



Request for Proposals  
Design-Build Agreement Stage

Dawson Creek and District Hospital  
Redevelopment Project

Issued September 8, 2021



## SUMMARY OF KEY INFORMATION

<b>RFP TITLE</b>	The title of this RFP is: <b>Dawson Creek and District Hospital Redevelopment Project</b> The Proponent should use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFP is: <b>Gabriel Srour, Infrastructure BC</b> <b>Email:</b> Gabriel.Srour@Infrastructurebc.com Please direct all Enquiries, in writing, to the above named Contact Person. <b>No telephone enquiries please.</b>
<b>ENQUIRIES</b>	The Proponent is encouraged to submit Enquiries at an early date and: <ul style="list-style-type: none"> <li>▪ for Enquiries related to the Technical Submission: prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time for Technical Submission</li> <li>▪ for Enquiries related to Financial Submissions: prior to 15:00 Pacific Time on the day that is 10 Business Days before each of the Submission Times for Financial Submissions</li> </ul> to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry.
<b>The following submissions are to be delivered before the time, and at the location, indicated below:</b>	
<b>SUBMISSION TIME FOR INTERIM FINANCIAL REVIEW SUBMISSION</b>	November 23, 2021 at 11:00 Pacific Time
<b>SUBMISSION LOCATION</b>	By email to the Contact Person: Gabriel.Srour@Infrastructurebc.com
<b>The following submissions are to be delivered before the time, and at the location, indicated below:</b>	
<b>SUBMISSION TIME FOR FIRST TECHNICAL SUBMISSION</b>	April 28, 2022 at 11:00 Pacific Time
<b>SUBMISSION TIME FOR SECOND TECHNICAL SUBMISSION</b>	TBD at 11:00 Pacific Time
<b>SUBMISSION TIME FOR FIRST FINANCIAL SUBMISSION</b>	May 31, 2022 at 11:00 Pacific Time
<b>SUBMISSION TIME FOR SECOND FINANCIAL SUBMISSION</b>	TBD at 11:00 Pacific Time
<b>SUBMISSION LOCATION</b>	Proposals are to be submitted to:

	Infrastructure BC Suite 1220 – 800 West Pender St., Vancouver, BC V6C 1J8 Attention: <b>Gabriel Srou</b>
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 Pacific Time

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## 1 INTRODUCTION

### 1.1 PURPOSE OF RFP

Northern Health Authority (the Authority) is seeking a Design-Builder to design and build the new Dawson Creek and District Hospital and other works ancillary to the new Hospital in Dawson Creek, BC (the Project).

The purpose of this Request for Proposals (the RFP) is to invite the Proponent to prepare and submit one or more Proposals to complete the Design (if necessary) and construct the Project under a design-build agreement (the Design-Build Agreement).

Concurrently with development of the Project's Design in accordance with the design early works agreement executed between the Proponent and the Authority dated September 2, 2021 (the Design Early Works Agreement), the Proponent will submit one or more Proposals that will include binding price proposals to enter into the Design-Build Agreement. If any of the Proposals are acceptable to the Authority, the Design-Build Agreement will be finalized.

### 1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Through the Design Early Works Agreement Request For Proposals issued March 16, 2021 (the DEWA RFP) by the Authority, the following Proponent is qualified to participate in this RFP:

- (a) Clark Turner Dawson Creek JV

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

## 2 RFP PROCESS

### 2.1 ESTIMATED TIMELINE

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

Activity	Timeline
Issue RFP	September 8, 2021
Kick-Off with Proponent	September 15, 2021
First Collaborative Meeting	October 19, 2021
Business-to-Business Networking Session	November 2021
Interim Financial Review Submission	November 23, 2021
Second Collaborative Meeting	January 12, 2022
Third Collaborative Meeting	February 2, 2022
Issue Final Draft Design-Build Agreement	March 31, 2022
Submission Time for First Technical Submission	April 28, 2022
Submission Time for First Financial Submission	May 31, 2022
Project Board Approval for Execution of Design-Build (if acceptable)	June 2022
Provincial Approval for Execution of Design-Build Agreement (if acceptable)	July 2022
Execution of Design-Build Agreement if Approved	July / August 2022
<b>If Financial Submission is not Acceptable</b>	
Issue Final Draft Design-Build Agreement	To be determined
Submission time for Second Technical Submission	To be determined
Submission Time for Second Financial Submission	To be determined
Project Board Approval for Execution of Design-Build Agreement (if acceptable)	To be determined
Provincial Approval for Execution of Design-Build Agreement (if acceptable)	To be determined
Execution of Design-Build Agreement	To be determined

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

### 2.2 COLLABORATIVE MEETINGS

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



- (a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponent to develop an optimal solution for the Authority while minimizing the risk that the solution is unresponsive to the Authority's requirements, and in particular:
- (1) to permit the Proponent's representatives to provide the Authority Representatives with comments and feedback on:
    - i. Commercial and legal issues related to the following:
      - a. Initial Draft Design-Build Agreement; and
      - b. Design development requirements, and specifications of the Project
    - ii. material issues such as affordability of the Project.
  - (2) to permit the Proponent to discuss with the Authority potential solutions and approaches that the Proponent may be considering for various aspects of its one or more Proposals;
- (b) five Business Days in advance of each Collaborative Meeting, the Proponent should provide the Authority with:
- (1) A proposed meeting agenda (including Authority Representatives the Proponent would like in attendance); and
  - (2) A list of prioritized issues the Proponent would like to discuss and any materials relevant to such issues, including Acceptable Equivalents;
- (c) the Authority may provide the Proponent with comments on the agenda and a list of any prioritized issues the Authority would like to discuss. Failure to provide an agenda may result in cancellation of the Collaborative Meeting. The Authority may also call additional Collaborative Meetings with its own agenda;
- (d) upon review of the proposed agendas, the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;
- (e) except as may be expressly stated otherwise in this RFP, including Section 10.5, the Authority will retain all information received from the Proponent during a Collaborative Meeting(s) as strictly confidential, and will not disclose such information to any third party. The Authority may disclose such information to its consultants and advisors who are assisting or advising the Authority with respect to the Project;
- (f) at each Collaborative Meeting the Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the

Proponent considers reasonably necessary for effective communication with the Authority, and to fulfil the objectives of the Collaborative Meeting, provided that the Authority may, in its discretion, limit the number of participants at any one meeting. Participation in Collaborative Meetings is in person unless agreed by the Authority;

- (g) if, for the purposes of the preparation of its one or more Proposals, the Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Design-Build Agreement request an Addendum to this RFP clarifying and amending the provision in question;
- (h) to facilitate free and open discussion at the Collaborative Meetings, the Proponent should note that any comments provided by or on behalf of the Authority during any Collaborative Meeting, including in respect of any particular matter raised by the Proponent, or which is included in any documents or information provided by the Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative Meetings to anything said or provided by the Proponent, will not in any way bind the Authority, and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent;
- (i) by participating in the Collaborative Meetings the Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of this RFP Process as described in this RFP and are in the interests of both parties;
- (j) following the release of this RFP, the Authority will consult with the Proponent to confirm specific dates for Collaborative Meetings;
- (k) the Proponent may request that the Authority schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed; and
- (l) it is expected that the Collaborative Meetings will be held in Vancouver or by videoconference at the Authority's discretion. If Collaborative Meetings are held in Vancouver B.C., participation should be in person unless agreed by the Authority.

### 2.3 COMMENTS ON THE DESIGN-BUILD AGREEMENT

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

- (a) as part of the Collaborative Meeting process, the Authority will invite the Proponent to discuss possible clarifications or amendments to the Initial Draft Design-Build Agreement and Final Draft Design-Build Agreement including with respect to commercial, legal, and design and construction aspects of the Project;
- (b) prior to each Collaborative Meeting, the Proponent should provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft Design-Build Agreement, Final Draft Design-Build Agreement, using the Proponent Comments Form attached as Appendix E, together with an agenda and issues list described in Section 2.2; and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponent in the Collaborative Meetings and may respond to some or all of the comments received, and will amend the Initial Draft Design-Build Agreement, Final Draft Design-Build Agreement, as the Authority may determine, in its discretion.

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

## 2.4 BUSINESS-TO-BUSINESS NETWORKING SESSION

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

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

The Business-to-Business Networking Session will be held in Dawson Creek, B.C. If circumstances prevent an in-person event, the Business-to-Business Networking Session will be held via a virtual platform.

## 2.5 DATA ROOM

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

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

## 2.6 INTERIM FINANCIAL REVIEW SUBMISSION

It is in the interests of the Authority and the Proponent to identify at an early stage of the process whether the Project, as defined in this RFP, is affordable within the limits set out in Section 4. Accordingly, as part of the Collaborative Meetings, the Proponent and the Authority will conduct an interim financial review as follows:

- (a) the purpose of the interim financial review is to give early warning of any difficulty in staying within the Design-Build Price Ceiling, and to permit the Authority and the Proponent to consider and implement steps so that this RFP Process can proceed with confidence that one or more Proposals will be within the Design-Build Price Ceiling;
- (b) prior to the Submission Time for Interim Financial Review Submissions, the Proponent should submit to the Authority its best estimate of the anticipated aggregated nominal cost of the proposal (the Aggregated Nominal Cost of the Proposal), as calculated in accordance with Form A1 of Appendix B. While not prescribing the form of the submission, the Authority is expecting it to be no more than 10 pages in length and to 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);
- (c) the Authority will retain the Interim Financial Review Submission as strictly confidential, and will invite the Proponent, as part of a Collaborative Meeting, to discuss any aspect of its Interim Financial Review Submission, including any recommendations for amendment of the Project requirements if the Proponent determines that the Project as described will exceed the Design-Build Price Ceiling; and

- (d) unless expressly referred to or included by reference in its Proposal, the Proponent's Interim Financial 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 indicated in the Proponent's Interim Financial Review Submission are not a commitment and that all aspects could change in one or more Proposals.

## 2.7 PROPONENT'S CONTACT REPRESENTATIVE

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

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

### 3 KEY PROJECT ELEMENTS

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

#### 3.1 DESIGN-BUILDER RESPONSIBILITIES

The Design-Builder will be responsible for all aspects of the Project in accordance with the Design-Build Agreement. This includes but is not limited to:

- (a) design and construction of the Facility and integration of the various building components with each other;
- (b) provision of utilities and other site services required to support the Facility, including off-site works as required for connection to existing City of Dawson Creek (City) infrastructure;
- (c) achieving Substantial Completion and Total Completion;
- (d) performing warranty repairs for a period of two years following Substantial Completion; and
- (e) achieving LEED Gold Certification.

#### 3.2 MUNICIPAL APPROVALS

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

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

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

Pursuant to the Design-Build Agreement, the Design-Builder will have the responsibility to obtain the City's approval for utility connections and other matters. The Design-Builder may, at its risk, seek zoning variances or permit modifications for the benefit of its design and Proposal.

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

The City will not respond directly to questions from the Proponent regarding the Project. All such requests for information from the City are to be submitted to the Contact Person as outlined in Section 6.6.

### 3.3 SITE REPORTS

A geotechnical report has been completed and is available to the Proponent in the Data Room. The Authority has made the geotechnical report available without warranty regarding any recommendations for bearing pressures, settlements and the like, which may be contained in that report.

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

The Authority will allow testing during this RFP Process upon request by the Proponent and at the cost to the Proponent.

### 3.4 SITE CONSIDERATIONS

The Authority will facilitate a Site meeting with the Proponent, if requested, for the purpose of answering questions related to Site conditions. In submitting a Technical Submission, the Proponent is to confirm it understands the existing conditions, critical dimensions and limitations of the Site.

### 3.5 SPACE REQUIREMENTS AND INDICATIVE DESIGN

The Design-Builder will be required to design and construct the Facility to meet the requirements of the Design-Build Agreement, including accommodation of the spaces, activities, functions, design features and adjacencies.

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

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

### 3.6 EQUIPMENT

The Design-Builder will complete the Facility to accommodate equipment, including all required electrical, IMIT, mechanical 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 list is appended to Schedule 1 [Statement of Requirements] of the Design-Build Agreement as Appendix 1B.

The Design-Builder is required to coordinate Authority provided equipment installation with the building construction schedule. All equipment that is Design-Builder installed is expected to be completed and commissioned prior to Substantial Completion unless otherwise noted in the equipment list.

### 3.7 LEED® / ENERGY

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

In addition, Schedule 9 [Energy Guarantee] of the Design-Build Agreement requires the Design-Builder to:

- (a) design and construct the Facility to not exceed the Energy Target; and
- (b) take all reasonable steps to obtain incentives, rebates or credits by application to BC Hydro, Pacific Northern Gas (PNG), and CleanBC for the benefit of the Authority.

### 3.8 WOOD FIRST

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

### 3.9 APPRENTICESHIP AND TRAINING

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



The Apprentices Guidelines are available at [https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy\\_and\\_procedure\\_guidelines.pdf](https://www2.gov.bc.ca/assets/gov/business/economic-development/assets/apprentices-on-public-projects/policy_and_procedure_guidelines.pdf).

## 4 AFFORDABILITY AND VALUE

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

### 4.1 DESIGN-BUILD PRICE CEILING

The Authority has identified a Design-Build Price Ceiling of \$309.65 million for the Aggregated Nominal Cost of the Proposal which include the following components:

- Nominal Cost of the Proposal (Contract Price)
- Amount paid under the Design Early Works Agreement

Project approvals have been based on this Design-Build Price Ceiling.

### 4.2 AGGREGATED NOMINAL COST

The Proponent should calculate the Aggregated Nominal Cost of the Proposal and should use the "Form A3 - Breakdown of Design-Build Contract Price", provided by the Authority in Appendix B of this RFP.

The Proponent should complete and submit the completed Form A3 as part of each Financial Submission. The Aggregated Nominal Cost of the Proposal will be compared to the Design-Build Price Ceiling for evaluation purposes as described in Appendix A of this RFP.

### 4.3 DELIVERING VALUE

During the development of the Design, it is expected that the Authority and the Proponent will have a strong focus on delivering a Project that is at or below the Design-Build Price Ceiling and delivers value to the Authority and the taxpayers. A Proposal that delivers value and is affordable will be a prerequisite to the Authority entering into the Design-Build Agreement, the ability to deliver value will be a focus of the evaluation as described in Appendix A.

As part of the evaluation, the Authority may use professional quantity surveyors and/or confirm pricing via another construction firm (for price validation, not for executing a contract with this other construction firm) to support and validate the Nominal Cost of the Proposal developed by the Proponent. The Nominal Cost of the Proposal should include percentages of profits and overhead that are equal to or less than those included in "Form A2 - Breakdown of Design-Build Agreement Profits and Overhead" of the Proponent's DEWA RFP Proposal.

The Proponent will be required to provide the Authority with access to completed tender pricing prior to execution of the Design-Build Agreement. The Authority also reserves the right to use an open-book

process if a Financial Submission, including the Interim Financial Submission, is deemed unacceptable by the Authority.

## 5 PROPOSAL REQUIREMENTS

### 5.1 PARTICIPATION AGREEMENT

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

### 5.2 PROPOSAL FORM AND CONTENT

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

## 6 SUBMISSION INSTRUCTIONS

### 6.1 SUBMISSION TIMES AND SUBMISSION LOCATION

With respect to the delivery of Proposals:

- (a) **Technical Submission(s):** The Proponent will submit the Technical Submission to the Submission Location by each of the Submission Times for Technical Submission(s). The Technical Submission(s) should include the following:
  - (1) A completed Relationship Disclosure Form in the form attached as Appendix D; and
  - (2) The Technical Submission, the requirements of which are described in the Technical Submission section of Appendix B.
- (b) **Financial Submission(s):** The Proponent will submit the Financial Submission to the Submission Location by each of the Submission Times for Financial Submission(s). The Financial Submission(s) should be made up of the following:
  - (1) A completed Proposal Declaration Form in the form attached as Appendix C;
  - (2) A completed Relationship Disclosure Form in the form attached as Appendix D; and
  - (3) The Financial Submission, the requirements of which are described in in the Financial Submission section of Appendix B.

### 6.2 NUMBER OF COPIES

For its Technical Submission(s), the Proponent should submit five bound copies numbered one to four (one copy marked as “Master”), and one electronic copy, using an USB flash drive, in PDF, .DWG or Microsoft Excel 2010 format, as appropriate, with a label on each describing its contents, appropriately packaged and clearly marked “Request for Proposals for Dawson Creek and District Hospital Redevelopment Project”.

For its Financial Submission(s), the Proponent should submit one electronic copy, using an USB flash drive, in PDF or Microsoft Excel 2010 format, as appropriate, with a label on each describing its contents, appropriately packaged and clearly marked “Request for Proposals for Dawson Creek and District Hospital Redevelopment Project”.

For the First Financial Submission, an electronic copy of the bonding undertaking, Consent of Surety or Agreement to Bond referred to in Section 2.1.2(c) of Appendix B should be provided by the Submission Time for First Financial Submission, and the original should be delivered promptly by courier to:

Northern Health Authority  
c/o Infrastructure BC  
Suite 1220 – 800 West Pender St.  
Vancouver, BC V6C 1J8  
Attention: Gabriel Srour

#### 6.2.1 Electronic Copy

To facilitate the Authority's evaluation, the Proponent should provide the electronic copy of its Proposal in a number of separate files. As a minimum breakdown, and with reference to Appendix B [Submission Requirements], the Proponent should provide individual files for the following Proposal Requirement sections:

- (a) Technical Submission(s):
  - (1) Entire Technical Submission
  - (2) Package 1: Transmittal Package
  - (3) Package 2: Technical Submission
- (b) Financial Submission(s):
  - (1) Entire Financial Submission
  - (2) Package 1: Transmittal Package
  - (3) Package 2: Financial Submission

### 6.3 NO FAX OR EMAIL SUBMISSION

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

### 6.4 LANGUAGE OF PROPOSALS

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

### 6.5 RECEIPT OF COMPLETE RFP

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

## 6.6 ENQUIRIES

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

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

- (a) for Enquiries of a technical nature: prior to 15:00 Pacific Time on the day that is ten Business Days before each of the Submission Times for Technical Submission(s); and
- (b) for Enquiries of a financial nature: prior to 15:00 Pacific Time on the day that is ten Business Days before each of the Submission Times for Financial Submission(s).

The following applies to any Enquiry:

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

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

## 6.7 ELECTRONIC COMMUNICATION

The Proponent should only communicate with the Contact Person by email with respect to this RFP Process.

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

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to the Proponent:
  - (1) for ensuring that any electronic email system being operated for the Authority or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that the Proponent's transmission cannot be received; or
  - (2) if a permitted email communication or delivery is not received by the Authority or 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 delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

## 6.8 ADDENDA

The Authority may, in its discretion, through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication, whether written or oral, including written responses to Enquiries as provided by Section 6.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFP. The Authority will provide a copy of all Addenda to the Proponent.

## 6.9 INTELLECTUAL PROPERTY RIGHTS

### (a) Grant of Licence

Without limiting any rights granted to the Authority under the Design Early Works Agreement or under the Consulting Agreements upon the Authority giving notice of the exercise of the assignment of the Consulting Agreements, and subject to Section 6.9 (b), by submitting one or more Proposals, the 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. Proponent 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 6.9 (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, the 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 6.9 (a).

## 6.10 DEFINITIVE RECORD

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

## 6.11 AMENDMENTS TO PROPOSALS

The Proponent may:

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

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

## 6.12 CHANGES TO PROPONENT TEAM

If for any reason the Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its discretion, may grant or refuse an application under this Section. For clarity:

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

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

### **6.13 VALIDITY OF PROPOSAL**

By submitting one or more Proposals, the 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 120<sup>th</sup> 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.

### **6.14 MATERIAL CHANGE AFTER SUBMISSION TIME FOR TECHNICAL SUBMISSIONS AND FINANCIAL SUBMISSIONS**

The Proponent will give immediate notice to the Authority of any material change that occurs to the Proponent after each of the Submission Times for Technical Submissions and after each of the Submission Times for Financial Submissions, including a change to its membership or a change to the Proponent's financial capacity.

### **6.15 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 building systems (including mechanical (HVAC), information technology and electrical) that the Authority considers are important to

meet the Authority's objectives. However, the Authority wishes to provide some flexibility for the Proponent to propose equivalent alternatives that when considered by the Authority, in its discretion, continue to meet the Authority's objectives (each an Acceptable Equivalent).

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

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

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

## 7 EVALUATION

### 7.1 EVALUATION OF PROPOSALS

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

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with the Proponent to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by the Proponent in any part of its Proposals) to verify any and all information regarding the Proponent, inclusive of its directors/officers and Key Individuals and to conduct any background investigations that it considers necessary in the course of this RFP 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 Proposal, including the Technical Submissions or Financial Submissions, and disqualify the Proponent from this RFP; and

- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from the Proponent in connection with any Proposals, including with any Technical Submissions or Financial Submissions or any part of their component packages.

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

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

The Authority is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP Process, or in connection with the Proponent, Proposals, or any part of any Proposal, including any 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. The Authority may, but is not required to, reject that Proposal in accordance with the terms of this RFP Process. If the Authority does not exercise its discretion to reject the Proposal, the Authority may provide to the Proponent a list of the items that the Authority is not satisfied meet the requirements of the Final Draft Design-Build Agreement. The Proponent will be required to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submissions, the Proponent will be deemed to have agreed to comply with the requirements of the Final Draft Design-Build Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

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

## 8 CONTRACT AWARD

### 8.1 DESIGN-BUILD AGREEMENT EXECUTION

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

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

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

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

### 8.2 FINAL DRAFT DESIGN-BUILD AGREEMENT

It is the intention of the Authority that:

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

- (2) to those provisions or parts of the Final Draft Design-Build Agreement that are indicated as being subject to completion or finalization, or which the Authority determines, in its discretion, require completion or finalization, including provisions that require:
  - ii. modification or the insertion or addition of information relating to the formation of the Design-Builder (e.g., corporate, partnership or trust structure); and
  - iii. 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, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Design-Build Agreement;
- (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
- (5) that enhance clarity in legal drafting; or
- (6) that reflect Acceptable Equivalents in accordance with Section 6.15.

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

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

### 8.3 DEBRIEF

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

## 9 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

### 9.1 RESERVATION OF RIGHTS TO DISQUALIFY

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

### 9.2 RELATIONSHIP DISCLOSURE

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

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

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

### 9.3 USE OR INCLUSION OF RESTRICTED PARTIES

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

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



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

#### **9.4 CURRENT RESTRICTED PARTIES**

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

- (a) Boughton Law Corporation: COI Adjudicator;
- (b) Bennett Jones LLP: Legal Advisor;
- (c) Miller Thomson LLP: Fairness Reviewer;
- (d) Burnstad Consulting Ltd.;
- (e) Colliers Project Leaders;
- (f) Metro Testing & Engineering Ltd.;
- (g) Stantec Architecture Ltd.;
- (h) Stantec Consulting Ltd.;
- (i) Stantec Land Surveying Ltd.;
- (j) SSA Quantity Surveyors Ltd.; and
- (k) The Authority and Infrastructure BC.

This is not an exhaustive list of Restricted Parties. Additional persons may be added to, or deleted from, the list during this RFP Process through an Addendum.

#### **9.5 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.

#### **9.6 REQUEST FOR ADVANCE DECISION**

The Proponent, or a prospective member or advisor of the Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to

request an advance decision by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submission, by email, the following information:

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

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

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

## 9.7 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 9.6.

## 9.8 DECISIONS FINAL AND BINDING

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

## 10 RFP TERMS AND CONDITIONS

### 10.1 NO OBLIGATION TO PROCEED

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

### 10.2 NO CONTRACT

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

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

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

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

### 10.4 COST OF PREPARING THE PROPOSAL

The Proponent is solely responsible for all costs it incurs in the preparation of its Proposals, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence. Costs that are covered by the Design Early Works Agreement will be paid in accordance with the terms and conditions in the Design Early Works Agreement.

### 10.5 CONFIDENTIALITY OF INFORMATION

Subject to the confidentiality conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by the Proponent or Proponent Team member through participation in

this RFP Process is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

The Authority has engaged 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, 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.

## 10.6 GENERAL RESERVATION OF RIGHTS

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

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

## 10.7 NO LOBBYING

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

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

## 10.8 OWNERSHIP OF PROPOSALS

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

## 10.9 DISCLOSURE AND TRANSPARENCY

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

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

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

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

The Proponent agrees that:

- (a) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence this RFP Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of, the Authority;

- (b) it will notify the Authority of any and all requests for information or interviews received from the media; and
- (c) it will ensure that all of the Proponent Team members and others associated with the Proponent comply with the requirements of this RFP Process.

#### 10.10 LEGAL ADVISOR

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

#### 10.11 LIMITATION OF DAMAGES

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

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

- (2) If the Project or this RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP Process or both) or the Authority exercises any rights under this RFP Process.

## 11 DEFINITIONS AND INTERPRETATION

### 11.1 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 6.15.

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

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

**“Apprentices Guidelines”** has the meaning set out in Section 3.9.

**“Authority”** means the Northern Health Authority.

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

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

**“Building Envelope Specialist”** means the individual responsible for design and construction reviews of the building elements providing environmental separation as outlined in the Statement of Requirements, as identified in the Proponent’s Notice of Continued Status and as may have been change pursuant to the DEWA RFP or may be changed pursuant to this RFP.

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

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

**“City”** means the City of Dawson Creek.

**“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.

**“Clinical Lead”** means the individual responsible for leading the clinical planning during procurement, design and construction phases of the Project, and has active participation through the procurement, design development process and as needed until the end of construction, as identified in the Proponent’s Notice of Continued Status and as may have been change pursuant to the DEWA RFP or may be changed pursuant to this RFP.

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

**“Communications (Information Technology) Lead”** means the individual responsible for the deployment of Information Technology and communications infrastructure through design, construction, equipment fit out and commissioning, and integration with other systems, as identified in the Proponent’s Notice of Continued Status and as may have been changed pursuant to the DEWA RFP or as may be changed pursuant to this RFP.

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

**“Consulting Agreements”** means any agreements between the Design-Builder and its consultants, including sub-consultants, for the Design Early Works Agreement, in a form approved by the Authority under the DEWA RFP.

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

**“Contract Execution”** means the time when the Design-Build Agreement (unless the Authority elects to not enter into it), and all other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Design-Build Agreement have been satisfied.

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

**“DEWA RFP”** has the meaning set out in section 1.2.

**“Design”** means the complete design of the Facility, up to and including preparation of issued for construction drawings.

**“Design-Build Agreement”** means the legal agreement between the Design-Builder and the Authority to design and construct the Project.

**“Design-Build Construction Manager”** means the individual responsible for leading the construction for the Project including the oversight of the construction process and construction activities on the Site, and conducting constructability review through the design development process, as identified in the



Proponent's RFQ Response and as may have been changed pursuant to the RFQ, the DEWA RFP 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, including managing design quality for the Project, as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ, the DEWA RFP 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, the DEWA RFP or as may be changed pursuant to this RFP.

**"Design-Builder"** means the entity that enters into the Design-Build Agreement with the Authority and that 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, the DEWA RFP or as may be changed pursuant to this RFP.

**"Design-Build Price Ceiling"** has the meaning set out in Section 4.1.

**"Design Early Works Agreement"** means the agreement between the Proponent and the Authority to complete the Design for the Project.

**"Design Firm(s)"** means the firm(s) engaged by the Design-Builder to design the Project and as may be changed pursuant to this RFP.

**"Design Team"** means the team responsible for the Design of the Project.

**"Draft Design-Build Agreement"** means either the Initial Draft Design-Build Agreement or the Final Draft Design-Build Agreement.

**"Electrical Design Engineer Lead"** means the individual responsible for leading the electrical design for the Project, as identified in the Proponent's Notice of Continued Status and as may have been change pursuant to the DEWA RFP or may be changed pursuant to this RFP.

**"Energy Target"** means the building's annual energy consumption is not exceed 6,664 MWh per year.

**"Enquiry"** has the meaning set out in Section 6.6.

**"Facility"** means the new Dawson Creek and District Hospital, including any buildings, related structures, utility connections, landscaping and other improvements as required.

**"Final Draft Design-Build Agreement"** has the meaning set out in Section 2.3.

**"Financial Submission"** means either of the following:

- (a) First Financial Submission;
- (b) Second Financial Submission; or
- (c) Any subsequent Financial Submissions.

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

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

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

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

**“Guarantor”** means an entity providing financial and/or performance support to 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, the DEWA RFP or as may be changed pursuant to this RFP.

**“Independent Commissioning Agent”** means the firm, independent of the Design-Builder or the Design Firm(s), responsible for the commissioning of the Project.

**“Indicative Design”** has the meaning set out in Section 3.5.

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

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

**“Intellectual Property Rights”** has the meaning set out in Section 6.9.

**“Interim Financial Review Submission”** has the meaning set out in Section 2.6.

**“Key Individual(s)”** of the Proponent means the specific individuals, filling the following roles (or equivalent):

- (a) Design-Build Director;
- (b) Design-Build Design Manager;
- (c) Design-Build Construction Manager;
- (d) Lead Architect;
- (e) Mechanical Design Engineer Lead;
- (f) Electrical Design Engineer Lead;

- (g) Structural Design Engineer Lead;
- (h) Communications (Information Technology) Lead;
- (i) Security Lead;
- (j) Building Envelope Specialist;
- (k) Sustainability Lead;
- (l) Clinical Lead; and
- (m) Lead Commissioning Agent.

as identified in:

- (a) The Proponent's RFQ Response and as may have been changed pursuant to the RFQ, the DEWA RFP or as may be changed pursuant to this RFP; or
- (b) The Proponent's Notice of Continued Status as provided under the DEWA RFP and as may have been changed pursuant to this RFP.

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 for the Project , as identified in the Proponent's RFQ Response and as may have been changed pursuant to the RFQ, the DEWA RFP or as may be changed pursuant to this RFP.

**"Lead Commissioning Agent"** means the Certified Commissioning Professional or Certified Commissioning Agent, employed by the Independent Commissioning Agent, responsible for leading the commissioning of the Project, including providing commissioning input into the design and construction phases of the Project, and has active participation through the design development process, as identified in the Proponent's Notice of Continued Status and as may be changed pursuant to this RFP or the DBA RFP.

**"Mechanical Design Engineer Lead"** means the individual responsible for leading the mechanical design of the Project, as identified in the Proponent's Notice of Continued Status and as may have been changed pursuant to the DEWA RFP or as may be changed pursuant to this RFP.

**"Nominal Cost of the Proposal"** means the nominal sum of the values in the Breakdown of Contract Price form.

**"Participation Agreement"** has the meaning set out in Section 5.1.

**"Project"** has the meaning set out in Section 1.1

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

**“Proponent Team”** means:

- (a) The Design-Builder, its Design Firm(s), its Key Individuals and Guarantors, as identified in the Proponent’s RFQ Response and the Notice of Continued Status issued under the DEWA RFP, as may have been changed pursuant to the RFQ, the DEWA RFP 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 (including both the Technical Submission and the Financial Submission) submitted in response to this RFP.

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

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

**“Proposal Validity Period”** has the meaning set out in Section 6.13.

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

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

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

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

**“Response”** means the Proponent’s formal response to the RFQ.

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

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

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

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

**“Security Lead”** means the individual responsible for the incorporation of security infrastructure in the Facility, as identified in the Proponent’s Notice of Continued Status and as may have been changed pursuant to the DEWA RFP or as may be changed pursuant to this RFP.

**“Site”** means the place where the construction is to be performed as indicated on the Site Plan (Schedule 11 to the Design-Build Agreement).

**“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.

**“Structural Design Engineer Lead”** means the individual responsible for leading the structural design of the Project, as identified in the Proponent’s Notice of Continued Status and as may have been changed pursuant to the DEWA RFP or as may be changed pursuant to this RFP.

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

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

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

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

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

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

**“Sustainability Lead”** means the individual responsible for leading the energy and sustainability planning of the Project to ensure the achievement of LEED® Gold certification, as identified in the Proponent’s Notice of Continued Status and as may have been changed pursuant to the DEWA RFP or as may be changed pursuant to this RFP.

**“Technical Submission”** means either of the following:

- (a) First Technical Submission;

- (b) Second Technical Submission; or
- (c) Any subsequent Technical Submissions.

**“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.

## 11.2 INTERPRETATION

In this RFP:

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

## APPENDIX A EVALUATION OF PROPOSALS

### PROPOSAL EVALUATION PROCESS

The Authority will evaluate the Proposal in accordance with this Appendix A of this RFP.

### TECHNICAL SUBMISSION EVALUATION CRITERIA

Subject to the terms of this RFP, including section 7.1, the Authority will evaluate the Technical Submission(s) 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; and
  - (2) the Final Draft Design-Build Agreement.
- (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
- (c) Demonstration that the Proponent is capable of:
  - (1) performing the obligations and responsibilities of the Design-Builder; and
  - (2) delivering the Project in accordance with the Design-Build Agreement.

If the Authority is not satisfied that a Technical Submission substantially meets the above requirements, it is expected that:

- (a) the Authority may reject the Proposal and not evaluate it further;
- (b) the Authority may not evaluate the Financial Submission; and/or
- (c) the Authority will identify challenges with that Technical Submission and the Proponent work with the Authority to address those challenges in preparation for the subsequent Proposal(s).

The Authority may accept or reject a Technical Submission, negotiate with the Proponent, or terminate the process with the Proponent. If the Technical Submission is not accepted by the Authority, the Authority will proceed as it determines, in its discretion, including inviting the Proponent to submit subsequent Technical Submissions.

## FINANCIAL SUBMISSION EVALUATION CRITERIA

Subject to the terms of this RFP, including section 8.1, the Authority will evaluate the Financial Submission(s) to determine whether the Authority is satisfied that the Financial Submission substantially meets the following requirements:

- (a) in accordance with Section 4 of this RFP, the Aggregated Nominal Cost of the Proposal as at the Submission Time for the Financial Submission does not exceed the Design-Build Price Ceiling;
- (b) the Proponent has the financial capacity to meet the obligations of the Project;
- (c) the Proponent has confirmation of an insurance undertaking for the required insurance;
- (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 per cent of the Design-Build Agreement related portion of the Aggregated Nominal Cost of the Proposal; and
- (e) the provisions of this RFP, including the requirements set out in:
  - (1) Appendix B of this RFP; and
  - (2) the Final Draft Design-Build Agreement.

If the Authority is not satisfied that a Financial Submission substantially meets the above requirements, it will identify challenges with that Financial Submission for the Proponent to address in preparation for the subsequent Financial Submission(s).

If a Financial Submission is not acceptable to the Authority, the Authority will proceed as it determines, in its discretion, including inviting the Proponent to submit additional Financial Submissions up to 100 percent of Design by Addendum.

The Authority may accept or reject a Financial Submission, negotiate with the Proponent, or terminate the process with the Proponent.

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



**APPENDIX B PROPOSAL REQUIREMENTS**

**TECHNICAL SUBMISSION REQUIREMENTS**

Without limiting the terms of this RFP, this section and Table 1 and Table 2 summarize the information and documentation that the Proponent is required to submit in a Technical Submission. The Proponent is required to submit all sections described in Table 1 and Table 2 for the First Technical Submission. For subsequent Technical Submissions, the Proponent is required to submit all sections described in Table 1, and only those sections described in Table 2, if the information has changed.

The Proponent will arrange the content of each Technical Submission in two packages using the section numbers, order sequence and corresponding titles shown in the tables below.

**Table 1: Technical Submission Transmittal Package**

Package 1: Technical Submission Transmittal Package	
<b>Section 1</b>	<b>Transmittal Package</b>
<b>Section 1.1</b>	
	a) Provide written confirmation that the Proposal substantially meets the provisions of this RFP, including the requirements set out in this appendix of this RFP and the Final Draft Design-Build Agreement, including the Statement of Requirements; b) Provide written confirm if any Acceptable Equivalents, to the extent they have been previously accepted by the Authority as described in Section 6.15 of this RFP, have been used; c) One fully executed copy of Appendix C – Proposal Declaration Form; and d) One fully executed copy of Appendix D – Relationship Disclosure Form(s).

**Table 2: Technical Submission**

Package 2: Technical Submission	
<b>Section 2: Design and Construction</b>	
<b>Section 2.1</b>	<b>Design and Construction Schedule</b>
	a) Provide a draft design and construction schedule prepared in accordance with the Final Draft Design-Build Agreement which includes the following: <ul style="list-style-type: none"> <li>i. The critical path;</li> <li>ii. The Effective Date;</li> <li>iii. The development of required plans during the design and construction phase, including but not limited to:</li> </ul>

**Package 2: Technical Submission**

- 1) Project Management Plan
  - 2) Health and Safety Plan
  - 3) Construction Plan
  - iv. Equipment, including:
    - 1) Selection and itemized listing of equipment;
    - 2) Procurement of equipment packages;
    - 3) Installation of equipment packages; and
    - 4) Commissioning / demonstrations / training related to equipment.
  - v. Technology systems, including:
    - 1) Selection of infrastructure, equipment and software;
    - 2) Procurement of technology systems packages;
    - 3) Installation of technology systems packages;
    - 4) Commissioning of technology systems packages;
    - 5) Telecommunications room handover; and
    - 6) Commissioning.
  - vi. Construction activities:
    - 1) Site establishment and mobilization;
    - 2) Permitting and other required approvals;
    - 3) Major construction stages;
    - 4) Utility connections; and
    - 5) Other on and off-site services as required.
  - vii. Substantial Completion for the Project.
  - viii. Total Completion for the Project.
- b) Briefly explain how construction will be implemented to achieve the milestone dates identified in the draft design and construction schedule

<b>Section 2.2</b>	<b>General Approach and Protocols</b>
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<b>Section 2.2.1</b>	<b>Design Approach and Considerations</b>
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- a) Clearly describe the design process, the key design and construction issues, and the Proponent’s strategy to manage those issues.
- b) Describe and provide details of the management plan for the Design, including how constructability considerations will be included in the design process.
- c) Describe and provide details of how the Proponent will preserve sufficient flexibility in the initial design submitted in its Proposal to accommodate changes during the detailed design development process that will take place post-Contract Execution.

<b>Package 2: Technical Submission</b>	
<b>Section 2.2.2</b>	<b>Construction Approach</b>
<p>a) Describe and provide details of the management plan for the construction, including:</p> <ol style="list-style-type: none"> <li>i. the overall construction methodology and general approach;</li> <li>ii. construction constraints, risks and mitigation strategies;</li> <li>iii. process for managing change orders;</li> <li>iv. how construction labour will be housed during construction; and</li> <li>v. a communication plan regarding the impact to the neighbourhood, Northern Lights College, the existing hospital and the City.</li> </ol>	
<b>Section 2.2.3</b>	<b>Construction Safety</b>
<p>a) Describe the Proponent's approach to safety for construction activities throughout the Term. At a minimum, the following items are to be provided:</p> <ol style="list-style-type: none"> <li>i. a safety policy statement providing the Proponent's health and safety objectives;</li> <li>ii. staging plan; and</li> <li>iii. phasing plan.</li> </ol>	
<b>Section 2.2.4</b>	<b>Quality Assurance</b>
<p>a) Provide details of the Proponent's quality management plan including:</p> <ol style="list-style-type: none"> <li>i. an organizational chart that depicts the responsibility of the Design-Builder and the Design Firm(s);</li> <li>ii. quality control and quality assurance processes to be implemented, including the workflows, testing, certification, and auditing;</li> <li>iii. an approach to managing the sub-contractor's quality management responsibilities; and</li> <li>iv. the Proponent's approach for identifying and correcting deficiencies in advance of and following Substantial Completion.</li> </ol>	
<b>Section 2.2.5</b>	<b>Commissioning</b>
<p>a) Describe and provide details of the proposed process for managing commissioning including a table of contents or description of the major elements of the commissioning plan.</p>	
<b>Section 2.2.6</b>	<b>Schedule 9 (Energy Guarantee)</b>
<p>a) Provide an energy model complete with a list of inputs and assumptions for the energy model inputs and end-use breakdown:</p> <ol style="list-style-type: none"> <li>i. Complete the energy model in accordance with Schedule 9 [Energy Guarantee]</li> <li>ii. Provide calculations and results for total indicative building annual energy consumption, both as kWh and kWh/m<sup>2</sup> by energy type.</li> </ol>	

<b>Package 2: Technical Submission</b>	
<ul style="list-style-type: none"> <li>iii. Include and assumptions not provided, or that differ from those provided, in Schedule 9 [Energy Guarantee], as applicable, and provide a rationale for the deviation;</li> <li>iv. Provide the load calculations in accordance with Schedule 9 [Energy Guarantee], including specialized equipment, energy recovery and redundancy, envelope u-values, internal loads, and ventilation rates.</li> <li>v. Provide an electronic copy of the energy model in a format that allows the Authority to read and manipulate the data contained within; and</li> <li>vi. Provide a narrative explaining any unusual modeling procedures or workarounds, or calculations performed outside of the energy modeling software.</li> </ul> <ul style="list-style-type: none"> <li>b) Describe the approach to meet the energy target through design and construction as set out in Schedule 9 [Energy Guarantee].</li> <li>c) Indicate any alternative energy type to be used other than those specified in Schedule 9 [Energy Guarantee], if applicable.</li> <li>d) Describe the Proponent's plan to apply for and obtain available energy funding or incentives for the Authority, if applicable.</li> </ul>	
<b>Section 2.2.7</b>	<b>LEED® Gold Certification</b>
<ul style="list-style-type: none"> <li>a) Provide an annotated indicative LEED® Gold checklist clearly identifying all of the credits targeted to be achieved and a high-level description of the Proponent's approach to achieve each targeted credit.</li> <li>b) Provide a completed minimum energy performance calculator or equivalent table to summarize results related to the Optimize Energy Performance Credit EAc1 LEED® letter template, as applicable.</li> </ul>	
<b>Section 2.3</b>	<b>Design Guidelines and Principles</b>
<b>Section 2.3.1</b>	<b>Design Guidelines and Principles</b>
<ul style="list-style-type: none"> <li>a) Provide written and graphical summaries to demonstrate how the design of the Facility meets the following design principles:           <ul style="list-style-type: none"> <li>i. master planning;</li> <li>ii. evidence-based design;</li> <li>iii. LEAN design;</li> <li>iv. healing environment;</li> <li>v. elderly friendly;</li> <li>vi. standardization;</li> <li>vii. technology;</li> <li>viii. adaptability, flexibility and expansion;</li> <li>ix. accessible equitable design; and</li> <li>x. infection prevention and control.</li> </ul> </li> </ul>	

Package 2: Technical Submission	
<b>Section 2.4</b>	<b>Preliminary Design Submittals</b>
<b>Section 2.4.1</b>	<b>Building Design</b>
<p>Provide narrative and schematic summaries of the design to explain the Proponent’s proposal including, but not limited to:</p> <p>a) Narrative supported by interior and exterior renderings presenting different views, as required to communicate intent and demonstrate the following:</p> <ol style="list-style-type: none"> <li>i. How the design achieves the daylighting requirements in the following building components: Inpatient rooms (including medical surgical, maternity, high acuity and mental health), maternity holding nursery, cancer and IV therapy treatment, waiting areas, Patient lounges and staff support areas;</li> <li>ii. How the design of the Main Entrance incorporates special design elements appropriate to the community and locale in accordance with Schedule 1 [Statement of Requirements]; and</li> <li>iii. How the outdoor spaces will be designed to meet security, accessibility, maintainability, snow clearing and weather protection requirements.</li> </ol> <p>b) How site and location specific conditions will be addressed in the design process.</p>	
<b>Section 2.4.2</b>	<b>Clinical Design</b>
<p>a) Provide functional relationship drawings (1:200 architectural plans) indicating the location and functional relationships of all program elements, horizontal and vertical circulation, and internal traffic flow (Patient, Staff, visitor, support services). Use colour to illustrate program elements and to differentiate between controlled facility circulation and general facility circulation. Drawings are to show major elements such as doors, windows and major equipment and millwork locations.</p> <p>b) Provide drawings (1:100) showing floor plans for all levels, including the roof plan as well as building sections and elevations. Include room designations (to match the Schedule of Accommodations), doors, windows, interior glazed screens, millwork, plumbing fixtures, furniture and equipment. Drawings should also illustrate lines of sight from key staff areas to Patient spaces.</p> <p>c) Complete the Schedule of Accommodations table provided (in the Data Room) demonstrating that the proposed design meets the requirements of the Design-Build Agreement.</p> <p>d) Indicate proposed expansion areas inside the Building, complete with designated “soft space”.</p>	
<b>Section 2.4.3</b>	<b>Building Code</b>
<p>a) Provide the code consultant’s report, which will include a summary of the following:</p> <ol style="list-style-type: none"> <li>i. occupancy classifications and major occupancies;</li> <li>ii. fire department vehicle access route, principal entrance and fire department connections; and</li> <li>iii. proposed location of fire alarm panels.</li> </ol> <p>b) Provide any building code “alternative solutions” supported by a code consultant’s report outlining and supporting the proposed approach.</p>	
<b>Section 2.4.4</b>	<b>Site Development</b>
<p>a) Provide the following development plans:</p> <ol style="list-style-type: none"> <li>i. Site plan (1:250 or 500) including site development, adjacent roads and property uses showing location of the Facility, the expansion zone, roadways, sidewalks and pathways (including staff</li> </ol>	

**Package 2: Technical Submission**

entrance, emergency entrance and main entrance access), firefighting access, green space, vehicle parking, and services elements.

- ii. Utility servicing plan (1:250 or 500) including storm water drainage, sanitary sewer, domestic and fire flow water supply, geothermal works (if any), storage tanks and street lighting.
- iii. Site plan indicating site servicing, zoning setbacks, easements, and City requirements.
- iv. Rendered landscaping plan illustrating landscaped design features.

b)

**Section 2.4.5 Building Envelope**

- a) Provide a written description and supporting sketches of the Facility building envelope, including:
  - i. exterior insulation and cladding systems;
  - ii. wall sections (at 1:20 scale) with detailed descriptions of components of typical exterior wall assemblies;
  - iii. roofing systems;
  - iv. exterior finishes / colours; and
  - v. glazing.

**Section 2.4.6 Site Circulation and Parking**

- a) Describe and provide details of the Proponent’s parking plan, including:
  - i. a narrative describing how the proposed parking solution maximizes site efficiency over the long term while following crime prevention through environmental design (CPTED) design principles;
  - ii. the Proponent’s permanent parking solution, including confirmation of the total number of parking spaces that will be provided on site:
    - 1) the parking solution should demonstrate the parking strategy, including locations for staff, access for persons with disabilities, segregation of public and staff parking, visitor and drop off/pick up stalls along with any public transportation drop off/pick-up locations.
- b) A site circulation plan, including vehicles, pedestrians, construction material deliveries, snow removal and storage, waste removal, firefighting access.

**Section 3: Building Design Requirements**

**Section 3.1 Architecture**

- a) Provide schematic level drawings, together with narrative and information, sufficient to demonstrate the intent of the Design and its conformance with the requirements of the Design-Build Agreement, including:
  - i. Roof plans; and
  - ii. Building sections with dimensions and all Building elevations indicating proposed exterior cladding materials.
- b) Provide a brief outline specification for the following list of materials and finishes:

**Package 2: Technical Submission**

- i. Exterior building envelope (wall assemblies and roof, windows, doors);
  - ii. Interior finishes; and
  - iii. Outdoor spaces.
- c) Provide schedules of room finishes, millwork, furniture finishes, fixtures, fittings, and Design-Builder supplied equipment.

<b>Section 3.2</b>	<b>Structural Design</b>
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- a) Provide a narrative and schematic level drawings (1:100), including the following:
- i. a description of the structural system and the load paths, including structural design criteria, design for future flexibility, the proposed location of shear walls or other lateral force-resisting elements and seismic joints;
  - ii. floor and roof framing plans, identifying dimensions of the structural grid, design loads, structural member sizes, back of house corridor framing, canopies, and finished floor elevations; and
  - iii. foundation plans, including design criteria of site classification and bearing assumptions.

<b>Section 3.3</b>	<b>Mechanical System</b>
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- a) Provide brief descriptions, schematics, and 1:100 drawings showing each of the following systems as applicable:
- i. Main and emergency energy sources;
  - ii. Heating and cooling plants;
  - iii. Domestic hot and cold water systems at various temperatures;
  - iv. Domestic water filtration and softening systems;
  - v. Plumbing fixtures;
  - vi. Sanitary and storm drainage systems;
  - vii. Medical gases;
  - viii. Space heating and cooling systems;
  - ix. Ventilation systems;
  - x. Exhaust systems;
  - xi. Energy recovery systems;
  - xii. Metering for energy management and verification;
  - xiii. Sound attenuation and vibration isolation;
  - xiv. Redundancy and post disaster provisions;
  - xv. Control systems;
  - xvi. All major mechanical space locations; and
  - xvii. Overview of the commissioning process.
- b) Describe the proposed fire protection system and how it will integrate with the fire detection systems incorporated within the electrical, hydraulic and/or mechanical installations.

**Package 2: Technical Submission**

c) Describe how the mechanical systems were selected to optimize whole-life performance, including reference to the systems' capital and operating costs (e.g. balance upfront capital costs with long term operations, maintenance, and lifecycle).

<b>Section 3.4</b>	<b>Electrical Systems</b>
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- a) Provide a narrative and schematic level drawings, including the following:
  - i. Provide a site plan showing location and configuration of services (power, emergency power, telephone, cable TV, WAN, fire alarm, and any other electrical communication);
  - ii. Provide single-line design drawings and design documentation for electrical services and distribution system showing and describing:
    - 1) origin of supply(s);
    - 2) sub-distributions throughout the Facility;
    - 3) anticipated type and sizing of protective devices and bussing;
    - 4) transfer switches, metering, and motor control of equipment loads; and
    - 5) provisions for future system capacity and equipment.
- b) Provide brief descriptions, schematics, and drawings showing each of the following systems as applicable:
  - i. Power (normal and essential generation and distribution) throughout the building;
  - ii. Electrical room layouts;
  - iii. Metering and controls;
  - iv. Lighting and controls, including typical room layouts and lighting calculations for patient care areas and rooms;
  - v. Communication riser and room layouts;
  - vi. Nurse call riser and device locations;
  - vii. Fire alarm riser and zones;
  - viii. Clock systems;
  - ix. Security systems (access control, clinical and security cameras) riser and locations;
  - x. Building Automation System (BAS); and
  - xi. Communication system interconnection and interoperability diagram and description.
- c) Describe a narrative description of the electrical services to be provided and include details of:
  - i. power distribution and maximum demand calculations;
  - i. type(s) of lighting to be used, incorporating standards of design and exit lighting;
  - ii. standby and uninterrupted power supply requirements and distribution;
  - iii. proposed equipment for power distribution, lighting and emergency generator; and
  - iv. emergency evacuation and intercommunication systems.
- d) Describe how the electrical systems were selected to optimize whole-life performance, including reference to the systems' capital and operating costs (e.g. balance upfront capital costs with long term operations, maintenance, and lifecycle).

<b>Section 3.5</b>	<b>Communication (IMIT) Systems</b>
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## Package 2: Technical Submission

- a) For each of the following technology and communication systems, describe the system and associated scope, and the typical devices and functions for each area to be served. Describe any integration between each system and any others:
- i. structured cabling (telecommunication outlets and drop counts), combined in the same drawing together with power layout;
  - ii. active networking equipment;
  - iii. telecommunications equipment;
  - iv. wireless infrastructure (Wi-Fi and Cellular DAS);
  - v. wireless staff communications;
  - vi. nurse call;
  - vii. patient physiological monitoring;
  - viii. public address;
  - ix. intercommunication;
  - x. integration and interfacing with the Authority's systems;
  - xi. patient entertainment;
  - xii. patient/staff education system;
  - xiii. Cellular services;
  - xiv. Videoconferencing, telehealth and audio/video;
  - xv. Telephony;
  - xvi. Electronic inventory management;
  - xvii. Connexall integration; and
  - xviii. Telecommunications power.
- b) Provide the proposed communication room layouts for all communications rooms. Show details illustrating the requirement for the Facility to have diverse and redundant entranceways for the Telco and the separate Main Equipment Room (MER) / Main Cross Connect (MCC) and Back-up Cross Connect (BCC) Rooms.
- c) Provide a description of building data communication systems showing:
- i. location of all active networking equipment, including file servers, computers, system head-ends, control panels; and
  - ii. relationship between data communications and all other items of equipment.
- d) In addition to the above data communication system drawings, describe the data communications services and how they will satisfy the needs of related service.
- e) Provide details of all standards proposed for supply, installation, testing and commissioning

3.6

Security

## Package 2: Technical Submission

- a) Describe, and show on floor plans, the following systems:
  - i. Access control, fixed panic duress;
  - ii. Surveillance System (CCTV);
  - iii. Intrusion systems;
  - iv. Infant abduction; and
  - v. Patient Wandering.
- b) Describe the approach that will be taken to developing a security master plan and an overview of what technologies will be considered to assist in implementing the master plan.
- c) Provide a description of building security systems showing:
  - i. location of all security equipment; and
  - ii. relationship between security and all other systems.

### Section 3.7

### Furniture, Fittings and Equipment

- a) Provide a summary of the processes and activities that will be undertaken to ensure all furniture, fittings and equipment, including IMIT components, are coordinated, received, placed, installed and commissioned prior to Substantial Completion. Describe the verification process to ensure equipment and IMIT requirements are appropriately incorporated into the Design documentation.
- b) Provide an outline of the roles and timing the Design-Builder would expect the Authority to provide in respect of the above.

## FINANCIAL SUBMISSION REQUIREMENTS

The table below describes the submission packages to be included in the Financial Submission(s).

**Table 3: Submission Packages, Financial Submissions**

Content Requirements	Proposal Requirements Reference	Financial Submissions
<b>First Financial Submission</b>		
Package 1 – Transmittal Package	Table 5	Required: all sections
Package 2 – Financial Submission	Table 6	Required: all sections
<b>Second and Subsequent Financial Submissions</b>		
Package 1 – Transmittal Package	Table 5	Required: all sections
Package 2 – Financial Submission	Table 6	Required: all sections Section 2.1 [Basis of Price Proposal] is only required if different from the First Financial Submission.

**Table 4: Financial Submission Transmittal Package**

<b>Package 1: Financial Submission Transmittal Package</b>	
<b>Section 1</b>	<b>Transmittal Package</b>
<b>Section 1.1</b>	
a) Confirm the Proposal substantially meets the provisions of this RFP, including the requirements set out in this appendix of this RFP and the Final Draft Design-Build Agreement. b) A letter confirming whether the Aggregated Nominal Cost of Proposal is within the Design-Build Price Ceiling; and c) One fully executed copy of Appendix D – Relationship Disclosure Form(s).	

**Table 5: Financial Submission(s)**

<b>Package 2: Financial Submissions</b>
<b>Section 2: Price</b>
<b>Section 2.1: Basis of Price Proposal</b>

<b>Package 2: Financial Submissions</b>	
<b>Section 2.1.1</b>	<b>Proposal Authorization</b>
<p>a) Certified copies of board resolutions or other legally binding evidence, where applicable, from the Design-Builder approving the Proposal and authorizing submission of the Proposal in response to this RFP.</p>	
<b>Section 2.1.2</b>	<b>Insurance and Bonding</b>
<p>a) Demonstrate the insurability of the Proponent Team by providing the following:</p> <ul style="list-style-type: none"> <li>i. Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix J and Appendix K, from an insurance company that the following coverages will be available for the Project if the Proponent is awarded a contract:           <ul style="list-style-type: none"> <li>1) "Wrap-up" commercial general liability insurance coverage of not less than \$100 million inclusive per occurrence; \$100 million general aggregate for bodily injury, death and damage to property including loss of use thereof, and product/completed operations liability with a limit of \$100 million aggregate; and</li> <li>2) "Project-specific" professional liability (errors and omissions) insurance coverage of not less than \$10 million inclusive per claim and \$10 million aggregate.</li> </ul> </li> </ul> <p>b) Include a completed "Construction Insurance Underwriting Questionnaire" in the form attached as Appendix G, together with all supporting documents.</p> <p>c) Demonstrate the bondability of the Design-Builder by providing written confirmation, generally in the form of the bonding undertaking contained in Appendix I, from a surety company acceptable to the Authority and authorized to transact the business of suretyship in British Columbia, that the Proponent will be able to obtain a performance bond in a sum equal to 50% of the total contract price and a labour and material payment bond in a sum equal to 50% of the total contract price if the Proponent is awarded a contract.</p> <p>d) The Proponent may alternatively provide the surety's standard form Consent of Surety or Agreement to Bond in respect of a commitment to provide the performance bond and labour and material payment bond required to be provided.</p>	
<b>Section 2.1.3</b>	<b>Financial Capacity</b>
<p>a) Demonstrate the financial capacity of the Design-Builder by providing a description of the company that will manage the cash flow and working capital including:</p> <ul style="list-style-type: none"> <li>ii. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years; and</li> <li>iii. Details of any credit rating(s).</li> </ul> <p>b) Provide written authorization to permit the Authority to perform a credit check.</p>	
<b>Section 2.2: Proposal Price</b>	
<b>Section 2.2.1</b>	<b>Price Validity</b>
<p>a) Confirm all prices listed in the Proposal will remain valid for the period of at least 120 days after the Submission Time for the Financial Submission(s).</p>	
<b>Section 2.2.2</b>	<b>Form A3 – Breakdown of Contract Price</b>
<p>a) The Proponent must submit Form A3 – Breakdown of Contract Price in electronic form.</p> <p>b) Form A3 will include:</p>	

**Package 2: Financial Submissions**

- i. The breakdown of the contract price adding up to the Nominal Cost of the Proposal;
- ii. The sum of the Nominal Cost of the Proposal and the amount paid under the Design Early Works Agreement at the time of Financial Submission adding up to the Aggregated Nominal Cost of the Proposal; and
- iii. Estimated monthly progress payments over the construction schedule, reflecting the following:
  - 1) Estimated progress payments must coincide with work completed based on the design and construction schedule; and
  - 2) Any general requirements related to construction.
- c) The Proponent's Form A3 should be consistent with the following:
  - i. produced using the template supplied by the Authority with no changes or entries other than as indicated in the form;
  - ii. produced in Microsoft Excel version 2010 or newer;
  - iii. except where otherwise expressly indicated, include all taxes other than GST;
  - iv. GST separated out in a different line item;
  - v. be expressed in Canadian dollars; and
  - vi. not include any hidden or password-protected cells or sheets.
- d) All sheets should be printable so that they are clear and legible on 8.5" x 11" paper and that each page includes row and column references with a minimum font size of 10 point.

**Section 2.2.3**

**Supporting the Value of the Contract Price**

- a) The Proponent must submit evidence supporting the value of the Nominal Cost of the Proposal, including but not limited to:
  - i. any quotes and / or estimates provided by subtrades and / or suppliers provided in a competitive process;
    - o if the Proponent did not run a competitive process, please explain how that delivers value to the Authority;
  - ii. confirmation of the percentages of profits and overhead from "Form A2 - Breakdown of Design-Build Agreement Profits and Overhead" of the Proponent's DEWA RFP Proposal.

**1. Pricing Forms**

**Form A3 – Breakdown of Contract Price**

Refer to the Excel document titled "**Form A3- Breakdown of Contract Price.xlsx**" which is provided in the Data Room.

Form A3 includes a "Breakdown of Contract Price" input sheet, which includes prices for the work required as described in this RFP and the Design-Build Agreement. These prices include all taxes other than GST, except where otherwise expressly indicated.

Form A3 also includes a “Monthly Progress Payments” input sheet, which includes estimated monthly progress payments over the construction period. These estimated monthly progress payments and the breakdown of the contract price will be used to determine the Schedule of Prices to be used in Schedule 7 [Schedule of Prices] of the Design-Build Agreement.

## APPENDIX C PROPOSAL DECLARATION FORM

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

### [Proponent's Letterhead]

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

Attention: Gabriel Srour

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

### 1. Proposal

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

### 2. Acknowledgements with Respect to the RFP

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

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

**3. Consent of Proponent Team**

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

**4. The Proponent Team consists of:**

Name (individuals and companies)	Address	Role of Proponent Team Member (e.g. Design-Builder, Design-Build Design Firm, Key Individual)



**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 the DEWA RFP, or this RFP) as the Respondent or the Respondent Team lead(s), or the Proponent or Proponent Team lead(s) or as otherwise acceptable to the Authority.

## APPENDIX D RELATIONSHIP DISCLOSURE FORM

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

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

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

Name of Proponent Team Member	Name of Party with Relationship (e.g., list Authority, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., Proponent Team member was an advisor to the Restricted Party from 2005-2006)
<i>e.g. Firm Name Ltd.</i>	<i>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>

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

**NAME OF PROPONENT:**

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Name of Firm – Proponent:

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Address:

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Email Address:

---

Telephone:

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Name of Authorized Signatory for Proponent:

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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 the DEWA RFP or this RFP) as the Respondent or the Respondent Team lead(s), or the Proponent or Proponent Team lead(s) or as otherwise acceptable to the Authority.

**APPENDIX E PROPONENT COMMENTS FORM**

**(Collaborative Meetings – 2.2 and 2.3(a))**

**Dawson Creek and District Hospital Redevelopment Project**

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

## APPENDIX F PARTICIPATION AGREEMENT

[Insert Month, Day Year]

**Northern Health Authority**  
c/o Infrastructure BC Inc.  
1220 - 800 West Pender Street  
Vancouver, B.C. V6C 1J8

Attention: Gabriel Srour, Contact Person

Dear Sirs/Mesdames:

Re: **Dawson Creek and District Hospital Redevelopment Project** – Participation Agreement in respect of the Request for Proposals issued by the **Northern Health Authority** (the Authority) on **XXX**, 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 **XXX** (the Proponent) and the Authority, pursuant to which the Proponent agrees with the Authority as follows:

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- (b) **Participation.** The Proponent agrees that as a condition of participating in the RFP Process, including Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP and the RFP Process, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
  - (1) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP and the RFP Process, any Data Room agreement, or any other document or requirement of the Authority;
  - (2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 10.11(Limitation of Damages) of the RFP;

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

- (1) The Authority may in its sole and absolute discretion amend the RFP Process or the RFP at any time and from time to time; and
- (2) By submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
  - i. It has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
  - i. This Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
  - ii. This Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the RFP Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement.
- (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (4) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (7) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.

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

Yours truly,

---

(Name of Proponent)

---

Authorized Signatory

---

Name of Authorized Signatory  
(please print)

## SCHEDULE 1 – Confidentiality Conditions

(a) Definitions. In these confidentiality conditions:

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



proposals, as the case may be, or otherwise retained by the Receiving Party, the Authority or 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 CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE**

Posted in the Data Room.

**APPENDIX H INITIAL DRAFT DESIGN-BUILD AGREEMENT**

Posted in the Data Room.

**APPENDIX I BONDING UNDERTAKING**

**Date:** [Insert Month, Day Year]

**No.** \_\_\_\_\_

**To:** Northern Health Authority

**Re:** Request for Proposals

**Dawson Creek and District Hospital Redevelopment Project**

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

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

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

(Name of Surety)

\_\_\_\_\_ (Seal)

\_\_\_\_\_

Attorney-In-Fact

**APPENDIX J INSURANCE UNDERTAKING – GENERAL LIABILITY**

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

**UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE**

Name of Preferred Proponent submitting a Proposal to the DBA Request for Proposals for Dawson Creek and District Hospital Redevelopment Project:

\_\_\_\_\_

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, product/completed operations liability with a limit of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) annual aggregate for the Dawson Creek and District Hospital Redevelopment Project subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to the **Northern 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](https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx)

**APPENDIX K INSURANCE UNDERTAKINGS PROFESSIONAL LIABILITY**

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

**UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE**

Name of Preferred Proponent submitting a Proposal to the DBA Request for Proposals for Dawson Creek and District Hospital Redevelopment Project:

\_\_\_\_\_

We, the undersigned, as authorized representatives on behalf of **[Insert name of Insurance Company\*]** do hereby undertake and agree to provide Project Specific Professional Liability (errors and omissions) insurance in the amount of not less than of TEN MILLION DOLLARS (\$10,000,000.00) inclusive of any one claim and with a limit of TEN MILLION DOLLARS (\$10,000,000.00) aggregate for the Dawson Creek and District Hospital Redevelopment Project, subject to underwriting.

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

\*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](https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx)

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](https://www.bcfsa.ca/web_listings/AuthorizedInsuranceCompanies.aspx)