder, and reductions should only be made in the order set out in the Scope Ladder; for example, the Scope Ladder item ranked 1 should be used first before the item ranked 2 is used.

The Scope Ladder is as follows:

Rank	Component	Summary Description	Reference to Statement of Requirements
1	Clinical: Infection Prevention Control	Reduce the number of hand hygiene sinks to be no less than 30 sinks. Scope reduction is to include sink and associated space and will be in selected areas only with locations to be determined, in consultation with the Authority	Appendix 1A Clinical Specifications Reduction of sinks in the following areas: A: Ambulatory D: Perioperative E: Lab W: FMO/Back of House

Rank	Component	Summary Description	Reference to Statement of Requirements
			I: Systemic Therapy
2	Non-Clinical Support: Administration/Meeting Rooms	Remove one 30-seat meeting room (room ID# V.1.06)	Appendix 1A Clinical Specifications V: Meeting & Education: 2.22.3.3(6) - Meeting Room – 30 Seat Schedule of Accommodation Section: V1.06 - Meeting Room – 30 Seat
3	Clinical: Radiation Therapy Planning	Remove the cancer centre block cutting room.	Appendix 1A Clinical Specifications K: Radiation Therapy Planning – K1. Medical Physics: 2.11.1.3(4)(i). Schedule of Accommodation Section: K1. Medical Physics (K1.14)
4	Infrastructure: Mechanical	Reduce mechanical systems spare capacity from 15% to 10%. The spare capacity is on top of the sizing of pumps/fans at 2050 and ducts/pipes at 2080.	Sections 7.1.2.15(4), 7.1.2.15(11), 7.1.7, 7.1.8, 7.4.2.3(2), 7.4.2.6(1)(a), 7.4.3.1(27),
5	Infrastructure: Landscape	Remove requirement for a green roof.	Section 5.7.16
6	Clinical: Inpatient Unit	Reduce medical gases in inpatient rooms from double to single on the 48-bed low-mid acuity floor.	Appendix 1A Clinical Specifications B: Inpatient Unit 2.2.3.4 - B1. 24 Bed Unit. (Two units = 48 beds) Schedule of Accommodation

Rank	Component	Summary Description	Reference to Statement of Requirements
			Section: B1. 24 Bed Unit (inpatient rooms)
7	Infrastructure: Electrical / Infection & Prevention Control	Remove Continuous Disinfecting Lighting (CDL) areas as specified in Statement of Requirements including high touch, high traffic areas, etc.	Section 7.7.13.2(67) and (68)
8	Clinical: Systemic Therapy	Shell two pods of systemic therapy treatment spaces.	Appendix 1A Clinical Specifications I: Systemic Therapy Schedule of Accommodation Section: I2 – Systemic Therapy Treatment
9	Clinical: Radiation Therapy Delivery	Shell the space for an additional Linear Accelerator (LINAC).	Appendix 1A Clinical Specifications L: Radiation Therapy Delivery – L1. Radiation Treatment Schedule of Accommodation Section: L1. Radiation Treatment
10	Infrastructure: Parking	Remove 129 stalls from underground parking and replace with an equivalent number of surface parking stalls.	Section 4.16
11	Non-Clinical Support: Public Spaces	Remove childcare centre.	Appendix 1S Child Care Centre Requirements

6 PROPOSAL REQUIREMENTS

6.1 PARTICIPATION AGREEMENT

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

6.2 PROPOSAL FORM AND CONTENT

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and, if invited to do so, one Financial Submission.

7 SUBMISSION INSTRUCTIONS

7.1 SUBMISSION TIMES AND SUBMISSION LOCATION

With respect to the delivery of Proposals:

- a) Technical Submission: Proponents must submit the Technical Submission to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the following:
 - (1) the cover letter (and all attachments) to the Technical Submission as described in the Technical Submission section of Appendix B; and
 - (2) the portion of the Proposal Requirements described in the Technical Submission section of Appendix B.
- b) Financial Submission: If invited to do so pursuant to Section 8.1, Proponents must submit the Financial Submission to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the following:
 - (1) a completed Proposal Declaration Form in the form attached as Appendix C;
 - (2) the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission Section of Appendix B;
 - (3) the portion of the Proposal Requirements described in the Financial Submission section of Appendix B.
 - (4) if and to the extent required in order to keep the Nominal Cost of the Proposal from exceeding the Design-Build Price Ceiling, written descriptions of:
 - i. proposed amendments to the scope of the Project, made in accordance with Section 5.3; and
 - ii. amendments to its Technical Submission if reasonably required as a direct result of such scope changes.

7.2 NUMBER OF COPIES

For each of its Technical Submission and Financial Submission (excluding Package 1: Transmittal Package), a Proponent should provide four (4) bound copies numbered 1 through 4 (one copy marked as “Master”), and one electronic copy (USB flash drive) in PDF, .DWG or Microsoft Excel 2016 format, as appropriate, with a label on each describing its contents, appropriately packaged and clearly marked

“Request for Proposals for “New Surrey Hospital and BC Cancer Centre”. For its Technical Submission, a Proponent should submit drawings according to the requirements described in Appendix B.

7.2.1 Electronic Copies

To facilitate the Authority’s evaluation, Proponents should provide the electronic copies of their Technical Submission and Financial Submission in a number of separate files. As a minimum breakdown, and with reference to Appendix B, Proponents should provide individual files for the following Proposal Requirement sections:

Technical Submission:

- a) Package 1: Transmittal Package (Technical)
- b) Package 2: Project Management
- c) Package 3: Approach and Schedules
- d) Package 4: Design and Construction
- e) Package 5: Design Scored Elements
- f) Package 6: EIDA Scored Elements

Financial Submission:

- a) Package 7: Transmittal Package (Financial)
- b) Package 8: Financial

In addition, Proponents should provide individual files for each drawing or sketch logically organized in folders for each discipline with a reference to the specific Proposal Requirement section.

7.3 NO FAX OR EMAIL SUBMISSION

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

7.4 LANGUAGE OF PROPOSALS

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

7.5 RECEIPT OF COMPLETE RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on

the basis of the entire RFP issued prior to the Submission Time for Technical Submissions. The Authority accepts no responsibility for any Proponent lacking any portion of this RFP.

7.6 ENQUIRIES

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

Proponents are encouraged to submit Enquiries at an early date to permit consideration by the Authority:

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

The Authority may, at its discretion, decide not to respond to any Enquiry.

The following applies to any Enquiry:

- a) responses to an Enquiry will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Authority;
- c) the Authority 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 Authority decides that an Enquiry marked “Commercial in Confidence”, or the Authority’s response to such an Enquiry, must be distributed to all Proponents, then the Authority will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Authority may provide its response to all Proponents;
- f) notwithstanding Sections 7.6 (d) and 7.6 (e):
 - (1) if one or more Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Authority may provide a response to such Enquiry to all Proponents; and
 - (2) if the Authority determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry

marked “Commercial in Confidence”, the Authority may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

7.7 ELECTRONIC COMMUNICATION

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

The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person (including the delivery of documents via a web-based platform), by email, or other electronic means where such email communications or electronic delivery is permitted by the terms of this RFP:

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

7.8 ADDENDA

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

authorized to amend or clarify this RFP. The Authority will provide a copy of all Addenda to all Proponents.

7.9 INTELLECTUAL PROPERTY RIGHTS

a) Grant of Licence

Subject to Section 7.9 (b) by submitting a Proposal, each Proponent will, and will be deemed to have:

- (1) granted to the Authority a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the “**Intellectual Property Rights**”) contained in the Proponent’s Proposal, or that are otherwise disclosed by the Proponent to the Authority; and
- (2) in favour of the Authority, waived or obtained, a waiver of all moral rights contained in the Proposal.
- (3) Proponents will not be responsible or liable for any use by the Authority or any sub-licensee or assignee of the Authority of any Intellectual Property Rights contained in a Proposal.

b) Exceptions to Licence

The licence granted under Section 7.9 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Authority that it owns or has and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third-Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Authority and, subject to the foregoing exceptions, has the right to grant a licence of such Third-Party Intellectual Property Rights in accordance with Section 7.9 (a).

7.10 DEFINITIVE RECORD

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

7.11 AMENDMENTS TO PROPOSALS

A Proponent may:

- a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions;

- b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions; and
- c) in its Financial Submission, amend its Technical Submission as contemplated in Section 7.1 (b).

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

7.12 CHANGES TO PROPONENT TEAMS

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

- a) the Authority may refuse to permit a change to the membership of a Proponent Team if the change would, in the Authority's judgement, result in a weaker team than was originally shortlisted; or
- b) the Authority may, in the exercise of its discretion, permit any changes to a 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 Authority's approval may include such terms and conditions as the Authority may consider appropriate.

7.13 VALIDITY OF PROPOSALS

By submitting a Proposal, each Proponent agrees that:

- a) its Proposal, including all prices and input costs, will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 120th day following the Submission Time for Financial Submissions (the "Proposal Validity Period"); and

- b) after the expiry of the Proposal Validity Period, all prices and input costs in its Proposal may not be adjusted unless the Proponent provides notice to the Authority of any proposed adjustment and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
- (1) are external to the Proponent and the Proponent Team members;
 - (2) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
 - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

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

7.14 MATERIAL CHANGE AFTER SUBMISSION TIME FOR FINANCIAL SUBMISSIONS

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Submission Time for Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

7.15 ACCEPTABLE EQUIVALENTS

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

A Proponent may submit an Enquiry marked "Commercial in Confidence – Acceptable Equivalent" that identifies the applicable section(s) in the Statement of Requirements that contain(s) the requirement(s) and the Proponent's proposed equivalent that it considers will be equal to or better than the specified requirement(s) and that will still meet the Authority's objectives, along with supporting materials.

The Authority may, in its discretion:

- a) respond to indicate that the proposed equivalent is acceptable;

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

The provisions of Section 7.6 relating to "Commercial in Confidence" Enquiries will apply, including with respect to the withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Authority's determination if there is a matter which should be brought to the attention of all Proponents.

If the Authority 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, then a Proponent may make its Technical Submission on the basis of the response, the proposed equivalent will be considered an "**Acceptable Equivalent**" and the use of the Acceptable Equivalent will not in and of itself be a failure to meet the requirements set out in Appendix A.

Unless the Authority 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 A and that the Authority may not invite the Proponent to provide a Financial Submission.

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

Despite any indication by the Authority of the acceptability of an equivalent, the Design-Builder remains responsible for fulfilling all obligations and responsibilities under the Design-Build Agreement.

Following selection of the Preferred Proponent, the Design-Build Agreement will, in accordance with Section 9.2, be amended to include all Acceptable Equivalents used by that Preferred Proponent, or negotiated by the Authority and the Preferred Proponent, whether or not proposed by any other Proponent.

8 EVALUATION

8.1 MANDATORY REQUIREMENTS

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

- a) the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 6.1;
- b) the Proponent must have received a Notice of Continued Status;
- c) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions and the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions;
- d) the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Design-Build Price Ceiling; and
- e) Proponents proposing reductions to the scope of the Statement of Requirements must do so in accordance with Section 5.3.

Subject to the following paragraph, the Authority will reject a Proposal that fails to meet the Mandatory Requirements.

Subject to Section 8.2, the Authority reserves the right to evaluate any Proposal where the Scope Ladder has been exhausted and the Design-Build Price Ceiling requirements have not been met but will do so only in the event that the Proposals received from all the Proponents do not meet the Design-Build Price Ceiling requirement as per Section 8.1 above.

8.2 EVALUATION OF PROPOSALS

The Authority will evaluate Proposals in the manner set out in Appendix A. The Authority will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

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

time, or for any other reason the Authority, in its discretion, deems appropriate and in the interests of the Authority and this RFP, or either of them:

- a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted at the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations;
- d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) 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 Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, including any Technical Submission or Financial Submission, and disqualify the Proponent from this RFP; and
- g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal, including with any Technical Submission or Financial Submission or any part of their component packages.

Without limiting the foregoing or Appendix A, the Authority may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Authority: (i) is materially incomplete or irregular; (ii) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Design-Build Agreement or the Final Draft EIDA, other than as provided for in Sections 5.3 or 9.2, not acceptable to, or material to, the Authority; (iii) contains any false or misleading statement, claims or information; or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

To enable the Authority to take any one or more of the above-listed steps, the Authority may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Authority has no obligation whatsoever to take the same steps, or to enter into the same

or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

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

Proponents may not submit any clarifications, information or documentation in respect of the Technical Submission after the Submission Time for Technical Submissions and in respect of the Financial Submission after the Submission Time for Financial Submissions, without the prior written approval of the Authority, or without an invitation or request by the Authority.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the Authority's satisfaction, the Authority may, in its discretion, not consider such cited experience, capacity or other information.

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

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

If the Authority identifies that the Proponent's energy model does not reflect the Technical Submission, or does not meet the requirements of the RFP, including the Final Draft Design-Build Agreement, the Authority may, prior to either Financial Submission, require a Proponent to re-submit the energy model

with supporting documentation acceptable to the Authority. The Authority may, in its discretion, exchange written documentation with the Proponent regarding the evaluation of the Proponent's energy model or may require a meeting with the Proponent. The process will be repeated until the energy model is acceptable to the Authority.

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

The Authority will, subject to the provisions of this RFP, invite each Proponent that has delivered a Technical Submission that has not been rejected to submit a Financial Submission.

9 SELECTION OF PREFERRED PROPONENT AND AWARD

9.1 SELECTION AND AWARD

If the Authority selects a Preferred Proponent, the Proponent with the highest ranked Proposal will be selected as the Preferred Proponent, and the Authority will invite the Preferred Proponent to enter into final discussions to settle all terms of the Design-Build Agreement and the EIDA, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If for any reason the Authority determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Authority may terminate the discussions with the Preferred Proponent and proceed in any manner that the Authority 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 one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

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

9.2 FINAL DRAFT DESIGN-BUILD AGREEMENT AND FINAL DRAFT EIDA

It is the intention of the Authority that:

- a) any issues with respect to the Initial Draft Design-Build Agreement and the Initial Draft EIDA will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Design-Build Agreement and the Final Draft EIDA; and
- b) once issued, the Final Draft Design-Build Agreement and Final EIDA 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 Authority, in its discretion, of which:
 - i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Design-Build Agreement and the EIDA or otherwise pursuant to express provisions of the Design-Build Agreement and the EIDA; or
 - ii. modifications, changes or additions, if any, requested by a Proponent pursuant to Section 5.3 that are acceptable to the Authority;

- (2) to those provisions or parts of the Final Draft Design-Build Agreement and the Final Draft EIDA that are indicated as being subject to completion or finalization, or which the Authority determines in its discretion require completion or finalization, including provisions that require:
 - i. modification or the insertion or addition of information relating to the Design-Builder's formation (e.g., corporate, partnership or trust structure) and funding structure; and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Design-Builder's relationships with its principal subcontractors (including each of the project contractors);
- (3) required by the Authority to complete, based on the Proposal, any provision of the Final Draft Design-Build Agreement and the Final Draft EIDA, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design-Build Agreement and the Final Draft EIDA;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 7.15.

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

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

9.3 PREFERRED PROPONENT SECURITY DEPOSIT

Subject to the terms of this RFP:

- a) the Authority will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit (Appendix G) on or before the date and time specified by the Authority, 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 Authority on or before the date and time specified by the Authority.

9.4 RETURN OF SECURITY DEPOSIT

Subject to Section 9.5, the Authority will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- a) within 10 Business Days after receipt by the Authority of notice of demand from the Preferred Proponent, if:
 - (1) the Authority exercises its right under Section 11.1 to terminate this RFP prior to entering into the Design-Build Agreement and the EIDA for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - (2) the Authority fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement and the Final Draft EIDA, finalized by the Authority in accordance with Section 9.2, 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 Design-Build Agreement and the Final Draft EIDA; or
 - ii. any extensions to the Proposal Validity Period arising from any agreement by the Authority to negotiate changes to the Final Draft Design-Build Agreement and the Final Draft EIDA pursuant to Section 9.2; or
- b) within 10 Business Days after Contract Execution with such Preferred Proponent.

9.5 RETENTION OF SECURITY DEPOSIT

Notwithstanding any receipt by the Authority of the notice described in Section 9.4, the Authority may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Authority's own use as liquidated damages, if:

- a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- b) after receipt of written notice from the Authority:
 - (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Design-Build Agreement and the Final Draft EIDA finalized by the Authority in accordance with Section 9.2; 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 Authority,

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 Authority'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 Design-Build Agreement and the EIDA for a continuous period of 180 days as if the Design-Build Agreement and the EIDA was in force and effect.

9.6 PARTIAL COMPENSATION FOR PARTICIPATION IN THIS RFP

Upon execution of the Design-Build Agreement and the EIDA, the Authority will pay \$7,500,000 (inclusive of any GST payable) to the unsuccessful Proponent that:

- a) complied with the Mandatory Requirements in Section 8.1 (a) – (c) of this RFP;
- b) received an invitation to submit a Financial Submission;
- c) has not withdrawn from the Competitive Selection Process or been disqualified by the Authority in accordance with the terms of this RFP; and
- d) provides to the Authority written acknowledgment of:
 - (1) the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 11.13; and
 - (2) the grant of Intellectual Property Rights to the Authority and waiver of moral rights pursuant to Section 7.9.

If the Authority exercises its right under Section 11.1 to terminate the Competitive Selection Process prior to entering into the Design-Build Agreement and the EIDA with a Proponent, the Authority will pay to the Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above, the lesser of:

- e) \$7,500,000 (inclusive of any taxes payable); and
- f) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Authority exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 9.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 9.6, the Authority will consider the potential value of obtaining the licence to the Authority of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 7.9. Accordingly, the Authority may, in its discretion, offer to pay up to \$7,500,000 (inclusive of any taxes payable) to a Proponent that is not otherwise entitled to payment under this Section 9.6 on conditions established by the Authority, in its discretion. The conditions may include the Authority reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Authority granting licence rights to the Authority. Such offer and resulting arrangements will not be governed by this RFP.

9.7 DEBRIEFS

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

10 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

10.1 RESERVATION OF RIGHTS TO DISQUALIFY

The Authority reserves the right to disqualify any Proponent that in the Authority's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all 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 Authority may consider to be in the public interest or otherwise required by the Authority.

10.2 RELATIONSHIP DISCLOSURE

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

- a) by submission of completed Relationship Disclosure Forms (included as Appendix D) with its Proposal; and
- b) at any time during the Competitive 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 Authority or the Conflict of Interest (the "COI Adjudicator") may require in its discretion in connection with the consideration of the disclosed relationship and proposed measures.

10.3 USE OR INCLUSION OF RESTRICTED PARTIES

The Authority may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority, if the Proponent 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 Selection Process; or
- b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

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.

10.4 CURRENT RESTRICTED PARTIES

At this RFP stage, and without limiting the definition of Restricted Parties, the Authority has identified the following persons as Restricted Parties, including their former and current employees who fall within the definition of Restricted Party:

- a) 668599 BC Ltd.;
- b) Bennett Jones LLP;
- c) Beverly Smith Healthcare Equipment;
- d) Boughton Law Corporation;
- e) Cornerstone Signage & Design Ltd.;
- f) Greenfield Jones Inc.;
- g) IBI Group Inc. and its sub-consultants, including;
 - 1) CWMM Consulting Engineers Ltd.
 - 2) AES Engineering
 - 3) AME Group
 - 4) Binnie Civil Engineering Consultants
 - 5) RWDI Rowan Williams Davies & Irwin Consulting Engineers and Scientists
 - 6) Gunn Consultants Inc.
 - 7) Kane Consulting
 - 8) CFT Engineering
 - 9) KUKLA PARTNERS, LLC;
 - 10) Nancy Bookbinder;
- h) Keystone Environmental Ltd.;
- i) Mike Fadum & Associates Ltd.;
- j) Oncology Project Management Group;

- k) PricewaterhouseCoopers LLP;
- l) RPG Resource Planning Group Inc.;
- m) Singleton Urquhart Reynolds Vogel LLP;
- n) SLR Consulting;
- o) SSA Quantity Surveyors Ltd;
- p) True Hoshin Consulting Inc.; and,
- q) the Authority, Provincial Health Services Authority (“PHSA”) 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 Selection Process through an Addendum.

10.5 CONFLICT OF INTEREST ADJUDICATOR

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

10.6 REQUEST FOR ADVANCE DECISION

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

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

10.7 THE AUTHORITY MAY REQUEST ADVANCE DECISIONS

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

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

10.8 DECISIONS FINAL AND BINDING

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

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

10.9 SHARED USE

A Shared Use Person is a person identified by the Authority as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Authority considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive 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.

10.10 EXCLUSIVITY

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

If a Proponent contravenes the foregoing, the Authority reserves the right to disqualify the Proponent or may permit the Proponent to continue and impose such conditions as may be required by the Authority. 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 for Technical Submissions 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 Selection Process; and
 - (4) copies of any relevant documentation.

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

10.10.1 Exclusivity – the Authority May Request Advance Decisions

The Authority may also independently make advance decisions or may seek an advance decision from the COI Adjudicator, where the Authority identifies a matter related to exclusivity. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant

information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority will give notice to the Proponent 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 Authority may require that the Proponent make an application under Section 10.10.

10.10.2 Exclusivity – Decisions Final and Binding

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

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

11 RFP TERMS AND CONDITIONS

11.1 NO OBLIGATION TO PROCEED

This RFP does not commit the Authority to select a Preferred Proponent or enter into a Design-Build Agreement or a EIDA , and the Authority reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

11.2 NO CONTRACT

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

11.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

11.4 COST OF PREPARING THE PROPOSAL

Subject to Section 9.6, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

11.5 CONFIDENTIALITY OF INFORMATION

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by any Proponent or Proponent Team member through participation in this 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 Authority. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Authority has engaged Infrastructure BC. Infrastructure BC has been, and continues to be, involved in other projects, and the Authority may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Sections 2.2 and 7.6, the Authority may, in its discretion, disclose information that is available from the Project to Infrastructure BC and other projects, and may obtain information from other projects.

11.6 GENERAL RESERVATION OF RIGHTS

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

- a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- b) accept or reject any Proposal based on the Authority’s evaluation of the Proposals in accordance with Appendix A, and in particular the Authority is not obliged to select the Proposal with the lowest Nominal Cost of the Proposal;
- c) reject a Proposal that fails to meet the Mandatory Requirements;
- d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements (but subject to the Authority’s right with respect to the Design-Build Price Ceiling requirement as set out in Section 8.1), and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members subject to any payment required pursuant to Section 9.6;
- f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- g) make any changes to the terms of the business opportunity described in this RFP;
- h) negotiate any aspects of a Preferred Proponent’s Proposal; and

- i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

11.7 NO COLLUSION

Proponents and Proponent Team members, their employees and representatives involved with the 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 Proposals.

By submitting a 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 Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

11.8 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 RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, the Authority in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 9.6.

11.9 OWNERSHIP OF PROPOSALS

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

11.10 DISCLOSURE AND TRANSPARENCY

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

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

- a) the RFP;
- b) the number of Proponents; and
- c) the name of Proponents.

Following Contract Execution, the Authority expects to publicly disclose:

- d) the Fairness Reviewer's report; and
- e) the final Design-Build Agreement excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent agrees that:

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

11.11 FAIRNESS REVIEWER

The Authority has appointed John R. Singleton, Q.C. (the "**Fairness Reviewer**") to monitor the Competitive Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Reviewer will provide a written report to the Authority that the Authority 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 RFP that the Fairness Reviewer, in its discretion, decides is required; and
- b) kept fully informed by the Authority of all documents and activities associated with this RFP.

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

11.12 LEGAL ADVISOR

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

11.13 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

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

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

This Section does not limit the Authority's obligation to make payment under Section 9.6, but in no event will the Authority's liability exceed the amount calculated pursuant to Section 9.6.

12 DEFINITIONS AND INTERPRETATION

12.1 DEFINITIONS

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

In this RFP:

“Acceptable Equivalent” has the meaning set out in Section 7.15.

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

“Additional Key Individuals” has the meaning set out in Section 4.

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

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

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

“Authority” means Fraser Health Authority.

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

“Base Payment” has the meaning set out in Section 3.12.

“Breakdown of Contract Price” means the form in which Proponents are to provide the Authority costing of the Project and the calculation of the Nominal Cost of the Proposal as set out in Section 5 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 2.3.

“City” means the City of Surrey.

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

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

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

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

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

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

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

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

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

“**Design-Build Cancer Design Lead**” means the individual responsible for leading the clinical design of the cancer centre components and has active in-person participation throughout the procurement, design development process and as needed until end of construction.

“**Design-Build Clinical Planning Lead**” means the individual responsible for leading the clinical planning for the Project and has active participation throughout the procurement, design development process and as needed until the end of construction.

“**Design-Build Commissioning Provider**” means the individual managing the commissioning related activities for the Project and has active participation throughout the procurement, design development process and as needed until the end of construction.

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

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

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

“Design-Build Electrical Design Engineering Lead” means the individual responsible for leading the electrical design of the Project and has active in-person participation throughout the procurement, design development process and as needed until end of construction.

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

“Design-Build Equipment Lead” means the individual responsible for leading the equipment planning and procurement for the Project and has active in-person participation throughout the procurement, design development process and as needed until the end of construction.

“Design-Build Facility Maintenance Lead” means the individual who will coordinate with the Authority on the long-term perspective of the Project during design, including facility maintenance and life cycle of the Project, and transition from construction into operation.

“Design-Build IM/IT Lead” means the individual responsible for leading the IMIT design, procurement, commissioning, and integration for the Project, and has active participation throughout the procurement, design development process and as needed until the end of construction.

“Design-Build Mechanical Design Engineering Lead” means the individual responsible for leading the mechanical design of the Project and has active in-person participation throughout the procurement, design development process and as needed until end of construction.

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

“Design-Build Quality Manager” means the individual responsible for leading the quality management of the Project and has active in-person participation throughout the procurement, design development process and as needed until end of construction.

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

“EIDA” means Enhanced Inclusion and Development Agreement.

“EIDA Service Plan” has the meaning set out in Appendix B.

“EIDA Scored Elements” has the meaning set out in Appendix A.

“**Facility**” means the new Surrey Hospital and BC Cancer Centre.

“**Fairness Reviewer**” has the meaning set out in Section 11.11.

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

“**Final Draft EIDA**” has the meaning set out in Section 2.5.

“**Financial Submission**” has the meaning set out in Appendix B.

“**Form A1 - Breakdown of Contract Price and Monthly Progress Payments**” refers to the file named as such in the Data Room.

“**Form A2 - Breakdown of Projected Base Payment for EIDA Services**” refers to the file named as such in the Data Room.

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

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

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

“**Indicative Design**” has the meaning set out in Section 3.6.

“**Indigenous Business**” means the firms designated as such by the Kwantlen, Katzie, and Semiahmoo First Nations.

“**Indigenous Business Opportunities Plan**” has the meaning set out in Appendix B.

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

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

“**Initial Draft EIDA**” means the draft EIDA labelled “Initial Draft EIDA” and posted in the Data Room.

“**Intellectual Property Rights**” has the meaning set out in Section 7.9.

“**Interim Financial and Schedule Review Submission**” has the meaning set out in Section 2.7.

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

- a) the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP or
- b) the Proponent’s Notice of Continued Status and as may have been changed pursuant to this RFP.
 - (1) Design-Build Director;
 - (2) Design-Build Construction Manager;
 - (3) Design-Build Design Manager;
 - (4) Lead Architect;
 - (5) Design-Build Mechanical Design Engineering Lead;
 - (6) Design-Build Electrical Design Engineering Lead;
 - (7) Design-Build Cancer Design Lead;
 - (8) Design-Build IM/IT Lead;
 - (9) Design-Build Equipment Lead;
 - (10) Design-Build Commissioning Provider;
 - (11) Design-Build Clinical Planning Lead;
 - (12) Design-Build Facilities Maintenance Lead; and
 - (13) Design-Build Quality Manager.

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

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

“Mandatory Requirements” means the proposal requirements described in Section 8.1.

“Nominal Cost of the Proposal” means the nominal sum of the values identified as such in Form A1 - Breakdown of Contract Price and Monthly Progress Payments.

“Notice of Continued Status” has the meaning set out in Section 4.

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

“**Performance Payment**” has the meaning set out in Section 3.12.

“**Preferred Proponent**” means the Proponent selected by the Authority pursuant to this RFP to finalize the Design-Build Agreement.

“**Preferred Proponent Security Deposit**” means an irrevocable letter of credit in the amount of \$1,000,000 in the form set out in Appendix G or in such other form acceptable to the Authority in its discretion.

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

“**Projected Base Payment**” means the nominal sum of the values identified as such in Form A2 - Breakdown of Projected Base Payment for EIDA Services.

“**Proponent**” means one of the design-builders identified in Section 1.2.

“**Proponent Team**” means a Design-Builder, its Design-Build Design Firms, its Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

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

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

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

“**Proposal Validity Period**” has the meaning set out in Section 7.13.

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

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

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

“**Respectful Workplace Survey**” has the meaning set out in Section 3.12.

“Restricted Party” means those persons (including their former and current employees) who had, or currently have, participation or involvement in the Competitive 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 other Proponents.

“Scope Ladder” has the meaning set out in Section 5.3.

“Scored Elements” has the meaning set out in Appendix A.

“Scored Elements Adjustment” has the meaning set out in Appendix A.

“Shared Use Person” has the meaning set out in Section 10.9.

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

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

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

“Submission Time for Collaborative Meeting 1” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 2” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 3” means the date and time identified as such in the Summary of Key Information.

“Submission Time for Collaborative Meeting 4” means the date and time identified as such in the Summary of Key Information.

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

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

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

“Summary of Key Information” refers to the Section titled as such.

“Technical Submission” has the meaning set out in Appendix B.

“Third Party Intellectual Property Rights” means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

“Underrepresented Groups” means any one of the following: women, persons with disabilities, visible minorities, LGBTQ2S+ (Lesbian, Gay, Bisexual, Transgender, Queer, Two Spirit and additional sexual orientations and gender identities) and youth ages 16 to 24.

12.2 INTERPRETATION

In this RFP, except to the extent the context or the express provisions of this RFP otherwise require:

- a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Authority, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of the Authority;
- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) a reference to a Section or Appendix is a reference to a Section of, or Appendix to, this RFP;
- d) words, including “they”, “them” and “their”, which may impute the plural include the singular and vice versa;
- e) words which may impute gender are interpreted as gender neutral;
- f) the word “including” when used in this RFP is not to be read as limiting;
- g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority;
- h) all time references are to the 24-hour time clock system unless otherwise indicated;
- i) all dollar values are Canadian dollars unless otherwise indicated; and
- j) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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

APPENDIX A EVALUATION OF PROPOSALS

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

1. TECHNICAL SUBMISSIONS

Subject to the terms of this RFP, including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Authority will evaluate each Technical Submission to determine whether the Authority is satisfied that the Technical Submission substantially meets the following requirements:

- a) **the provisions of this RFP, including the requirements set out in:**
 - (1) Appendix B of this RFP;
 - (2) the Final Draft Design-Build Agreement; and
 - (3) the Final Draft EIDA.
- b) **demonstration that the Proponent has a good understanding of the Project and the obligations of the Design-Builder under the Design-Build Agreement and the EIDA; and**
- c) **demonstration that the Proponent is capable of:**
 - (1) performing the obligations and responsibilities of the Design-Builder;
 - (2) delivering the Project in accordance with the Design-Build Agreement; and
 - (3) delivering the Project in accordance with the EIDA

If the Authority is not satisfied that the Technical Submission substantially meets the above requirements, the Authority may reject the Proposal and not evaluate it further.

a) **Design Scored Elements:**

The Authority will also evaluate and score each Technical Submission against the criteria described in Table 1 of this Appendix A. Table 1 describes these criteria and indicates the maximum points available for each criterion and the weighting of each sub-criterion where applicable. Where weightings are not indicated, sub-criterion will be weighted equally.

Points will be awarded for how effectively the Proposal responds to the design requirements set out in Statement of Requirements in a manner consistent with the evaluation considerations described in Table 1.

Each point awarded above 30 points will contribute to the calculation of the Adjusted Nominal Cost. Points awarded above 90 total points will not contribute to the calculation of the Adjusted Nominal Cost of the Proposal.

b) EIDA Scored Elements:

The Authority will also evaluate and score each Technical Submission against the criteria described in Table 2 of this Appendix A. Table 2 describes these criteria and indicates the maximum points available for each criterion and the weighting of each sub-criterion where applicable. Where weightings are not indicated, sub-criterion will be weighted equally.

Points will be awarded for how effectively the Proposal responds to the criteria included in Table 2.

Each point awarded for the Design Scored Elements and EIDA Scored Elements will contribute to the calculation of the Adjusted Nominal Cost.

Design Scored Elements Summary		
	Criteria	Points
	Part 1 – Site Design	55 Points
	• Interior Design	20
	• Exterior Design / Future Expansion	20
	• Natural Light	15
	Part 2 – Operational Efficiencies	39 Points
	• Travel Distances	18
	• Line of Sight	15
	• Process Mapping	6
	Part 3 – Innovation	6 Points
	• Infrastructure for Future Implementation of Automated Guided Vehicle (AGV) Technology	6
	Total Points	100

Table 1 – Design Scored Elements

Table 1 – Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
	PART 1: Site Design	
5.1	Interior Design (20 Points)	

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.1.a	<p>Project Vision & Environment</p> <p>The designated spaces below will reflect the Project’s vision and values which include:</p> <p>Provide an inclusive design that is welcoming, accessible and intuitive for a multicultural population of patients, families and staff.</p> <p>Incorporation of traditional Indigenous healing considerations and a Facility design that visibly integrates Indigenous culture, history and values.</p> <p>Provide a Facility that promotes the health and wellness of patients, visitors and staff through features that incorporate elements of nature into the indoor environment, including: natural finishes and textures, appropriate use of colour, and windows for natural daylight and views of nature.</p> <p>Designated spaces:</p> <p>Main entrance lobby and all waiting rooms, staff lounges, care team stations, patient check-In, reception and registration, public elevator lobbies and corridors</p> <p>Core hospital clinical spaces: patient Rooms, sacred space, gathering area</p> <p>Cancer centre clinical spaces: radiation therapy, systemic therapy infusion/treatment pods</p> <p>Interior architectural considerations that integrate Indigenous culture</p> <p>The opportunity and scope to integrate Indigenous culture and history into the design through interior finishes and thematic elements.</p> <p>The ability to accommodate Indigenous traditional language, practices and ceremonies in interior spaces.</p> <p>Open concept that includes communal and gathering settings, (i.e., inclusion of big house traditional erection elements).</p>	8

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.1.b	<p>Scale:</p> <p>The interior has a human scale, maximizes views of nature and feels welcoming to staff, patients and visitors; reflects multicultural inclusiveness and accessibility.</p> <p>The design incorporates artwork into the interior design and includes for positive distractions for patients and social interaction.</p> <p>The design incorporates floor patterns, wall finishes and ceiling designs that help reduce the psychological perception of long corridors.</p> <p>The design is elder friendly and incorporates rest stop seating within long corridors and along commonly travelled paths.</p> <p>The design provides a variety of furniture configurations in areas such as waiting rooms to provide patients with socialization options to suit their preference.</p> <p>The design creates seating areas that offer options for privacy, solace and solitude.</p> <p>The design provides internal courtyard gardens to provide natural lighting, views to the outside and other design elements to contribute to the recovery and healing process of the patients.</p> <p>The design maximizes the patients' exposure to natural light and outside views through placement of items such as chair bays in proximity to exterior windows.</p> <p>The design provides positive distractions in clinical areas such as radiation vaults which are intimidating for patients.</p>	5
5.1.c	<p>Material, Colour and Texture:</p> <ul style="list-style-type: none"> • Individual design themes for each component area all work cohesively as part of the overall design concept. • Provide component colour palettes appropriate for the emotional and psychological needs of patients. • Environmental wall graphics and other interior design concepts are complementary with a range of themes and colours. 	2

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> Materials and detailing are high quality, durable, efficiently cleaned and appropriate for the healthcare environment and infection prevention and control. The design provides warm colors and finishes which feature 'woodgrain' look in waiting areas. 	
5.1.d	<p>Interior Wayfinding:</p> <ul style="list-style-type: none"> Interior design and wayfinding concepts are intuitive, well integrated and coordinated with the building design. Signage and wayfinding concepts are well integrated through the progressive disclosure methodology. Wayfinding concepts incorporate connections with the natural environment. 	5
5.2	Exterior Design (20 Points)	
5.2.a	<p>Site Design:</p> <ul style="list-style-type: none"> Have a strong presence at the intersection of James Hill Drive and 180th Street with a comprehensive, legible public realm. The design creates meaningful open spaces for the benefit of diverse patients, visitors and staff that provide opportunities for recreation and contribute to an inclusive, healthy community; capitalize on opportunities for outdoor areas of respite and repose to aid in providing a healing environment. Effective loading dock and energy centre location to enable efficient operations. The design of the Facility accommodates all the layby parking areas for service vehicles with exterior connections including the loading dock. The design includes redundant access routes for service vehicles as set out in the Statement of Requirements Section 4.16.4 such that they can reach their point-of-use at the Facility from both 180th Street and James Hill Drive. The design includes all access provisions needed for replacing major equipment required for the Facility, as well as for adding major equipment at a future date including the design of roadways, access, landscape features for provisions of cranes and other vehicles for equipment replacement. 	7

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> • The design includes safe pedestrian crossings that are clearly designated using pavement markings and signage. In areas where a high volume of pedestrian crossings is expected such as at the main entrance covered drop-off and emergency department vestibule/ walk-in entry, the design includes changes in surface material. • The design includes curb let-downs in appropriate locations to facilitate convenient and direct access for persons with disabilities. Align curb-let-downs to pedestrian crossings and to the Facility entrances; • The design includes safe pedestrian refuge spaces behind all sidewalk wheelchair ramps. • The design includes circulation through surface parking areas for pedestrians which include contrasting, durable concrete sidewalk paving treatments where pathways extend through vehicle circulation areas and a hierarchy of primary and secondary pathway systems throughout the Site. • The design includes traffic calming measures including curb bulges and raised crosswalks to minimize roadway pavement width at pedestrian crosswalks. • Exterior architectural considerations that integrate Indigenous culture and history considerations in the building design concept as well as within architectural elements and exterior finishes. <p>Landscaping:</p> <ul style="list-style-type: none"> • The design includes sidewalks and pathways which incorporate landscape treatments with trees and benches, lighting (including pedestrian-scale lighting), distinct paving where appropriate to further identify and enhance the pedestrian movement, seamless interfaces across public and private property without using steps or retaining walls and tactile strips for the visually impaired. • Inclusion of landscaping elements that represent Indigenous peoples and maintains the conservation of the local ecology through protecting native and traditional plants. The range of outdoor spaces identified to accommodate Indigenous practices and ceremonies. 	

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> Honoring the wildlife and embedding the Project to fit in the local environment and surroundings. 	
5.2.b	<p>Future Expansion:</p> <ul style="list-style-type: none"> Preserve and maximize green field areas for development beyond the future expansion which will provide the Authority maximum flexibility for how it can utilize the lands over time; Provide the ability for the Authority to complete the physical links between the Facility and the future expansion through continuation of the back-of-house and front-of-house corridors without crossings of these flows and with minimal impact to the continuous operation of the Facility. Ensure the connections between the Facility and the future expansion are planned to provide for safe and efficient staff, service and public flows. The design includes provisions for future expansion including: <ol style="list-style-type: none"> Avoid placing permanent elements that cannot easily be removed in the future by the Authority within the footprint of the future expansion. Avoid placing trees in the footprint of the future expansion. Consider landscape elements that are easy to remove, easy to relocate and reusable or recyclable in the footprint of the future expansion. Avoid locating utilities within the footprint of the future expansion or in locations deemed by the Authority as detrimental to the future flexibility of the lands. Allow energy centre expansion while minimizing future cost and disruption. 	8
5.2.c	<p>Ease of access and Exterior Wayfinding:</p> <ul style="list-style-type: none"> Entrances are obvious, at surface grade (avoiding stairs and ramps) and logically positioned in relation to likely points of arrival on Site. Locate entrances and access points to minimize slopes and promote accessibility. Pedestrian access routes are obvious, pleasant, well lighted, safe and suitable for wheelchair users and people with other disabilities / impaired sight. Clear concept of wayfinding and signage for the Project Site and the Facility. 	2
5.2.d	Vehicular flows and Site Parking	1

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> The entrances and major circulation systems are clearly understandable from the drivers' perspective and can be easily understood and negotiated safely; and, The design of the vehicular and pedestrian permeation includes pedestrian-oriented walkway connections to the main entries from 180th Street and James Hill Drive Design service vehicle flows to be separate from public vehicle flows and pedestrian movement on the Site. O2 trucks, mobile medical units and other post-disaster vehicles have easy access and will not obstruct public flows when situated for extended periods. 	
5.2.e	<p>Massing and Scale:</p> <ul style="list-style-type: none"> The quality of massing, composition, elevations and image contributes to the overall vision of a healthcare function integrated within an urban setting. Design emphasizes the modular requirements of the program in the massing and materials to achieve articulation, visual interest, and human scale. The exterior design provides for maximum shelter from elements like wind, rain, sun; and considers micro-climatic effects (such as wind tunnels) arising from the location and configuration of adjacent facility. The design maximizes glazing in exit stairs for views to the exterior, safety and orientation to the surrounding neighborhood. The design is highly articulated to break down its scale, utilizing such components as glazing, canopies, varying cladding patterns/design, as well as exposed structural elements. The design reinforces the recognition of a single main entry that is shared by both core hospital and cancer centre as part of an integrated Facility. The Facility will be designed and orientated to maximize daylighting and views. The Facility will respond appropriately to the environmental forces of sun, wind, and precipitation. The Facility will be integrated with the exterior environment to create cohesive indoor/outdoor connectivity at the public entrance areas and include a clear base to visually connect the building to grade. 	2
5.3	Natural Light (15 Points)	

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<p>Access and quality of natural light objectives:</p> <ul style="list-style-type: none"> • Windows, openings and shading devices are designed to minimize glare, maximize thermal comfort, minimize energy cost resulting from heating and cooling, and provide unobstructed views of the natural surroundings. • Design of the space optimizes the utilization of the daylight from the window or opening through the room configuration, placement of equipment and furniture and structural elements. • Design is such that natural light is not used for supply rooms, equipment rooms and dirty utility rooms. • Design prioritizes natural light to areas that accommodate areas where patients and staff spend the majority of their time and to spaces where there is a consistently high number of people. 	
	<p>Access and quality of Direct Natural Light</p> <p>Provide quality direct natural daylight to the spaces listed below:</p>	
5.3.a	<p>Oncology Pharmacy</p> <ul style="list-style-type: none"> • Dispensing Counter (J3.02) <p>Radiation Therapy Planning:</p> <ul style="list-style-type: none"> • Workroom – Physics Students (K1.09) • Workroom – Physics Assistants (K1.08) 	3
5.3.b	<p>Functional Imaging</p> <ul style="list-style-type: none"> • Workroom – Staff (M1.04) <p>Medical Imaging</p> <ul style="list-style-type: none"> • Office-Shared (F8.03) 	2
5.3.c	<p>Virtual Health</p> <ul style="list-style-type: none"> • Workroom – Virtual Health (S1.01) 	2

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.3.d	<p>Administration</p> <ul style="list-style-type: none"> • Workroom – CH Administration (U2.02) • Workroom – CC Administration (U3.02) 	1
	<p>Access and quality of Borrowed Light</p> <p>Provide quality borrowed daylight to the spaces listed below:</p>	
5.3.e	<p>Ambulatory Care</p> <ul style="list-style-type: none"> • Chair Bay - Exam/Treatment (A3.08) - A minimum of 7 chairs to have borrowed light. (Points awarded for anything over and above this minimum.) <p>Perioperative</p> <ul style="list-style-type: none"> • Meeting Room – 12 seat (D7.01) 	3
5.3.f	<p>MDR</p> <ul style="list-style-type: none"> • Meeting Room – 8 seat (P4.02) <p>Medical Imaging</p> <ul style="list-style-type: none"> • Meeting Room – 12 seat (F8.08) 	1
5.3.g	<p>Oncology Ambulatory Care Unit</p> <ul style="list-style-type: none"> • Group Room - (G1.10) <p>Oncology Pharmacy</p> <ul style="list-style-type: none"> • Workstation – Drop Down (J4.01.03) 	2
5.3.h	<p>Public Spaces</p> <ul style="list-style-type: none"> • Workroom – Volunteer – FH (T1.05) <p>Meeting and Education</p> <ul style="list-style-type: none"> • Group Room (V1.01) 	1
PART 2: Operational Efficiencies		

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.4	Process Mapping (6 Points)	
	<p>Flows of health services as described below for the following categories: patient, family/visitors, medications, supplies and materials.</p> <p>Each flow will be assessed from following perspectives: flow is simple and intuitive, demonstrates efficient patient flow through the Facility, and correlates support/supply rooms locations to frequency of use. The frequency of use is related to the adjacencies described in the Statement of Requirements. Room specific adjacencies are listed in the component design criteria, internal functional relationship diagrams provided in Appendix 1A of the Statement of Requirements.</p> <p>Each flow will be assessed from a safety, efficiency, and productivity perspective.</p> <p>Below are the Authority's objectives regarding flows/process mapping:</p> <ul style="list-style-type: none"> • Provide an atmosphere for patients, visitors and staff that is safe with intuitive way finding. • Facilitate communication between visitors and staff. • Provide a safe and comfortable healing environment for patients. • Accessibility of staff to patients and vice versa. Clear lines of sight for visitors and patients to see and communicate with staff. • Convenient access to the supplies, medication and equipment for staff. • Ergonomic design to improve productivity, reduce injuries and fatigue. • Eliminating flows which do not provide value to the patient or staff, such as backtracking, multiple turns or doorways and long travel distances. 	
	Below are designated flows	
5.4.a	<p>Family/Visitor Flows:</p> <ul style="list-style-type: none"> • Vestibule - Walk-In (Emergency) to F1. Patient Arrival and Check-In (Medical Imaging). 	1
5.4.b	<p>Patient Flows:</p> <ul style="list-style-type: none"> • Patient Check-In (Radiation Therapy Treatment) to MRI Simulation Suite (via Public Circulation). • Patient Check-In (Radiation Therapy Treatment) to CT Simulation Suite (via Public Circulation). 	2

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> OR HDR to MRI Simulation Suite and CT Simulation Suite (include entire process from CC starting point). 	
5.4.c	<p>MDR:</p> <p>Evaluation of all workflows as described in flow diagrams:</p> <ul style="list-style-type: none"> one way flow, no crossing of flows adjacent spaces in flow sequence efficiency of flows and minimizing distances 	1
5.4.d	<p>Lab:</p> <ul style="list-style-type: none"> Map flow from accessioning central processing to each sub-components of the department. 	1
5.4.e	<p>Perioperative:</p> <ul style="list-style-type: none"> From Patient Elevator to: D1.01 Patient Check-in to ACU level 2/3 D6.01 Stretcher Bay - ACU to D2.05, D2.04, D2.06 Operating Room to ACU level 1 D6.01 Stretcher Bay - ACU to level 2/3 D6.01 Stretcher Bay – ACU. 	1
5.5	Travel Distance and Corridor Efficiency (18 Points)	
5.5.a	<p>Patient Flow</p> <ul style="list-style-type: none"> Vestibule (Q1.01) - Patient Transfer (Main Level) to Radiation Therapy Treatment Patient Check-In (L1.02). (The distance shall be measured from the exterior of the building through the centre line of exterior vestibule doors to the midpoint of L1.02 Patient Check-In.) 	2
5.5.b	<p>Public Spaces</p> <ul style="list-style-type: none"> Parking shuttle elevators to main elevators. (The distance shall be measured from each parking shuttle elevator to closest and furthest CC public elevator and to closest and furthest CH public elevators.) Parking Shuttle elevator to Emerg C1.08 Patient Check-In – ED. (The distance shall be measured from the closest parking shuttle elevator to the closest check-in station.) 	2

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.5.c	<p>Inpatient Units</p> <ul style="list-style-type: none"> • Patient Rooms to Soiled Utility Room. (The distance shall be measured from all B1.01 Patient Room - Private, B1.04 Patient Room - AIR - Bariatric, and B1.02 Patient Room - Double to B1.15 Soiled Utility Room.) • All patient rooms: B1.01 Patient Room – Private, B1.04 Patient Room - AIR – Bariatric to B1.12 Medication Room. (The distance shall be measured from all B1.01 Patient –Room –Private, B1.04 Patient Room – AIR-Bariatric, and B2.02 Patient Room – Double to the B1.12 Medication Room.) 	2
5.5.d	<p>Emergency</p> <ul style="list-style-type: none"> • Zone 1 Soiled Utility Room to Exam/Treatment Rooms. (The distance shall be measured from all C3.16 Exam/Treatment Room, C3.18 Exam/Treatment Room - Bariatric, and C3.15 Anteroom - AIR - Bariatric to the C3.32 Soiled Utility Room.) • All Exam/Treatment Rooms (Zone 1): C3.16 Exam/Treatment Room, C3.18 Exam/Treatment Room – Bariatric, to Satellite imaging modalities C7.07 Imaging Room - CT, C7.05 Imaging Room - Gen Rad. (The distance shall be measured from all C3.16 Exam/Treatment Room, C3.18 Exam/Treatment Room - Bariatric, and C3.15 Anteroom - AIR - Bariatric to the C7.05 Imaging Room - Gen Rad and C7.07 Imaging Room – CT.) • C2.01 Vestibule - Ambulance Entry to C3.03 Trauma Room. (The distance shall be measured from the exterior of the building through C2.01 Vestibule - Ambulance Entry, through C3.02 Anteroom - Trauma, to C3.03 Trauma Room.) 	2

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.5.e	<p>Perioperative</p> <ul style="list-style-type: none"> All Operating Rooms; D2.04 OR Isolation & D2.05 OR to ACU level 1 D6.01 Stretcher Bay – ACU. (The distance shall be measured from D2.04 Operating Room - Isolation, all D2.05 Operating Room, and D2.06 Operating Room - HDR to the furthest and closest D6.01 Stretcher Bay - ACU and measured from both the in path to the separate Operation Rooms and out path to the stretcher bays.) Clean elevator in Sterile Supply Core to D3.04 Clean Supply Core. (The distance shall be measured from Clean Elevator door on the Perioperative level to D3.04 Clean Supply Core.) D6.01 stretcher bay ACU zone 2 to F5.08 Stretcher bay- Holding to F5.10 Guided Interventional Room-CT. (The distance shall be measured from the closest and furthest D6.01 Stretcher Bay - ACU in zone 2, to F3.04 Stretcher Bay - Holding to F5.08 Guided Interventional Room – CT.) D2.06 Operating Room - HDR to K4.02 MRI Simulation Suite and K3.08 CT Simulation Suite. (The distance shall be measured from Operating Room - HDR to K4.02 Stretcher Bay - Holding and K3.08 Imaging Room - CT – Simulation.) 	4
5.5.f	<p>Systemic Therapy</p> <ul style="list-style-type: none"> Workroom - Pharmacy to farthest Chair Bay – Infusion. (The distance shall be measured from all I2.04 Chair Bay - Infusion to the J2.07 Workroom - ISO 8 - Controlled IV Setup pass-through.) 	2
5.5.g	<p>BCC</p> <ul style="list-style-type: none"> Cyclotron/Radiopharmaceutical Facility to Hot Lab (PETCT/SPECT Suite). (The distance shall be measured from M1.17 Vestibule - Receiving to M2.14 Hot Lab.) 	2
5.5.h	<p>MDRD</p> <ul style="list-style-type: none"> MDRD P3.02.02 Case Cart Holding - Full/Stocked to D3.04 Clean Supply Core. (The distance shall be measured from P3.02.02 Case Cart Holding to D3.04 Clean Supply Core through the MDR Clean Elevator.) 	2
5.6	Line of Sight (15 Points)	
	Definition:	

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<p>Direct line-of-sight: A clear, unobstructed view from an origin point to a destination point, without the use of cameras or visibility aid (e.g., mirrors).</p> <p>The goal of the line-of-sight measurements is to obtain a design that is optimized for a maximum line of sight visibility from key staff locations.</p> <p>A maximum of 2 chair locations can be used per origin point space for line-of-sight evaluation purposes.</p> <p>Destination measurements will be to the head of the patient seated in a chair bay or stretcher bay and the center line of the active door in an exam/treatment, exam air or patient room.</p>	
5.6.a	<p><u>Ambulatory:</u> The ability of staff sitting at the Care Team Station to safely view and monitor the patient in the chair bay located in Pod 2.</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from Care Team Station to Pod 2. (Points are awarded for total number of Chair Bays that qualify under Line-of-Sight definition.) 	2
5.6.b	<p><u>Inpatient Units:</u> The ability of staff sitting at the Care Team Station to safely view and monitor those entering and leaving all Patient Rooms.</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from Care Team Station to Patient Rooms. (Points are awarded for total number of Patient Rooms that qualify under Line-of-Sight definition.) 	3
5.6.c	<p><u>Emergency:</u> The ability of staff sitting at the Care Team Station to safely view and monitor those entering and leaving all Exam/Treatment Rooms.</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from: <ul style="list-style-type: none"> a. Care Team Station - Zone 1 (to Exam/Treatment Rooms including AIR and Bariatric) b. Care Team Station - Zone 2 (to Exam Treatment Rooms including AIR and Bariatric) c. Care Team Station TO Secure Room (Zone 1) <p>(Points are awarded for total number of Exam/Treatment Rooms that qualify under Line-of-Sight definition.)</p>	4

Table 1 – Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
5.6.d	<p><u>Perioperative:</u> The ability of staff sitting at the Care Team Station to safely view and monitor the patient located in ACU Stretcher Bays, and those entering and leaving the Exam Air B.</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from Care Team Station to Stretcher Bays. (Points are awarded for total number of Stretcher Bays that qualify under Line-of-Sight definition.) 	2
5.6.e	<p><u>Radiation Therapy Support:</u> The ability of staff sitting at the Care Team Station to safely view and monitor those entering and leaving all Exam Rooms.</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from Care Team Station to Exam Rooms. (Points for total number of Exam Rooms that qualify under Line-of-Sight definition.) 	2
5.6.f	<p><u>Oncology Pharmacy:</u> The ability of staff sitting at the Dispensing Counter to view the centroid of the System Therapy (ST) waiting area</p> <ul style="list-style-type: none"> • Criterion is to provide direct line-of-sight from Dispensary to ST waiting area. (Points are awarded for visibility into ST waiting area.) 	2
PART 3: Innovation		
5.7	Infrastructure to allow for Future Implementation of AGV Technology (6 Points)	
	<p>The design includes rough-in provisions for future implementation of minimum 5 AGVs including:</p> <ul style="list-style-type: none"> • Sufficient corridor widths between the loading dock / back-of-house services and the service elevators to accommodate a minimum one-way-flow, ideally two-way flows. • Sufficient service elevator lobbies space including queuing, pick-up/drop-off space at every level (min 2 carts). • Sufficient staging, washing, and charging space. • Each flow will be assessed from a safety, efficiency, and productivity perspective. 	6

EIDA Scored Elements Summary		
	Criteria	Points
	Part 1 – EIDA Objectives Related to Construction	5 Points
	<ul style="list-style-type: none"> EIDA Service Plan 	5
	Part 2 – EIDA Objectives Related to Design Firm(s)	3 Points
	<ul style="list-style-type: none"> Design Firm(s)' Diversity, Equity, and Inclusion (DEI) Policy 	1
	<ul style="list-style-type: none"> Design Firm(s)' Organizational Structure 	1
	<ul style="list-style-type: none"> Design Firm(s)' Pay Equity 	1
	Total Points	8

Table 2 – EIDA Scored Elements

Table 2 – EIDA Scored Elements Evaluation Criteria and Weighting		
Related Section in Appendix B	Criteria	Points
6.1	<p>EIDA OBJECTIVES RELATED TO CONSTRUCTION</p> <ul style="list-style-type: none"> <i>#1 The Authority seeks to increase the proportion of both Indigenous Peoples and Underrepresented Groups in the workforce in order to address systemic barriers to their involvement in the construction industry and the broader economy.</i> <i>#2 The Authority seeks to increase the number of credentialed tradespeople in the construction industry.</i> 	5 Points
6.1.1	<p><u>EIDA Service Plan</u></p> <p>Related to Objectives #1 and #2 above, the Authority will consider the following:</p> <ul style="list-style-type: none"> The extent to which the EIDA Service Plan has demonstrated a Proponent's understanding of the EIDA objectives. How effectively the EIDA Service Plan responds to and demonstrates the Design-Builder's ability to achieve or exceed the minimum thresholds set out for the EIDA objectives. 	5

Table 2 – EIDA Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	<ul style="list-style-type: none"> The reasonableness and effectiveness of proposed activities and strategies to achieve the EIDA objectives, including engagement of third-party resources. The reasonableness of the proposed Base Payment including cost assumptions, activities outlined to support the cost buildup, and milestones identified. The reasonableness of the proposed steps to be taken to create a respectful workplace. 	
6.2	<p>EIDA OBJECTIVES RELATED TO DESIGN FIRM(S)</p> <ul style="list-style-type: none"> <i>The Authority seeks to encourage diversification and expansion of the available labour pool in design firms to individuals that often experience barriers to entry / retention.</i> 	3 Points
6.2.1	<p><u>Design Firm(s)' Diversity Equity and Inclusion (DEI) Policy</u></p> <p>The extent to which meaningful DEI policies and activities are in place to educate staff and create an inclusive working environment.</p> <p>The extent to which the DEI policies and activities provide equal opportunity.</p> <p>How well the DEI policies and activities address barriers and/or inequality between genders.</p> <p>The extent to which the DEI policies and activities are able to demonstrate improvements in the last 3 years.</p>	1
6.2.2	<p><u>Design Firm(s)' Organizational Structure</u></p> <p>The extent to which the Design Firm(s)' organizational structure aligns with the DEI policies referenced in Appendix B Section 6.2.1.</p>	1
6.2.3	<p><u>Design Firm(s)' Pay Equity</u></p> <p>The extent to which pay equity provisions are in place.</p>	1

Table 2 – EIDA Scored Elements Evaluation Criteria and Weighting

Related Section in Appendix B	Criteria	Points
	Actual gender wage gap compared with Canada's national gender wage gap in the last full reporting year.	
	Total	8

2. FINANCIAL SUBMISSION

Subject to the terms of this RFP including Section 8.1 Mandatory Requirements and Section 8.2 Evaluation of Proposals, the Authority will evaluate each Financial Submission to determine whether the Authority is satisfied that the Financial Submission substantially meets the following requirements:

- a) in accordance with Section 5.1 of the RFP, the Nominal Cost of the Proposal as at the Submission Time for Financial Submissions must not exceed the Design-Build Price Ceiling;
- b) each Proponent should indicate whether any Scope Ladder items were used to ensure the Nominal Cost of the Proposal is below the Design-Build Price Ceiling. Proponents proposing reductions in the Statement of Requirements must do so in accordance with Sections 5.3 and 8.2;
- c) the Proponent has the financial capacity to meet the obligations of the Project;
- d) the Proponent has confirmation of a bonding undertaking for a performance bond and a labour and materials payment bond, each in the amount of 50 percent of the Nominal Cost of the Proposal; and
- e) the provisions of this RFP, including the requirements set out in:
 - (1) Appendix B of this RFP;
 - (2) the Final Draft Design-Build Agreement; and
 - (3) the Final Draft EIDA.

If the Authority is not satisfied that the Financial Submission substantially meets the above requirements, the Authority may reject the Proposal and not evaluate it further.

3. RANKING PROCESS

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

Step 1: Highest on Scope Ladder

Each Proposal will be examined to identify the extent to which, if at all, Scope Ladder items, as described in Section 5.3 of this RFP, have been used to achieve the affordability requirements. The Proposals will then be ranked in accordance with the Proponent's use of Scope Ladder items, with the Proposal using the least Scope Ladder items being ranked the highest, and the Proposal using the most Scope Ladder items being ranked the lowest.

If a Proponent has made use of Scope Ladder items out of the order described in Section 5.3, the Proponent will be deemed to be using all Scope Ladder items prior to the highest ranked item used even if these items are otherwise included in the Proponent's Proposal. For example, if a Proponent has used

the Scope Ladder item ranked 9 without using all Scope Ladder items ranked 1 through 8, then the Proponent will be deemed to have used all items ranked 1 through 8.

If as a result of the foregoing ranking, both Proposals are ranked equally, then both Proposals will be ranked in accordance with Step 2.

Step 2: Lowest Nominal Cost

The Authority will calculate the Adjusted Nominal Cost of the Proposal by doing the following:

a) Design Scored Elements Adjustment

For the purposes of evaluation and ranking only, the Nominal Cost of the Proposal will be adjusted based on:

- (1) calculating the number of points (including partial points) achieved by the Proposal by which the points achieved by the Proposal exceed 30 points and under 90 points;
- (2) multiplying that calculated number of points by \$1,947,567 (the nominal value of a point allocated by the Authority for this purpose); and
- (3) subtracting the product from the Nominal Cost of the Proposal.

b) EIDA Scored Elements Adjustment

For the purposes of evaluation and ranking only, the Nominal Cost of the Proposal will be adjusted based on:

- (1) calculating the number of points (including partial points) achieved by the Proposal;
- (2) adjusting the number of points calculated in (1) relative to the extent to which a Proponent is able to achieve the design scored elements as follows:
- (3) adjusted EIDA scored elements points = calculated EIDA scored elements points x (design scored element points – 30) * 2.5%
- (4) the adjusted EIDA Scored elements point will be a value between a minimum points of 0 and maximum available points of 8 per Table 2.
- (5) multiplying the adjusted number of points by \$1,000,000 (the nominal value of a point allocated by the Authority for this purpose);
- (6) subtracting the product from the Nominal Cost of the Proposal.

The Proposal which offers the lowest Adjusted Nominal Cost of the Proposal as determined by the Authority will receive the highest ranking and be designated the highest-ranked Proposal.

Step 3: Most Advantageous to the Authority

If the Adjusted Nominal Cost of the other Proposal is not more than \$400,000 higher than the Proposal with the lowest Adjusted Nominal Cost of the Proposal, then the Authority will select the Proposal that, in the Authority's discretion, is the most advantageous to the Authority, and such Proposal will be designated as the highest ranked Proposal. The Authority expects that it will have to conclude that there are compelling advantages as compared to the Proposal with the lowest Adjusted Nominal Cost of the Proposal before a Proposal with a higher Adjusted Nominal Cost of the Proposal will be selected.

APPENDIX B PROPOSAL REQUIREMENTS

Provided as a separate document.

APPENDIX C PROPOSAL DECLARATION FORM

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

[RFP Proponent's Letterhead]

To: Fraser Health Authority
c/o Infrastructure BC
1220 – 800 W. Pender Street
Vancouver BC V6C 1J8

Attention: Emily Suchy, Contact Person

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

1. Proposal

- a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- b) the Proponent is bound by all statements 3. Consent of Proponent Team
- c) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

2. Acknowledgement with Respect to the RFP

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

- a) the Proponent has provided a Proposal that does not exceed the Design-Build Price Ceiling as defined in the RFP;
- b) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;

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

3. Consent of Proponent Team

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

4. The Proponent Team consists of:

Name	Address	Key Individual



**PROPONENT'S CONTACT
REPRESENTATIVE**

Name

Name of Employer

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

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

APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

NAME OF PROPONENT:

Name of Firm – Proponent:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent:

Signature:

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

APPENDIX E PROPONENT COMMENTS FORM

(Collaborative Meetings – s. 2.4(b))

New Surrey Hospital and BC Cancer Centre

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change

APPENDIX F PARTICIPATION AGREEMENT

[Insert Month, Day Year]

Fraser Health Authority
c/o Infrastructure BC
1220 – 800 W. Pender Street
Vancouver, BC V6C 1J8

Attention: Emily Suchy, Contact Person

Dear Sirs/Mesdames:

Re: New Surrey Hospital and BC Cancer Centre – Participation Agreement in respect of the Request for Proposals issued by (the Authority) on [Insert Month, Day Year], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

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

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

- (2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 11.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP;
 - (3) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 9.6 (Partial Compensation for Participation in the RFP) of the RFP; and
 - (4) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 9.3, 9.4, and 9.5 of the RFP.
- e) Amendments. The Proponent acknowledges and agrees that:
- (1) the Authority may, in its sole and absolute discretion, amend the RFP at any time and from time to time; and
 - (2) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.
- f) General.
- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - i. it has the requisite power, authority, and capacity to execute and deliver this Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
 - (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement.
 - (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
 - (4) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.

- (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (7) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (8) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)



SCHEDULE 1 – Confidentiality Conditions

a) **Definitions. In these confidentiality conditions:**

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

case may be, or otherwise retained by the Receiving Party, the Authority or Infrastructure BC in connection with the Project.

- b) Confidentiality. The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1 and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- c) Ownership of Confidential Information. The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
- d) Limited Disclosure. The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Receiving Party will notify Infrastructure BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- e) Destruction on Demand. On written request, the Receiving Party will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- f) Acknowledgment of Irreparable Harm. The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Infrastructure BC

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

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

APPENDIX G 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 Authority in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]

TO: Fraser Health Authority

<>

(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 one million dollars (CDN \$1,000,000) 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 \$1,000,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, **[Note: insert address of Bank in Vancouver, 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 H CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

Posted in the Data Room.

APPENDIX I INITIAL DRAFT DESIGN-BUILD AGREEMENT

Posted in the Data Room.

APPENDIX J INITIAL DRAFT EIDA

Posted in the Data Room.

APPENDIX K BONDING UNDERTAKING

Note: Letters of Undertaking must be on Broker letterhead.

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

To: Fraser Health Authority

Re: Request for Proposals

New Surrey Hospital and BC Cancer Centre

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

Our client wishes to submit a Proposal for the captioned Project, which we understand will require a Performance Bond of 50% of the Nominal Cost of the Proposal and a Labour and Materials Payment Bond of 50% of the Nominal Cost of the Proposal. Based on the information available at this time, and subject to our assessment of the New Surrey Hospital and BC Cancer Centre, and our client's work program at the time of submission of its Proposal, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

If we can provide any further assurances or assistance, please call upon us.

(Name of Surety)

_____ (Seal)

Attorney-In-Fact



APPENDIX L 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 Proposal in response to the Request for Proposals for the New Surrey Hospital and BC Cancer Centre:

We, the undersigned, as authorized representatives on behalf of **[Insert name of Insurance Company*]** do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) inclusive per occurrence, ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) aggregate, for the New Surrey Hospital and BC Cancer Centre, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Fraser 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.bcfssa.ca/web_listings/AuthorizedInsuranceCompanies.aspx

APPENDIX M 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 Proposal in response to the Request for Proposals for the New Surrey Hospital and BC Cancer Centre:

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 New Surrey Hospital and BC Cancer Centre, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the Fraser 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 N COLLABORATIVE MEETING STRUCTURE

A suggested list of key topics for discussion during the Collaborative Meetings is included below:

INFRASTRUCTURE

Structural & Civil

- Site Plan
- Off-site Improvements
- Future Expansion
- Childcare Centre

Mechanical & Electrical

- 100% electric building
- BMS
- AM/BIM
- Sim Lab
- Energy / Climate Resilience
- Energy Centre

IMIT

- Campus Perimeter Pathway System – CPPS

CLINICAL

- Smart Hospital: Smart Rooms, Smart ORs, Command Centre
- Mock-ups
- Multi-Media Rooms
- Schedule of Accommodation variations
- Key Clinical Core Hospital and Cancer Centre Components (TBD)
- Equipment Procurement / BCC Radiation Safety Application / Process
- Linear Accelerator Commissioning
- Functional Imaging / Theranostics / Brachy therapy

GENERAL

- Project Schedule: Key Milestones / Phase Gates
- Quality Management Plan Requirements
- Deficiency Management Plan Requirements
- Commissioning Plan Requirements

LEGAL

- DBA
- EIDA
- RFP

APPENDIX O PROPONENT ENQUIRY FORM

Provided in the Data Room.