



Interior Health

**REQUEST FOR
QUALIFICATIONS
for
CLINICAL SUPPORT BUILDING
DESIGN-BUILD PROJECT**

RFQ #3232

April 29, 2010

Closing Time: 2:00 p.m. (local Victoria time) on June 10, 2010
Delivery Address: 300 – 707 Fort Street
Victoria, BC V8W 3G3
Contact Person: Catherine Silman
E-mail address: catherine.silman@partnershipsbc.ca

SUMMARY OF KEY INFORMATION

<p>RFQ TITLE</p>	<p>The title of this RFQ is: RFQ – CLINICAL SUPPORT BUILDING DESIGN-BUILD PROJECT</p> <p>Please use this title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The Contact Person for this RFQ is: Catherine Silman</p> <p>Mail / Courier Address: 300 – 707 Fort Street Victoria, BC V8W 3G3</p> <p>Email: catherine.silman@partnershipsbc.ca</p> <p><u>No telephone enquiries please.</u></p> <p>Please direct all enquiries, by email, to the above-named Contact Person.</p>
<p>RECEIPT CONFIRMATION FORM</p>	<p>The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.</p>
<p>CLOSING TIME</p>	<p>The Closing Time is: 2:00 P.M. local Victoria time on June 10, 2010</p>
<p>DELIVERY ADDRESS</p>	<p>Responses are to be submitted to:</p> <p>300 – 707 Fort Street Victoria, BC V8W 3G3 Attention: Catherine Silman</p>

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1. INTRODUCTION

1.1 Purpose of RFQ

The purpose of this Request for Qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Project. Based on these Responses, Interior Health Authority (the “**Authority**”) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the request for proposals (“**RFP**”) stage.

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

Under the Competitive Selection Process, the Authority is seeking to enter into a contract (the “**Design-Build Agreement**”) with a qualified entity (the “**Design-Builder**”) to design and build the building referred to as the Clinical Support Building (the “**Project**”, the “**Facility**”, the “**CSB**”, or the “**Clinical Support Building**”).

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

1.2 Administration of RFQ

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

1.3 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

1.4 Project Brief

The Authority has issued a “Project Brief” for the purpose of providing an informal and convenient summary of aspects of the Project. **The Project Brief is not included in any way as part of this RFQ, either expressly or by inference or by reference, and is not intended to be referred to in any way in interpreting this RFQ.**

2. THE PROJECT

2.1 Purpose of the Project

The Authority is planning the proposed Interior Heart and Surgical Centre on the Kelowna General Hospital campus. The full scope of the Interior Heart and Surgical Centre project includes five major components of work, one of which is the construction of the building referred to as the Clinical Support Building.

The purpose of the Project is to design and build the Clinical Support Building on the Kelowna General Hospital (“**KGH**”) campus.

2.2 Project Team

2.2.1 The Authority

The Authority was established as one of five geographically-based health authorities in 2001 by the Government of British Columbia.

The Authority is the owner of the Project.

Additional information about Interior Health Authority is available at: <http://www.interiorhealth.ca>

2.2.2 Partnerships BC

Partnerships BC was established by the Province of British Columbia to evaluate, structure and implement partnership solutions which serve the public interest.

The Authority has engaged Partnerships BC to manage the procurement of the Project.

Additional information about PBC is available at www.partnershipsbc.ca.

2.3 Advance Work by the Authority

An overview of the work undertaken on the Project to date, and work planned to be undertaken prior to Contract Award, is set out below.

2.3.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia. Further Authority and provincial approvals will be required to authorize the Authority to proceed with the RFP and to enter into and sign a Design-Build Agreement, and the Authority will endeavour to obtain these specific approvals.

2.3.2 Project Scope

The Facility will be a three-storey structure of approximately 7,850m² (84,500ft²). Preliminary planning indicates that the new Facility will include the laboratory and the clinical support departments that are currently located in the existing Pandosy Building on the KGH campus. These departments are expected to occupy the second and third floor of the Facility. The first floor of the Facility is designed for the outpatient specimen collection area of the laboratory, the autopsy suite and surface parking.

There is an enclosed bridge included in the Project spanning Pandosy Street to connect the Facility with the Centennial Building and the rest of the campus.

2.3.3 Site

The Facility will be constructed on a site located across Pandosy Street to the east of the main KGH campus.

2.4 **General Scope of Design-Builder's Responsibility**

2.4.1 Design-Build Agreement

The Project will be managed under a design-build agreement. The Authority intends to attach a draft of the design-build contract (the "**Design-Build Agreement**") to the RFP, which will include:

- (a) Statement of Requirements for the design and construction of the Facility; and
- (b) Proposed commercial terms.

The final draft design-build agreement (the "**Final Draft Design-Build Agreement**") will be the basis upon which Proposals must be prepared in response to the RFP.

An indicative design for the Facility will be provided in the Electronic Data Room at the RFP stage.

2.4.2 General Scope of Responsibility

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

- (a) Design

The Design-Builder will be responsible for all aspects of the design for the Facility including the integration of the Facility with the Centennial Building currently under construction on the KGH campus via an above-ground link. The final design will comply with the Statement of Requirements that will be provided to Proponents in the Design-Build Agreement, and all applicable laws, including City of Kelowna zoning. The Project, as a whole, will require LEED® Gold certification. The RFP will provide an indicative design that may be used as a reference, but Proposals may vary from it.

(b) Construction

The Design-Builder will be completely responsible for:

- (1) Obtaining in a timely manner all permits and approvals necessary for construction of the Facility, excluding zoning approvals already in place;
- (2) Provision of utilities and other Site services required to support the Facility, including off-site works as required to connect the Facility to existing City of Kelowna infrastructure;
- (3) Completion of construction of the Facility by March 2012; and
- (4) Basic warranty of the Facility, with possible option for extended warranty.

(c) Finance

It is anticipated that the Authority will make progress/milestone payments during construction, the amount, timing and terms and conditions of which will be set out in the RFP.

It is anticipated that there will be an Affordability Ceiling in the RFP stipulating a maximum value of the milestone payments over the construction period and that it will be mandatory to comply with this requirement.

(d) Wood First

As contemplated by the Wood First Act (British Columbia), the Design-Builder will be required to use wood in the Project, consistent with that legislation.

(e) Communication and Consultation

The Authority will provide day-to-day oversight and administration of the Design-Build Agreement including audit of management processes and liaison with other parties.

The Authority and the Design-Builder will work together on all aspects of public communication and consultation.

2.5 Commercial Terms

2.5.1 Key Commercial Terms

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

- (a) Payment: The Authority will pay milestone payments to the Design-Builder over the construction period as defined in the Design-Build Agreement.

- (b) Affordability: It is anticipated that the successful Proponent will not exceed the Affordability Ceiling threshold to be set out in the RFP.
- (c) Risk Allocation: The Design-Build Agreement will allocate risks to the party best able to manage that risk.
- (d) Extended Warranty: The Authority anticipates requiring the Design-Builder to provide an extended warranty for the Project. The total warranty period is expected to be 5 years in duration.

3. COMPETITIVE SELECTION PROCESS

This section describes the process that the Authority expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ stage; and the RFP stage.

3.1 RFQ Stage

The objective of the RFQ stage, in the absolute discretion of the Authority, is to create a shortlist of up to three (3) Proponents. A Respondent's eligibility to be shortlisted is conditional upon the Respondent having successfully demonstrated to the satisfaction of the Authority, in the Authority's absolute discretion, that the Respondent is one of the best qualified, applying the criteria set out in Appendix A.

3.2 RFP Stage

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Design-Build Agreement.

The Authority will set out the process in the RFP and the intention of the RFP will be to supersede all terms of the RFQ, including, for example, section 5.5 (Changes to Proponent Teams).

The RFP stage will include collaborative discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Design-Build Agreement, to allow Proponents to provide comments on Project-specific issues raised through the process.

3.2.1 Collaborative Discussions

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

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

- (b) The Authority will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of the Authority, amend the Draft Design-Build Agreement and by one or more addenda issue a revised Draft Design-Build Agreement. Ultimately the Authority will issue the Final Draft Design-Build Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 RFP Submission

The RFP submission is expected to include the following:

- (a) a fully binding Proposal to design and build the Facility;
- (b) a commitment to enter into the Design-Build Agreement by the Design-Builder; and
- (c) committed pricing for the Project.

3.3 Competitive Selection Timeline

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

Activity	Timeline
Issue RFQ	April 29, 2010
Introductory Project Meeting	May 19, 2010
RFQ Closing Time	June 10, 2010
Respondent interviews/presentations (optional)	Week of June 14, 2010
Announce Shortlist	July 22, 2010
Issue RFP and Draft Design-Build Agreement to Proponents	August 2, 2010
Issue Final Draft Design-Build Agreement	September 30, 2010
Closing Date for Proposals	October 11, 2010
Selection of Preferred Proponent	November 11, 2010
Contract Award	December 2, 2010
Construction Commences (subject to pre-load results)	December 2010
Substantial Completion	March 2012

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

3.4 Introductory Project Meeting

The Authority intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. It is anticipated the meeting will include a tour of the Site. The date of this meeting will be May 19, 2010 in Kelowna, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

4. SUBMISSION INSTRUCTIONS

4.1 Mandatory Submission Requirements

Responses to this RFQ must be received at the Delivery Address before the Closing Time as stated on the inside cover of this RFQ:

- (a) responses received after the Closing Time will not be considered and will be returned unopened; and
- (b) all times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 Response Form and Content

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

4.3 Language of Responses and Enquiries

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

4.4 No Fax or Email Submission

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

4.5 Receipt of Complete RFQ

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

4.6 Receipt Confirmation Form

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

4.7 Enquiries

All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and the following will apply to any enquiry:

- (a) any responses to enquiries will be in writing;
- (b) enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Authority decides that an enquiry should be distributed to all Respondents, then the Authority will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) Subject to section 4.7(c) any enquiry and response may, in the Authority's discretion, be distributed to all Respondents, if the Authority in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process, or the Authority may keep either or both the enquiry and response confidential if in the judgment of the Authority it is fair or appropriate to do so.

4.8 Unofficial Information

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

4.9 Delivery and Receipt of Fax and Email Communication

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

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

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

- (a) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the Authority or Partnerships BC, or is received in less than its entirety, within any time limit specified by this RFQ.

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

4.10 Addenda

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

4.11 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Authority to Respondents and the digital, electronic or other computer readable form, the paper form of the document prevails.

4.12 Revisions Prior to the Closing Time

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

4.13 Response Declaration Form

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

4.14 Relationship Disclosure Form

A Respondent and the Respondent Team are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E or as otherwise acceptable to the Authority in the Authority's discretion.

5. EVALUATION

5.1 Evaluation

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

5.2 Evaluation Criteria

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

5.3 Evaluation and Selection Procedures

To assist in the evaluation of the Responses, the Authority may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals, 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 Responses;
- (b) seek clarification of a Response or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Responses; and
- (c) request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information, and consider any clarifications and supplementary information from interviews/presentations in the evaluation of Responses.

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

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

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

5.4 Interviews/Presentations

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

5.5 Changes to Proponent Teams

The Authority intends to issue the RFP only to the entities that have been shortlisted under this RFQ. If for any reason a Proponent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new members for listed members), then the Proponent must submit a written application (with such information as the Authority may require) to the Authority for approval. The Authority, in its absolute

discretion, may grant, or refuse to grant, permission for a change to a Proponent's team list, considering the Authority's objective of achieving a Competitive Selection Process that is not unfair to other Respondents, and without limiting the above:

The Authority may refuse to permit a change to the membership of a Proponent's team if:

- (1) the change would, in the Authority's judgment, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- (2) the evaluation of the new team, using the evaluation criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been shortlisted.

The Authority's discretion to give approval for changes to a Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Proponent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

6. RFQ TERMS AND CONDITIONS

6.1 No Obligation to Proceed

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

6.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, the Authority are subject to the Freedom of Information and Protection of Privacy Act ("FOIPPA") and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

6.3 Cost of Preparing the Response

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

6.4 Confidentiality of Information

All non-public information pertaining to Partnerships BC or the Authority obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or the Authority (as applicable). By submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix C to this RFQ.

6.5 No Representation or Warranty

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

6.6 Reservation of Rights

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

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;
- (c) disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 4 of the RFQ, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) waive a defect or irregularity in a Response or any non-conformity in form or content of a Response, except for Mandatory Submission Requirements, and accept that Response;
- (e) not accept any or all Responses;

- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 Limitation of Damages

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

- (a) does not select a shortlist of Respondents;
- (b) suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of the RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s); or
- (d) under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team,

or for any breach or fundamental breach of contract or legal duty of the Authority, whether express or implied, and the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process for any other reason whatsoever.

6.8 Ownership of Responses

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

6.9 Disclosure and Transparency

The Authority is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist the

Authority in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

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

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

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

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

6.10 No Collusion

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

6.11 No Lobbying

A Respondent, and any firms, corporations or individual member of a Respondent, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of the Authority, Partnerships BC, the Fairness Advisor's firm, except the individual appointed as Fairness Advisor, or any representative of the Authority, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by the Authority. The Authority reserves the right to disqualify a Respondent that contravenes this section 6.11.

6.12 Relationship Disclosure and Review Process

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

Respondents must submit the form attached as Appendix E with their Response and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they

may have with the Authority, Partnerships BC or any members of the Authority or others providing advice or services to the Authority with respect to the Project, or any other matter that gives rise or might give rise to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

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

The Authority and the COI Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.12.1 Use or Inclusion of Restricted Parties

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

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

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

6.12.2 Current Restricted Parties

At this RFQ Stage, and without limiting the definition of "Restricted Parties", the Authority has identified the following persons, firms or organizations as Restricted Parties:

- Cannon Design and sub-consultants including:
 - Bush Bohlman and Partners;
 - Hirschfield Williams Timmins Ltd.;
 - H.H. Angus & Associates Ltd.;
 - CTQ Consultants Ltd.; and
 - Levelton Consulting Ltd.
- Infusion Health KVH General Partnership
- Black & McDonald
- Ernst & Young
- Fasken Martineau Dumoulin LLP
- Boughton Law Corporation
- Spiegel Skillen & Associates Limited
- Jane S. Shackell, Q.C.

- Miller Thomson LLP
- the Authority and Partnerships BC, including their former and current employees who fall within the definition of “Restricted Party”.

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

6.12.3 Conflict of Interest Adjudicator

The Authority has appointed Doug Hopkins of Boughton Law Corporation as conflict of interest adjudicator (the “**COI Adjudicator**”) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party. There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.4 Request for Advance Decision

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

- (a) to request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Closing Time by email, the following information:
 - (1) Names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
 - (2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - (3) 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
 - (4) Copies of any relevant documentation.

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

Subject to section 6.2 all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed

in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.12.5 The Authority May Request Advance Decision

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under section 6.12.4.

6.12.6 Decisions Final and Binding

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

6.12.7 Exclusivity

Unless permitted by the Authority in its sole discretion or permitted as a Shared Use Person, a Key Individual may only participate as a member of one Respondent Team.

6.12.8 Shared Use

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

6.12.9 **Legal Counsel**

Respondents should not retain Fasken Martineau DuMoulin LLP to advise or assist them in any matter relating to this RFQ. By submitting a Response, the Respondent expressly consents to Fasken Martineau continuing to represent the Authority for all matters in relation to this RFQ and the Project, including any such matter that is adverse to the Respondent, despite any information of the Respondent and any solicitor-client relationship that the Respondent may have had, or may have, with Fasken Martineau in relation to matters other than this RFQ and the Project. This section is not intended to waive any of the Respondent’s rights of confidentiality or solicitor-client privilege. The Authority reserves the right at any time to waive any provision of this section.

6.13 Fairness Advisor

The Authority has appointed Jane S. Shackell, Q.C. as Fairness Advisor (the "**Fairness Advisor**") to act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will be kept fully informed by the Authority of all activities associated with the implementation of the Competitive Selection Process, and will have full access to all documents, meetings and information related to the process. The Fairness Advisor will report to the Project's Board as to the fairness of the implementation of the process. The reports of the Fairness Advisor will include a report on the process followed leading to the selection of the shortlisted Respondents under this RFQ, and the Authority will make such report public.

Proponents may contact the Fairness Advisor directly with regard to the Competitive Selection Process.

7. DEFINITIONS

In this RFQ:

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

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

Authority means Interior Health Authority.

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

Clinical Support Building has the meaning set out in section 1.1

Closing Time means the time and date indicated as such in the Summary of Key Information.

COI Adjudicator has the meaning set out in section 6.12.3.

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

Confidential Information has the meaning set out in Appendix C.

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

Construction Lead means the party responsible for providing construction services.

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

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

CSB has the meaning set out in section 1.1.

Delivery Address means the delivery address identified as such on in the Summary of Key Information.

Design Lead means the party responsible for providing design services.

Design-Build Agreement has the meaning set out in section 1.1.

Design-Builder means the entity proposed by the Respondent who is competing to be shortlisted at the RFQ stage, to be named the Preferred Proponent at the RFP stage, and to enter into the Design-Build Agreement with the Authority.

Draft Design-Build Agreement has the meaning set out in section 2.4.1.

Electronic Data Room has the meaning set out in section 2.4.1.

Evaluation Criteria means the criteria referred to in section 2.1 of Appendix A to this RFQ.

Facility has the meaning set out in section 1.1.

Fairness Advisor has the meaning set out in section 6.13.

Final Draft Design-Build Agreement has the meaning set out in section 2.4.1.

FOIPPA has the meaning set out in section 6.2.

Key Individuals means the key individuals as identified in the Response.

KGH has the meaning set out in section 2.1.

Mandatory Submission Requirements has the meaning set out in section 4.1.

Partnerships BC or PBC means Partnerships British Columbia Inc.

Preferred Proponent means the company, firm, consortium or other legal entity selected by the Authority during the RFP stage to finalize and enter into the Design-Build Agreement.

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

Project Brief has the meaning set out in section 1.4.

Proponent means a person who has been shortlisted under the RFQ to be eligible to submit a Proposal in response to the RFP.

Proposal means the submission prepared by a Proponent in response to the RFP.

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

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

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

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

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

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

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

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

RFP means the request for proposals which may be issued by the Authority as a stage of the Competitive Selection Process.

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

Shared Use Person means those persons or firms, if any, who are specifically named pursuant to section 6.12.8.

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

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.

Summary of Key Information means the part of this RFQ on page 2, or commencing on page 2, under the heading "SUMMARY OF KEY INFORMATION".

APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

1. **Response Guidelines**
2. **Evaluation Criteria**
 - 2.1 Evaluation Criteria
 - 2.2 Disqualification of Responses
3. **Response Format**

Attached Sample Forms

Form A-1: Nominated Project Details

1. Response Guidelines

Responses should:

- (a) Include all of the information requested in this Appendix A; and
- (b) Be submitted as follows:

<u>Package</u>	<u>Contents</u>	<u>Number of Copies</u>
Package 1	<ul style="list-style-type: none"> 1. Transmittal Letter 2. A table containing the names and company names for each of the Key Individuals; 3. Response Declaration Form (see Appendix D of the RFQ) signed by the party identified in the form as the Respondent's Representative; 4. Relationship Disclosure Form (see Appendix E of the RFQ) signed by the Respondent and each member of the Respondent Team (note that Respondents may submit more than one Relationship Disclosure Form); 5. Bonding Undertaking (see Appendix F of the RFQ); and 6. Insurance Undertakings (see Appendix G and Appendix H of the RFQ). 	<p>One</p> <p>One</p> <p>One</p> <p>One or more</p> <p>One</p> <p>One</p>
Package 2	Response (See section 3, subsections 1, 2, and 3 of this Appendix A) excluding the Financial Information provided in Package 3.	One unbound copy marked "Master", and 9 bound copies and one electronic copy.
Package 3	Financial information (See section 3, subsection 4 of this Appendix A).	One unbound copy marked "Master", and 4 bound copies and one electronic copy.

- (c) Be clearly marked with the words, "**Clinical Support Building Design-Build Project**" to the Delivery Address.

2. Evaluation

2.1 Evaluation Criteria

The Authority will evaluate Responses by applying the Evaluation Criteria and weighting in Table 1, in accordance with each section of the Response content requirements outlined in Table 2.

Without limiting in any way the Authority's rights and discretions, including in section 6.6 of this RFQ, in respect of any of the requirements referenced in Table 2 of this Appendix A, the Authority may in its absolute discretion, after reviewing the contents of the Response in accordance with section 4.1 of Table 2 of this Appendix A, discontinue the evaluation of any Response if the Respondent is determined to be unable to demonstrate its financial viability.

Table 1. Evaluation Criteria and Weighting

Response Format Section Number	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	See Section 1 of Response Format (next section of Appendix A).	Not evaluated
Section 2 Respondent Team	<p>Organizational strength and demonstrated ability to undertake and develop the complete Project, including:</p> <ul style="list-style-type: none"> (a) Experience and capacity to assemble and manage a multi – disciplinary Respondent Team that will effectively integrate required expertise for the overall benefit of the Project and the Authority; (b) Experience with managing sub-contractors in a design-build environment; (c) Demonstrated experience in providing value-added, innovative solutions; and (d) Evidence of project development ability and experience, including: <ul style="list-style-type: none"> i. Respondent Team's relevant experience; ii. Details of Respondent Team's performance against the Nominated Projects' primary agreements; iii. Experience with provision of extended warranties. <p>See Section 2 of Response Format (next section of Appendix A).</p>	30

Response Format Section Number	Evaluation Criteria	Weighting
Section 3 Design and Construction Teams	<p>Strength and demonstrated ability to undertake the design and construction of the Project based on the following:</p> <ul style="list-style-type: none"> (a) Project management experience and capability; (b) Experience and capacity to assemble and manage a design and construction team with applicable experience and expertise; (c) Experience and ability of the design and construction team Key Individuals; and (d) Demonstrated availability and capacity of the design and construction team for the Project given anticipated commitments. <p>See Section 3 of Response Format (next section of Appendix A).</p>	50
Section 4 Financial Capacity	<p>Strength and relevance of demonstrated financial capability to undertake the Project including:</p> <ul style="list-style-type: none"> (a) Ability to provide insurance and bonding; (b) Degree to which financial statements provide evidence of strong financial standing; (c) Ability to absorb liquidated damages; and (d) Evidence of financial capability to have previously undertaken similar projects. <p>See Section 4 of Response Format (next section of Appendix A).</p>	20
Total		100

2.2 Disqualification of Responses

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

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

Respondents and Respondent Teams may be required to undertake a criminal records check in order to participate in the Project.

3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 2 below.

Table 2. Response Content Requirements

Section No.	Title	Contents
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	1. Identify the Design-Builder. 2. Provide the legal name of the entity for each of the following Key Individuals: <ul style="list-style-type: none"> (a) Construction Lead; (b) Design Lead; (c) Structural engineer; (d) Mechanical engineer; (e) Electrical engineer; (f) Geotechnical engineer; (g) Civil engineer; (h) Landscape architect; (i) Environmental consultant; (j) LEED® coordinator; and (k) Building envelope specialist.
1.2	Contact Information	Provide the name and following contact details for the Respondent's Representative: <ul style="list-style-type: none"> 1. Name; 2. Employer; 3. Mailing/courier addresses; 4. Telephone number; 5. E-mail address; and 6. Website address. <p>Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding the RFQ.</p>
1.3	Nominated Projects	Submit a maximum of 10 Nominated Projects using Form A-1. Nominated Projects should begin with the most recent relevant project and continue chronologically. Nominated Projects can include projects from any members of the Respondent Team, and should begin with the most recent relevant project, and continue chronologically.

Section No.	Title	Contents
2.	Respondent Team	
2.1	Team Organization	<ol style="list-style-type: none"> 1. Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members and any anticipated changes contemplated over the Project lifecycle. 2. Describe the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnership, etc.). 3. Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals (a minimum of the project manager, construction manager, design manager for the design-builder, architect lead designer and contract manager) and other individuals that will report into them to indicate the proposed approach/management structure for the Project. Note: Names are only required for Key Individuals at this time. 4. Provide a short description of the Respondent Team and significant team members (for publication of the teams shortlisted for the RFP stage).
2.2	Development Experience	<p>Describe the Respondent Team's experience and capability with the following, based on up to five of the Nominated Projects that are demonstrated to be relevant to the Project:</p> <ol style="list-style-type: none"> 1. Developing and managing projects that are similar in scope and size to the Project; 2. Assembling and managing multi-disciplinary teams including design and construction integration; 3. Developing designs in consultation with a healthcare user/client; 4. Providing value-added innovative solutions to design and construction including, but not limited to, design principles, healthy buildings, LEED® New Construction; 5. Managing sub-contractors in the delivery of complex design build contracts; and 6. The Respondent Team's performance in meeting its obligations.
2.3	Availability	Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
3.	Design and Construction	
3.1	Project Management	<p>Describe the Construction Lead's project management experience and capability, based on Nominated Projects provided that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ol style="list-style-type: none"> 1. Managing large fast-tracked, complex projects, particularly design-build or public private partnership projects; 2. Schedule management; 3. Working with contractors and sub-contractors; and

Section No.	Title	Contents
		<ol style="list-style-type: none"> 4. Coordinating the work of the various specialists to achieve integration between designers and sub-contractors, in accordance with the Project schedule.
3.2	Construction Experience	<p>Describe the Construction Lead's experience and capability, based on Nominated Projects provided that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ol style="list-style-type: none"> 1. Construction experience in large, multi-disciplinary, fast-tracked, complex projects, particularly healthcare design-build or public private partnership projects; 2. Energy efficient or sustainable projects, in particular relating to LEED® Gold certification; 3. Use of wood in construction; 4. Construction and logistics management; and 5. Quality assurance and health and safety programs.
3.3	Design Experience	<p>Describe the Design Lead's experience and capability, based on Nominated Projects provided that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ol style="list-style-type: none"> 1. Design experience in large multi-disciplinary, fast-tracked, complex projects, particularly healthcare design-build or public private partnership projects; 2. Developing designs in consultation with a healthcare facility client; 3. Integrating design with construction; 4. Familiarity with Canadian codes and standards, or equivalent; and 5. Introducing "best practices" concepts into design to deal with issues such as LEED® Gold certification, integration of process improvement concepts (such as workflow re-design, process efficiency tools, etc.) into facility design, with specific reference to health care environments.
3.4	Reference Projects	<p>From the list of Nominated Projects provided, identify a reference project and indicate through any combination of sketches, photographs and text, the features that are most relevant to the Clinical Support Building Project that demonstrate aspects of the Respondent's credentials.</p>
3.5	Key Individuals' Experience	<p>Provide comprehensive résumés for lead construction and lead design Key Individuals including, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation; 3. Role, duties and responsibility for the Project; 4. Summary of education/qualifications; 5. Relevant experience; and

Section No.	Title	Contents
		6. Relevant healthcare or related experience.
4.	Financial Capacity and Experience	
4.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following;</p> <ol style="list-style-type: none"> 1. Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix G and Appendix H, from an insurer that the following coverage will be available for the Project if the Respondent is awarded a contract: <ul style="list-style-type: none"> • Commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence; \$20 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$10 million annual aggregate; and • Professional liability insurance coverage of not less than \$5 million per occurrence and \$5 million aggregate. 2. Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix F, from a surety that the Respondent will be able to obtain a 50% performance bond and a 50% labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia if the Respondent is awarded a contract. <p>Provide the following information for the Design-Builder who will enter into the Design-Build Agreement with the Authority:</p> <ol style="list-style-type: none"> 1. Annual financial statements for the last three years available; 2. Typical value of the average design-build project completed; 3. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements; 4. Details of available working capital and ability to absorb liquidated damages; 5. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years; and 6. Commentary from the Respondent on their ability and willingness to provide an extended warranty.

Form A-1: Nominated Project Details (Maximum 3 pages in length per project)

Respondent _____

Respondent Member(s) _____

Project number _____ (*sequentially numbered 1 to 10*)

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state, highway/road/ Facility, site or project extents.</i>
Client organization	<i>Organization name.</i>
Reference contact details	<i>Key client contacts (individuals), name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity including detail on the use of wood in the project.</i>
Current status of project	<i>Describe the current status of project relative to key milestone events.</i>
Contract Model	<i>Contract structure i.e. public private partnership, design-build, etc.</i>
Role(s) on project	<i>Role, duties and responsibilities.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

APPENDIX B - RECEIPT CONFIRMATION FORM

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

**Request for Qualifications
Clinical Support Building Design-Build Project**

Submission Date: June 10, 2010

To receive any further distributed information
about this Request for Qualifications,
please return both pages of this form as soon as possible to:

Partnerships British Columbia
Fax: (250) 356-2222 or
Email: catherine.silman@partnershipsbc.ca

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

E-MAIL ADDRESS: (_____) _____ **TELEPHONE:** (_____) _____

CONTACT PERSON: _____

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C - CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) "Agreement" means this Appendix C which is subject to the RFP;
- (b) "Confidential Information" means all documents, knowledge and information provided by the Authority or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - (i) Is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 - (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 Agreement 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 this Agreement 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.
- (c) "Permitted Purposes" means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.

- (d) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (e) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or Proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of the RFQ.

2. Confidentiality

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

3. Ownership of Confidential Information

The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the 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, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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

APPENDIX D - RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: [insert delivery organization and address]

Attention: [insert Contact Person]

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

1. Response

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

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.7, all documents listed in the RFQ "Table of Contents", and any and all Addenda;

- c. The Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

- a. The RFQ is not an offer, a tender, or a request for proposals, it is a Request for Qualifications and the responsibility of the Authority is limited to consider Responses in accordance with the RFQ.

4. Consent of Respondent Team

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

5. The Respondent Team consists of:

Name	Address	Key Individual or Equity Provider

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

APPENDIX E - RELATIONSHIP DISCLOSURE FORM

***This Form must be completed by the Respondent and by each member of the Respondent Team (including firms and individuals).
Multiple forms may be completed and provided.***

[RFQ Respondent's Letterhead]

To: [insert delivery organization and address]

Attention: [insert Contact Person]

Re: Request for Qualifications for Clinical Support Building Design-Build Project

[insert Respondent Name] Response

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

1. the Respondent has undertaken the necessary and due searches and inquiries;
2. the Respondent and each member of the Respondent Team has reviewed the list of Restricted Parties set out in the RFQ and that as of the date of this Relationship Disclosure Form, neither any member of the Respondent Team nor the Respondent has any current or former relationship with:
 - (a) any former or current officials, employees, representatives, elected officials of the Authority; or
 - (b) any former or current officers, directors, employees or representatives of any individual, corporation, partnership, or other entity, or the entity itself,that have been involved in the Competitive Selection Process or the design, planning or implementation of the Project, or
 - (c) any Restricted Party or their current or former employees, shareholders, directors or officers

other than as identified in the table below.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Authority will rely upon and, despite any prior or subsequent investigation by the Authority, will be deemed to have relied upon, these declarations in connection with the Response, including any consideration and evaluation of the Response, pursuant to the RFQ.

Name of Restricted Party / Person	Details of the nature of the Respondent's or Respondent Member's or Key Individual's relationship with the listed Restricted Party (e.g. Respondent/Key Individual was an advisor to the Restricted Party from 1999-2000)

(Add additional pages as may be required)

NAME OF RESPONDENT:

Name of Firm – Respondent/Key Individual:

Address:

E-mail Address:

Telephone:

Name of Authorized Signatory for Respondent/Key Individual:

Signature:

APPENDIX F – BONDING UNDERTAKING

Date: _____, 20 ____

No. _____

TO: Interior Health Authority

**Re: Request for Qualifications
Clinical Support Building Design-Build Project**

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

Our client wishes to be prequalified as a Respondent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of TWENTY-FOUR MILLION DOLLARS (\$24,000,000.00) and a Labour and Materials Payment Bond in the approximate amount of TWENTY-FOUR MILLION DOLLARS (\$24,000,000.00). Based on the limited information available at this time, and subject to our assessment of the Clinical Support Building Design-Build Project, and our client's work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

(Seal)

Attorney-In-Fact

APPENDIX G – INSURANCE UNDERTAKINGS

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Clinical Support Building Design-Build Project:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00) inclusive per occurrence, TWENTY MILLION DOLLARS (\$20,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of TEN MILLION DOLLARS (\$10,000,000.00) annual aggregate for the Clinical Support Building Design-Build Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____
(Duly Authorized Representative of Insurance Company)

APPENDIX H – INSURANCE UNDERTAKINGS

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Clinical Support Building Design-Build Project:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide Single Project Group Professional Liability insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive of any one claim for the Clinical Support Building Design-Build Project, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____
(Duly Authorized Representative of Insurance Company)