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# Kelowna and Vernon Hospitals Project

## **REQUEST FOR QUALIFICATIONS**

**No 2006-07-040**

Issue Date: May 7, 2007

**CONFORMED VERSION ISSUED JUNE 26, 2007**

### **CLOSING DEADLINE**

**15:00:00 hours, Local Time, on June 4, 2007.**

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## **1. INTRODUCTION**

### **1.1 Purpose**

The purpose of this Request for Qualifications (RFQ) is to invite qualified parties to indicate their interest in and qualifications for the Project (defined below). The Authority will use the criteria provided in this RFQ to select entities to be invited to participate in the next stage of this Competitive Selection Process. At the end of this RFQ, the Authority intends to invite up to three short-listed qualified Respondents to submit proposals at the Request for Proposal (RFP) stage.

Based on the RFP the Authority is seeking to enter into a contract with a qualified entity ("**Project Co**") **for the design, build, finance, operation and maintenance services of the Project, which is:**

#### **a) at the Kelowna General Hospital**

- Design, Build, Finance and Maintenance (including life cycle maintenance) of a new Ambulatory Care Centre (KGH-ACC);
- Design, Build, Finance and Maintenance of the redevelopment of the Emergency Department (KGH-ED);

#### **b) at the Vernon Jubilee Hospital**

- Design, Build, Finance and Maintenance (including life cycle maintenance) of a new Diagnostic Treatment Building (VJH-DTB);

#### **c) provision of non-clinical services**

- Provision of non-clinical services at the KGH-ACC and VJH-DTB which will encompass plant maintenance and housekeeping and may include these services to the full sites, subject to market demonstration of value for money.

### **1.2 Administration of the RFQ**

The Authority is managing this RFQ and the Competitive Selection Process, with the assistance of Partnerships BC.

### **1.3 Eligibility**

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

## **1.4 Advance Work by the Authority**

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

### **1.4.1 Authority and Provincial Approvals**

The business case for the Project has been approved by the Province of British Columbia. Further Authority and Provincial approvals are expected to be required prior to completion of the Competitive Selection Process and execution of the Project Agreement.

### **1.4.2 Site and Zoning**

See Appendix E – Project Brief for Kelowna General Hospital site information. The KGH site is currently zoned P1.

See Appendix E – Project Brief for Vernon Jubilee Hospital site information. The VJH site is currently zoned P1.

The Authority anticipates that the Project can reasonably be achieved within the local zoning requirements. However, if the successful Proponent chooses to design outside of these requirements then the Proponent would be responsible for any re-zoning required.

## **1.5 General Scope of Project Co's Responsibility**

### **1.5.1 Project Agreement**

It is anticipated that the Project will be managed under one Project Agreement. The Authority intends to attach a draft Project Agreement to the RFP, which will include:

- output specifications for the design, construction, operation and maintenance of the Facility;
- the scope of services to be provided by the successful Proponent; and
- proposed commercial terms.

The draft Project Agreement will be the basis upon which proposals will be requested in the RFP.

1.5.2 General Scope of Responsibility

The Authority anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

a) Design

Project Co will be responsible for all aspects of the design for the Facilities. The final designs must comply with the output specifications that will be included in the Project Agreement, and all applicable laws including zoning. The Authority anticipates that the RFP will request proposals that include representative schematic designs.

b) Construction

Project Co will be responsible for:

- obtaining all necessary permits and approvals for construction of the Facilities;
- provision of utilities and other site services required to support the Facilities; and
- construction of the Facilities.

c) Equipment

Project Co will be responsible to supply, procure and install certain equipment. The Authority will also supply and Project Co will install certain other equipment. The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

d) Finance

Approximately 40 percent of the estimated funding for design and construction will be provided by the North Okanagan Columbia Shuswap and Central Okanagan Regional Hospital Districts. Project Co will be required to provide the remaining funding for design and construction and operations, by way of equity and debt financing.

e) Operation and Maintenance Services

During the term of the Project Agreement after occupation of the Facilities by the Authority, Project Co will be required to provide Hard Facilities Management, life cycle and housekeeping for the new Facilities on both sites. Project Co may also be responsible for Hard Facilities Management and housekeeping to the full sites, subject to market demonstration of value for money.

## **1.6 Commercial Terms**

### **1.6.1 Committed Financing**

It is anticipated that the RFP will require that a proposal identify the source of financing for the required equity and debt financing, and will specify that the Authority will prefer proposals in which financing sources confirm acceptance of the terms of the Final Draft Project Agreement with limited required amendments.

### **1.6.2 Key Commercial Terms**

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

Term: The term of the Project Agreement will commence on Financial Close and continue for 30 years from a specified planned occupation date. It is anticipated that construction will commence by March 2008 and will be completed by early 2010.

Payment Prior to Planned Occupation Date: The Authority anticipates that some funding will be available prior to the Planned Occupation Date. The terms on which that funding is available and will be advanced will be set out in the Project Agreement.

Service Payments: The Authority will pay service payments to Project Co commencing on the date when the Facilities are available for use by the Authority in accordance with a move-in schedule to be established under the Project Agreement. The Authority anticipates making 13 payments per year.

Payment Deductions: The Project Agreement will permit the Authority to make deductions from the service payments if the functional areas are not available for use as required by the Project Agreement, or if Project Co fails to meet the performance standards.

End of Term: The Project Agreement will describe the hand back requirements for the Facilities at the end of the project term and describe the provisions to enforce these requirements.

Benchmarking/Market Testing: The Agreement may outline processes for ensuring that services such as housekeeping are benchmarked or market tested at specified intervals throughout the 30 year term, and potentially to review and update the scope of those services.

Title to the Lands and Facility: Title to the Facilities will at all times be with the Authority and Project Co will at no time acquire any interest in the Facilities or the Lands. The Project Agreement will include all of Project Co's rights with respect to the Facilities.

Change in Control: The Project Agreement will contain provisions that will preclude any change of control of Project Co for one year following the commencement of service payments for the completed facilities, other than:

- (1) an exercise of rights by Project Co's lenders pursuant to a lenders remedies agreement to be entered into between the lenders and the Authority at Financial Close; or

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(2) otherwise, with the consent of the Authority, which may be given or withheld in its absolute discretion.

The Authority would not expect to give such consent except in exceptional circumstances.

Changes in Control beyond the first year following the commencement of service payments will require Authority consent, not to be unreasonably withheld.



## 2. SUBMISSION INSTRUCTIONS

### 2.1 Closing Deadline and Submission Location

- a) Responses to this RFQ must be received at the Submission Location and before the Closing Deadline noted on the front cover of this RFQ. All times shall be determined with reference to the clock used by the Contact Person for that purpose. All times shall be the precise moment specified, and shall not include the minute after the specified time.
- b) Respondents must submit Response copies in quantity and format as described in Appendix A, Section 2.0.
- c) Responses sent by fax or email will NOT be accepted for this RFQ.
- d) Responses received after the Closing Deadline will not be considered and will be returned unopened.

### 2.2 Mandatory Requirements

Each Response must comply with the following Mandatory Requirements:

MANDATORY REQUIREMENTS
Each Response <b>must</b> : <ul style="list-style-type: none"><li>e) be in English;</li><li>f) be received at or before the Closing Deadline;</li><li>g) be received at the Submission Location;</li><li>h) contain a signed Response Declaration Form which includes a list of the Respondent team members as per Appendix D.</li></ul>

### 2.3 Expression of Intent to Respond

Respondents are advised to submit a copy of the Expression of Intent to Respond Form (Appendix B) via email or via courier to the address of the Contact Person listed on the front cover of this RFQ in order to be sent further information in connection with this RFQ. Addenda will be posted as amendments on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca). Respondents are encouraged to submit the Relationship Disclosure Form as early as possible as per Section 5.9.5, *Request for Advance Ruling* and may be in draft or preliminary form. The Final Relationship Declaration Form should be submitted with the Response.

### 2.4 Response Form and Content

Detailed information on the form and content of Responses is included in Appendix A.

## **2.5 Receipt of Complete RFQ**

Respondents must ensure that they have received the complete RFQ. Each and every Response is deemed to be made on the basis of the entire RFQ issued prior to the Closing Deadline, including any Addenda. The Authority accepts no responsibility for any Respondent lacking any information.

## **2.6 Enquiries**

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

1. the Contact Person's response will be in writing;
2. enquiries to and responses from the Contact Person will be recorded;
3. a Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, provided that if the Contact Person decides that an enquiry must be distributed to all Respondents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response;
4. subject to Section 2.6.(3) any enquiry and response may, in the Contact Person's discretion, be distributed to all Respondents, or the Contact Person may keep either or both the enquiry and response confidential if in the sole judgment of the Contact Person it is appropriate to do so; and
5. enquiries received after 16:00 hours on May 30, 2007 will not be processed and will not receive a response.

## **2.7 Unofficial Information**

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

## **2.8 Fax and Email Communication**

No fax communication is permitted for this RFQ.

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

- a) the Authority does not assume any risk or responsibility or liability whatsoever to any Respondent:
  - i. for ensuring that any electronic e-mail system being operated for the Authority is in good working order, able to receive e-mails, or not engaged in receiving other e-mails that a Respondent's e-mail cannot be received; and/or
  - ii. if a permitted email communication or delivery is not received by the Authority, or received in less than its entirety, within any time limit specified by this RFQ.
- b) all permitted email communications with or delivery of documents to the Contact Person will be deemed as having been received by the Contact Person on the dates and times

indicated on the Contact Person's electronic equipment or by the clock used by the Contact person for that purpose.

## **2.9 Addenda**

Written Addenda are the only means of amending or clarifying this RFQ. Only the Authority, through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFQ. The Authority may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ on or before the Closing Deadline. The Authority will send a copy of any Addenda to all parties who have delivered a completed Expression of Intent to Respond Form (see Section 2.3 of this RFQ).

## **2.10 Inconsistency between Paper and Electronic Form**

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

## **2.11 Revisions Prior to the Submission Deadline**

By submission of a clear and detailed written notice, a Respondent may amend or withdraw its Response at any time prior to the Submission Deadline.

### 3. PROCUREMENT PROCESS

#### 3.1 Overview of Two-Stage Procurement Process

The Authority anticipates that it will select a short-list of no more than three Proponents, and then issue an RFP to that short-list only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

#### 3.2 Project Agreement Discussions and Negotiations

##### 3.2.1 Discussions

The Authority anticipates that the RFP will describe a process to provide the opportunity for the short-listed Proponents to have input into the draft Project Agreement as follows:

- (a) the Authority will invite each short-listed Proponent to review the draft Project Agreement as attached to the RFP and then to meet confidentially and separately with the Authority to discuss any amendments that the Proponent would like to have made to the draft Project Agreement, including design and construction, and facilities management matters; and
- (b) the Authority will consider all comments and requested amendments received from the short-listed Proponents and amend the draft Project Agreement as the Authority may decide, and then by addendum issue a revised Project Agreement (the “**Final Draft Project Agreement**”) as the common basis for the preparation of all proposals from the short-listed Proponents.

The Authority anticipates that the RFP will describe how final negotiations will occur after the selection of the Preferred Proponent to achieve a settled and final Project Agreement.

**3.3 Procurement Timeline**

The following table outlines the Authority's expected milestones and timeline for the selection of the successful Proponent for the Project.

<b>Expected Competitive Selection Process Schedule</b>	
<b>Milestones</b>	<b>Timeline</b>
Project Information Meeting	May 15, 2007
RFQ Closing Deadline	June 4, 2007
Respondent Interviews/Presentations (if required)	June 15 and June 18, 2007
Announce Short-Listed Respondents	June 2007
Issue Request for Proposals	July 2007
Closing date for Proposals	November 2007
Selection of Preferred Proponent	December 2007
Financial Close	February 2008
Note: Dates are subject to change at the sole discretion of the Authority.	

**3.4 Next Stage of Competitive Selection Process**

The Authority anticipates issuing the RFP to select the Preferred Proponent from the short-listed Respondents' proposals on the basis of their ability to meet the requirements defined in the RFP.

**3.5 Compensation for Participation in Competitive Selection Process**

The Authority will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

An honorarium will be offered to Proponents who participate in the RFP stage of the Competitive Selection Process to help offset the cost of developing proposals. The honorarium will be paid to unsuccessful Proponents who have, in the sole discretion of the Authority, submitted a compliant proposal and have executed a waiver releasing the Authority from liability regarding the selection process and transferring all intellectual and moral rights contained in their proposals to the Authority.

### **3.6 Project Information Meeting**

The Authority intends to hold a Project Information Meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. The time and location of the meeting will be published generally, and sent to all parties who complete and submit an Expression of Intent to Respond form.

## **4. EVALUATION**

### **4.1 Evaluation Committee**

The evaluation of Responses will be carried out by a committee appointed by the Authority (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the Authority.

### **4.2 Evaluation Criteria**

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

The Evaluation Committee will apply the Evaluation Criteria to select the Responses that the Evaluation Committee judges to be the most advantageous to the Authority.

### **4.3 Evaluation Process**

To assist in evaluation of the Responses, the Evaluation Committee may, in its sole and absolute discretion:

- a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and the Key Individuals, whether contained in the Response or not, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- b) the Authority reserves the right to verify information in its Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members and by submitting a Response, the Respondent agrees that they consent to the conduct of all or any of those investigations by the Authority
- c) rely on and consider any relevant information from such cited references;
- d) seek clarification or supplemental information from any or all Respondents;

- e) consider clarifications and any supplementary information in the evaluation; and
- f) request interviews/presentations with any, some or all Respondents to clarify any questions and/or considerations based on the information included in Responses during the evaluation process. The Evaluation Committee is not required to request or permit presentations. The Evaluation Committee will take into consideration the presented information.

The Evaluation Committee is not obligated to complete a detailed evaluation of all Responses and may in its discretion after completing a preliminary review of all the Responses identify and drop from the detailed evaluation any Respondent who, when compared to the other Respondents, the Evaluation Committee judges is not in contention to be short-listed.

The Evaluation Committee will recommend the short-list to the Authority.

The Authority will notify Respondents that have been short-listed by sending a written notice to the Respondent's Representative.

Debriefing arrangements will be made for Respondents upon request. During such debriefing, confidential information will not be disclosed, and only the relative strengths and weaknesses of that Respondent's Response will be disclosed and discussed. Requests for debriefing can be made only after a short-list has been announced. The Authority will make best efforts to schedule a debriefing session within a reasonable time of the receipt of a request.

#### **4.4 Short-Listed Proponents and Changes to Proponent Teams**

The Authority intends to issue the RFP only to the entities that have been short-listed under this RFQ. If for any reason a short-listed Proponent wishes or requires to make a change to its list of team members as listed in the Proponent's Response to this RFQ (either by adding new members, deleting listed members or substituting new member for listed members), then the Proponent must submit a written application to the Authority for approval. The Authority may, in its absolute discretion, grant or refuse to grant permission for a change to a short-listed Proponent's team list, and without limiting the above:

- 4.4.1 the Authority may permit or refuse to permit a change to the membership of a short-listed Proponent's team if:
  - a. the change would in the Authority's judgment result in a weaker team than the Proponent's team as listed in its Response to this RFQ; or
  - b. the evaluation of the new team, using the evaluation criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been short-listed.
  - c. the Authority's discretion to give approval for changes to a short-listed Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Proponent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation

of a new joint venture or other legal entity that will take the place of the short-listed Proponent.

## **5. RFQ TERMS AND CONDITIONS**

### **5.1 No Obligation to Proceed**

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

### **5.2 Freedom of Information and Protection of Privacy Act**

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

FOIPPA can be accessed at: [www.qp.gov.bc.ca/statreg/stat/F/96165\\_01.htm](http://www.qp.gov.bc.ca/statreg/stat/F/96165_01.htm)

### **5.3 Cost of Preparing the Response**

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including costs of providing information requested by the Authority, attendance at meetings and conducting due diligence.

### **5.4 Confidentiality of Information**

Information pertaining to Partnerships BC or the Authority obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or the Authority (as applicable).

### **5.5 Limitation of Damages**

Each Respondent by submitting a Response, agrees that:

- 5.5.1 if any or all Responses are rejected or Disqualified, or the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or both), neither the Authority nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter;



- 5.5.2 the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is rejected or Disqualified or is not successful in being short-listed in the Competitive Selection Process or for any other reason; and
- 5.5.3 with respect to circumstances not listed in the foregoing Sections 5.5.1 and 5.5.2, the Respondent will not make any Claim against the Authority or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to the RFQ, the Project or the Competitive Selection Process.

## **5.6 Reservation of Rights**

The Authority reserves the right, in its sole and absolute discretion, to:

- 5.6.1 end the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- 5.6.2 accept or reject any Response based on the Evaluation Criteria as determined in the sole and absolute discretion of the Authority;
- 5.6.3 not accept any or all Responses;
- 5.6.4 reject or Disqualify all or any Response without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- 5.6.5 re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- 5.6.6 make any changes to the terms of the business opportunity described in this RFQ; or
- 5.6.7 extend, from time to time, any date, time period or deadline provided in this RFQ, upon written notice to all Respondents who have made the Authority aware of their intent to respond by completing and submitting the Expression of Intent to Respond Form (Appendix B).

## **5.7 Ownership of Response**

All Responses submitted to the Authority become the property of the Authority. As described in Section 5.2, they will be received and held in confidence by the Authority, subject to the provisions of the FOIPPA Act and this RFQ.

## **5.8 Disclosure and Transparency**

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

- 5.8.2 The Authority expects to disclose the following information during this stage of the Competitive Selection Process: the RFQ document, the number of Respondents, and the name of short-listed Proponents.
- 5.8.3 To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, all public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of the Authority.
- 5.8.4 Respondents will promptly notify the Authority of requests for information or interviews from the media and if possible provide the Authority with a reasonable time to provide input.
- 5.8.5 Respondents will ensure all of the Respondent team members and others associated with the Respondent also comply with these requirements.

## **5.9 Relationship Disclosure and Review Process**

Respondents must submit the form attached as Appendix D with their Response.

### **5.9.1 No Use or Inclusion of Restricted Parties**

The Authority may, in its sole and absolute discretion, disqualify a Respondent that uses in any manner, or who includes in its Response preparation, a Restricted Party. The onus is on the Respondents to ensure that they do not use or include any Restricted Party.

A Restricted Party:

- is not eligible to advise any Respondents with respect to their participation in the Competitive Selection Process; and
- must not participate as an employee, advisor, consultant or member of any Respondent or Respondent Team Member.

### **5.9.2 Current Restricted Parties**

At this RFQ Stage, the Authority has identified the following persons, firms or organizations, and their agents, consultants, subcontractors and employees as Restricted Parties.

- Certain current or former subcontractors, agents, representatives and advisors of Restricted Parties which include but are not limited to:
  - a. Boughton Law Corporation
  - b. Bush Bohlman and Partners
  - c. Cannon Design
  - d. CTQ Consultants Ltd.
  - e. EBA Engineering Consultants Ltd.
  - f. Ernst & Young Orenda Finance Inc.
  - g. Fasken Martineau Dumoulin, LLP

- h. Heenan and Blaikie, LLP
  - i. Hirschfield Williams Timmins Ltd
  - j. Levelton
  - k. Opus Hamilton Consultants Ltd.
  - l. Pacific Meridian Consulting
  - m. RA Duff & Associates Incorporated
  - n. Spiegel Skillen & Associates Ltd.
  - o. Viewpoint Landscape Architects Inc.
- The Province, the Authority, Partnerships BC and any of their respective directors, officers, representatives (including members of the Executive Council), managers, employees, consultants, advisors and or agents, the Fairness Advisor, the Conflict of Interest Adjudicator and other individuals who have had involvement in the Kelowna and Vernon Hospitals Project.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum. Neither the Authority nor any of its employees, advisors or representatives is liable to any Respondent for any claims, whether for preparation costs of the RFQ, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Restricted Parties in any Response for the Competitive Selection Process.

#### 5.9.3 Shared Use

A Shared Use Person is eligible to do work for a Respondent, but is required to commit that they will not enter into exclusive arrangements with any Respondent. This includes Persons who have unique or specialized information or skills such that their availability to all Respondents is necessary to ensure a fair Competitive Selection Process.

- a) No Shared Use Persons have been identified.

#### 5.9.4 Conflict of Interest Adjudicator

The Authority has appointed a Mr. Leslie R. Peterson, QC as Conflict of Interest Adjudicator (COI Adjudicator) to make decisions on conflicts of interest or unfair advantage, including whether any person is a Restricted Party. The decision of the COI Adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for advance ruling or a request by the Authority at any stage of the evaluation process, is final and binding on the persons requesting the ruling, all parties, including, without limitation, all Respondents, Proponents, Proponent Team members, and the Authority.

#### 5.9.5 Request for Advance Rulings

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is or may be a Restricted Party, is encouraged to request an advance ruling in accordance with this Section through the following process:

To request an advance ruling of whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person,

not less than ten (10) days prior to the Closing Deadline by email or by hand or courier delivery, the following information:

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

All requests for advance rulings will be treated in confidence. If a Respondent or prospective Respondent Team Member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

#### 5.9.6 The Authority May Request Advance Rulings

The Authority may also independently ask for advance rulings where it identifies Persons who may be Restricted Parties. The Authority will, if it seeks an advance ruling, provide the COI Adjudicator with relevant information in its possession about the participation of the Person in the Project or other circumstances that may render such person a Restricted Party. The Authority will give notice to the possible Restricted Party so that it can make its own response to the COI Adjudicator.

#### 5.9.7 Exclusivity

Prime Members, Key Individuals and Equity Providers can only participate as members of one Respondent Team unless they are a Shared Use Person.

#### **5.10 No Collusion**

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

#### **5.11 No Lobbying**

A Respondent, and any firms, corporations or individual member of a Respondent Team,, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of the Authority, Partnerships BC, the Fairness Advisor or any member of the Evaluation Committee, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by the Authority. The Authority reserves the right to disqualify a Respondent that contravenes this Section 5.11.

**5.12 Fairness Advisor**

The Authority has appointed Joan M. Young of Heenan and Blaikie, LLP as Fairness Advisor to monitor the evaluation process undertaken by the Evaluation Committee. The Fairness Advisor will provide a written report to the Authority, and the Authority will make any such report available to interested parties.

To contact the Fairness Advisor Respondents will provide a written request to the Contact Person via email or courier notification to the address listed on the front cover of this RFQ. The Contact Person will advise the Fairness Advisor of the Respondents request.

The Fairness Advisor will be:

- 5.12.1 provided full access to all documents and information related to the evaluation processes under this RFQ which the Fairness Advisor decides is required; and
- 5.12.2 kept fully informed by the Authority of all documents and activities associated with this RFQ.

## 6. DEFINITIONS

### 6.1 Definitions

In this RFQ:

**Addenda** or **Addendum** means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ.

**Authority** means Interior Health Authority, the public sector entity with overall responsibility to deliver the Project.

**Authorized Representative** means the person(s) or firms(s) having the authority to legally bind the Respondent.

**Authorized Signatory** or **Authorized Signatories** of a Respondent means the person(s) or firm(s) having the authority to legally bind the Respondent.

**Claim** means any claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto.

**Closing Deadline** means the time and date indicated as such on the RFQ cover page.

**COI Adjudicator** means the conflict of interest adjudicator: a person or committee carrying out the responsibilities described in **Section 5.9.4**.

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

**Contact Person** means the person identified as such on the RFQ cover page.

**Disqualification** or **Disqualified** or **Disqualify** means exclusion of a Response from a Respondent by the Authority from the Competitive Selection Process.

**Equity Provider** means individuals, corporations, joint ventures, partnerships or other legal entities who have an ownership or equity interest in the Project, as described in the Response.

**Evaluation Committee** means a committee, including sub-committees, established by the Authority to evaluate the Responses.

**Evaluation Criteria** means the criteria defined in Appendix A.

**Existing Estate** means certain buildings and land which inhabit the site boundaries at Kelowna General and Vernon Jubilee Hospital as defined in the RFP.

**Expression of Intent to Respond Form** means the form in Appendix B.

**Facilities** means buildings and structures constructed under the Project Agreement.

**Fairness Advisor** means the person described in **Section 5.12**.

**Final Draft Project Agreement** means a revised Project Agreement used as the common basis for the preparation of all proposals from the short-listed Proponents.

**Financial Close** means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied.

**Financial Evaluation Criteria** means the criteria referred to in Appendix A.

**Hard Facilities Management** means including the staffing and management of staff and the provision, maintenance and repair of all physical plant and plant maintenance equipment, and all lighting fixtures, fixed equipment, building finishes and fixed furnishings required to obtain an occupancy permit for the Facilities.

**Interior Health Authority (IH) (IHA)** means the public sector entity with overall responsibility to deliver the Project.

**Key Individuals** means the specific person, exclusive to one Respondent, identified in **Appendix A**.

**Mandatory Requirements** means the requirements identified in **Section 2.2**.

**Partnerships BC** means Partnerships British Columbia Inc.

**Preferred Proponent** means the company, firm, consortium or other legal entity selected by the Authority during the RFP process to negotiate the Project Agreement.

**Prime Member** means any individual, corporation, joint venture, partnership or other legal entity, exclusive to one Respondent, who has a role which involves one of the following:

Equal to or greater than **10%** in the construction activity; or

Equal to or greater than **25%** of the design activity.

**Project** is defined in **Section 1.1**.

**Project Agreement** means the agreement between the Authority and Project Co under which the Authority confers the rights on Project Co, and Project Co undertakes, to implement the Project.

**Project Co** means the entity proposed by the Respondent to enter into the Project Agreement with the Authority.

**Project Vision** and **Understanding Evaluation Criteria** means the criteria referred to in **Appendix A**.

**Kelowna and Vernon Hospitals Project  
Request for Qualifications**

Issue: May 7, 2007

**Proponent** means any company, firm, consortium or other legal entity which plans to submit a proposal in response to the RFP.

**Relationship Disclosure Form** means the form contained in Appendix C

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

**Respondent** means any company, firm, consortium or other legal entity which plans to make a response to this RFQ.

**Respondent's Representative** means the person or firm, identified in the Expression of Intent to Respond Form (Appendix B) and Response Declaration Form (Appendix C), who is fully authorized to represent the Respondent in any and all matters related to its Response.

**Respondent Team** means the Respondent, Prime Members, Equity Providers, and Key Individuals.

**Respondent Team Member** means a member of the Respondent Team.

**Response Declaration Form** means the form in Appendix D.

**Restricted Party** means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Respondent that is not, or would not reasonably be expected to be, available to other Respondents. Restricted Parties for this RFQ are identified in **Section 5.9.1**.

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

**RFQ** means this request for qualifications issued by the Authority as the first stage of the Competitive Selection Process.

**Shared Use Person** means those persons or firms who are specifically named in **Section 5.9.3**.

**Submission Location** means the address of the Contact Person identified on the RFQ cover page.

**Technical Evaluation Criteria** means the criteria referred to in Appendix A.



**APPENDIX A**

**RESPONSE GUIDELINES AND EVALUATION CRITERIA**

**Table of Contents**

**1.0 OVERVIEW OF RESPONSE.....2**

**2.0 NUMBER OF COPIES AND PACKAGING REQUIREMENTS .....2**

**3.0 EVALUATION CRITERIA .....4**

**Attached Sample Forms**

- Table B-1: Sample Form – Project Experience
- Table B-2: Sample Form – Project Finance Experience

## 1.0 OVERVIEW OF RESPONSE

Responses should:

- (a) include all of the information requested in this Appendix;
- (b) follow the format set out in Section 2.0;
- (c) include sufficient information to enable appropriate evaluation of the Response, with reference to the Evaluation Criteria, while avoiding extraneous information; and
- (d) be submitted as four Packages of information:

Package 1: Response Declaration

Package 2: Project Team and Financial Information

Package 3: Design and Construction Information

Package 4: Operations and Maintenance Information

An outline for the Response is provided in Section 2.0; detail on the contents required for each section is provided in Section 3.0 of this Appendix.

## 2.0 NUMBER OF COPIES AND PACKAGING REQUIREMENTS

Provide all of the information requested in the table below (all four packages) in a sealed container(s), clearly marked with,

- “Kelowna and Vernon Hospitals Project, Response to Request for Qualifications No 2006-07 040”;
- the Respondents return address; and
- indicate container “No” of “Total”

and addressed to the Submission Location provided in the RFQ.

Package	Contents	Number of Copies
<p><b>Package 1: Response Declarations</b></p> <p>Provide in a sealed container clearly marked “<b>Package 1: Response Declarations</b>”:</p>	<ul style="list-style-type: none"> <li>• One fully executed/signed copy of the Response Declaration Form (see Appendix D of the RFQ) from the Respondent</li> <li>• One fully executed/signed copy of the Relationship Disclosure Form (see Appendix C of the RFQ) for each Respondent Team</li> <li>• Two compact discs (CD) containing electronic copies of the complete response in an Adobe (pdf) file format and labeled with the Respondent team name</li> </ul>	<p>One</p> <p>One</p> <p>Two</p>
<p><b>Package 2: Project Team and Financial Information</b></p> <p>Provide in a sealed container clearly marked “Package 2: Project Team and Financial Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>
<p><b>Package 3: Design and Construction Information</b></p> <p>Provide in a sealed container clearly marked “Package 3: Design and Construction Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>
<p><b>Package 4: Operations and Maintenance Information</b></p> <p>Provide in a sealed container clearly marked “Package 4: Operations and Maintenance Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>

### 3.0 EVALUATION CRITERIA

#### 3.1 Evaluation Matrix

The Responses will be evaluated in accordance with this evaluation matrix.

**TABLE B1.1** Evaluation Matrix

<b>Evaluation Criteria</b>	<b>Points</b>
<b>Project Team and Financial Evaluation</b>	
The strength and demonstrated ability to undertake the complete Project (See s.2 of the Response Format)	<b>30</b>
<b>Design and Construction Evaluation</b>	
The strength and demonstrated ability to undertake the design and construction (See s.3 of the Response Format)	<b>30</b>
<b>Operations Evaluation</b>	
The strength and demonstrated ability to undertake the Facilities Management of the completed Facility (See s.4 of the Response Format)	<b>30</b>
<b>Overall Strength of Team/Proposal / Value Added</b>	
The strength and demonstrated ability to work as an integrated team as demonstrated throughout the proposal and in interviews (See s.4 of the Response Format)	<b>10</b>
<b>Total</b>	<b>100</b>

A Response may in the discretion of the Authority be rejected if:

- (a) background investigations reveal any criminal affiliations or activities by the Respondent and such affiliations or activities would, in the sole opinion of the Authority, interfere with the integrity of the Competitive Selection Process; or
- (b) it does not comply with the requirements of this RFQ unless it can be remedied or clarified; or
- (c) it includes a false or misleading statement, claim or information.

### 3.2 Response Format and Evaluation Criteria

For your Response, please use the section numbers and titles provided in the table below.

Section	Title	Description
<b>PACKAGE 1: Response Declarations</b>		
1		Signed Response Declaration – see Appendix D of the RFQ Signed Relationship Disclosure Form – See Appendix C of the RFQ
<b>PACKAGE 2: Project Team and Financial Information (30 points)</b>		
2.1	Identification of the Key Individuals and Respondent Team	Provide the Company/Firm name for each of the following: <ol style="list-style-type: none"> <li>1. Respondent</li> <li>2. Equity Investors in Respondent</li> <li>3. Design &amp; Construction Team(s)</li> <li>4. Operation, Maintenance &amp; Life Cycle Team(s)</li> <li>5. Financial Advisor</li> <li>6. Other(s) (please specify)</li> </ol> Provide a short description of the Respondent and each member of the Respondent Team (for publication purposes).
2.2	Contact Information	Provide the name and contact details for the Authorized Representative of the Respondent. <b>Please note:</b> The Authorized Representative of the Respondent will be the <u>only</u> contact person to receive communication from the Authority regarding the RFQ. <u>Authorized Representative and Contact Person:</u> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Employer</li> <li>3. Mailing/Courier Address</li> <li>4. Telephone No.</li> <li>5. Facsimile No.</li> <li>6. E-mail address</li> </ol>



Section	Title	Description
		7. Website address
2.3	Project Management Structure	<p>Provide a project organization chart, at the corporate level, showing the reporting relationships between the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project.</p> <p>Provide separate charts for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> <li>1. RFP Stage: from short-listing under RFQ to selection as Preferred Proponent under the RFP;</li> <li>2. Project Agreement Stage: from selection of Preferred Proponent to Financial Close;</li> <li>3. Design and Construction Stage: from preliminary design through to commencement of operating payments;</li> <li>4. Operations Stage: from commencement of operating payments through to end of the Term.</li> </ol>
2.4	Project Director	<p>Provide the name, professional designation and summary of education/qualifications and relevant experience for the Project Director.</p> <p>Provide resume including at a minimum, the following information</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Role and responsibility for the project</li> <li>3. Education qualifications</li> <li>4. Relevant experience</li> <li>5. References</li> </ol>
2.5	Project Director Experience	<p>Provide a completed <i>Table B-1 Sample Form – Project Experience</i> with up to a maximum of 10 projects you consider most relevant to this project. Respondents should include:</p> <ol style="list-style-type: none"> <li>1. Canadian and global healthcare projects including both P3 and traditional structures</li> <li>2. Other public infrastructure arrangements both Canadian and non-Canadian</li> <li>3. Other long term partnership arrangements</li> </ol>
2.6	Experience as a team	Provide examples of where your team members have worked together.



Section	Title	Description
2.7	Financial Capacity	<p>Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the Project.</p> <p>Supply the required information (see below) for each of the following:</p> <ul style="list-style-type: none"> <li>• Respondent</li> <li>• Equity Providers</li> <li>• Any Prime Member that is anticipated to undertake:               <ul style="list-style-type: none"> <li>- 10% or more of the construction activity; or</li> <li>- 25% or more of the operation, maintenance, and lifecycle activity.</li> </ul> </li> </ul> <p>Information required:</p> <ul style="list-style-type: none"> <li>• Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years.</li> <li>• If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided.</li> <li>• Details of any material off-balance sheet financing arrangements currently in place.</li> <li>• Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided.</li> <li>• Details of any credit rating.</li> <li>• Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ul>
2.8	Experience Raising or Providing Finance	<p>Complete <i>Table B-2 Sample Form – Finance Experience</i> (attached at end of this Appendix), to indicate the experience that any member of the Respondent Team has in raising and/or providing finance for DBFO, P3, project finance, healthcare, and other major infrastructure projects.</p>

Section	Title	Description
2.9	Litigation/Arbitral Proceedings	<p>Provide a brief summary of all material non-employment related litigation, or legal, arbitral or other proceedings (whether pending, threatened or determined) involving each entity listed in Section 2.1, over the last 5 years where the amount which is claimed or in dispute exceeds CDN\$ 10 million, or where the entities ability to participate in this Project may at any time be adversely affected by such litigation or other legal or arbitral proceeding.</p> <p>Identify all previous disputes with any governmental or other public entity where the disputes escalated to the point where litigation, arbitral or other proceedings were threatened by or against the Respondent (or its shareholders/members) in writing, and the amount claimed or in dispute exceeded CDN\$1,000,000. Summarize the outcome of each such dispute and identify which disputes actually resulted in the commencement of litigation, arbitral or other proceedings.</p> <p>Confirm that the entities listed in 2.1 are not aware of any active investigations in any jurisdictions which are related to an alleged failure by the Respondent to comply with securities or other financial legislation, or to comply with legislation governing investments or accounting practices.</p>
2.10	Approach to partnership	<p>Include a written response that demonstrates:</p> <ul style="list-style-type: none"> <li>• the Respondents approach to public private partnership (with particular emphasis on healthcare experience) arrangements</li> <li>• what challenges they had have and/or may anticipate and how they did/would overcome them.</li> </ul> <p>Proponents should also outline how they intend to partner effectively with the Authority and its Project team.</p>
2.11	Availability	<p>Describe availability of the Project Director and other key individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed on a similar timeline.</p>
<b>PACKAGE 3: Design and Construction Information (30 points)</b>		
3.1	Key Individuals	<p>Provide the name, professional designation, and summary of education/qualifications and relevant experience for the following:</p> <ul style="list-style-type: none"> <li>• Architect</li> <li>• Mechanical, Electrical and Structural Engineer</li> <li>• Construction Lead</li> </ul>





Section	Title	Description
		<p>Provide a completed Table B-1 with up to a maximum of 10 projects you consider most relevant to this Project. Respondents should provide separate tables for design and construction.</p> <p><u>Design:</u> Describe team experience with building integration, design function, phasing of projects, structural/ground compaction solutions, meeting Canadian hospital standards, meeting performance schedules, projects of similar size and complexity.</p> <p><u>Construction:</u> Describe experience with multi-phase projects and additions to existing facilities. Describe experience with projects valued above \$50 million. Describe experience with healthcare projects. Describe experience constructing a parkade. Describe experience constructing a helipad.</p>
3.2	Design and Construction integration	<p>Describe previous experience developing designs in consultation with a healthcare user/client and in integrating design with construction and facilities management over a long term relationship including such issues as:</p> <ul style="list-style-type: none"> <li>• integration of process improvement concepts in to facility design; and</li> <li>• impact of facility architecture on clinical and non-clinical operations</li> </ul> <p><u>Design:</u> Describe experience relating to projects which incorporate parkade within buildings; rooftop helipad; education space; incorporation high tech medical equipment.</p> <p><u>Construction:</u> Describe experience with projects requiring a parkade within buildings and a rooftop helipad.</p>
3.3	Innovation	<p>Describe your approach to innovations in design and construction including but not limited to healthy buildings, LEEDS Green Guide for Health Care and elder-friendly hospitals. Provide examples of projects which have required the implementation of innovations.</p>
<b>PACKAGE 4: Operations and Maintenance Information (30 points)</b>		
4.1	Key Individuals	<p>Provide the name, professional designation, and summary of education/qualifications and relevant experience (specify number of years) for the Operations and Maintenance team.</p> <p>Provide a completed Table B-1 with up to a maximum of 10 projects you consider most relevant to the Project. Respondents should provide separate tables for design and construction.</p> <p>Describe the proposed organizational model including experience of anticipated lead team members in each role and the role responsibility at a management level.</p> <p>Describe experience with dual site projects with particular emphasis on dual site healthcare projects.</p>



Section	Title	Description
4.2	Integration	<p>Describe previous experience participating in the development of designs in consultation with a healthcare user/client and in integrating FM considerations into design and construction considerations over a long-term relationship.</p> <p>Provide one to two case study examples of integrating design and FM considerations. Include lessons-learned in each example.</p>
4.3	Experience with transitioning services and staff	<p>Provide details on your experience in contract management and change, with particular focus on the transitioning of services to a new provider and the support of staff and users through that period and sustaining services.</p> <ul style="list-style-type: none"> <li>• Describe experience with multiple transitions of services and reference gross dollar values.</li> <li>• Describe transition experience when working simultaneously with more than one partner (multiple contractors).</li> <li>• Provide evidence of written transition plans.</li> <li>• Highlight experience in the Canadian market .</li> <li>• Highlight experience in unionized environment.</li> <li>• Describe experience developing a support structure for impacted staff..</li> </ul>

**TABLE B-1  
 SAMPLE FORM – Project Experience**

<b>RESPONDENT TEAM</b>	
<b>TEAM MEMBER</b>	
<b>ROLE OF THE TEAM MEMBER</b>	

										<b>Parties To The Project</b>						
Project Name	Project Description/Sec tor	Location (Prov/Country)	Current Status Of This Project	Approx. Capital Value Cdn \$MM	Approx. Services ValuE CDN \$MM	Structure Size (Gross M <sup>2</sup> )	Respondents Role	Stage Respondent Reached In This Procurement Process (RFQ, RFP, PP, FC, OCC)	Public Sector Reference (Authority Name, Contact Name, Phone Number)	Sponsor	Funder	Constructor	Fm Operator	Design	Legal Advice	Financial Advice

**Notes on completion of table**

Project description	Healthcare/Accommodation/Other (Please Specify)
Respondent's role	Specify extent of involvement of major parties to the project
Project status	Bid phase/Construction phase/Operations phase
Stage respondent reached	RFQ shortlist, RFP short-list, PP preferred proponent, FC financial close, OCC occupancy
Reference	Provide name and contact details of someone who can attest to your role in this project
Parties to the project	List names and key contact person for each category listed

**TABLE B-2 SAMPLE FORM – PROJECT FINANCE**

<b>RESPONDENT TEAM</b>	
<b>TEAM MEMBER</b>	
<b>ROLE OF THE TEAM MEMBER</b>	

Project Name, Location and Description	Overall Project Capital Cost (C\$m)	Role of the Team Member in the Project	Type and Amount of Finance Raised or Provided by the Team Member	Current Status of the Project	Dates Involved	Public Sector Reference (Authority Name, Contact Name, Phone Number)

**APPENDIX B**

**EXPRESSION OF INTENT TO RESPOND FORM**

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

**Request for Qualifications 2006-07 040  
 Kelowna and Vernon Hospitals Project**

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

**Melanie Reinhardt, Contact Person**  
**Interior Health Authority / 1860 Dayton Street, Kelowna, BC V1Y 7W6**  
**E-Mail: [Kel-VernHospitalsProject@interiorhealth.ca](mailto:Kel-VernHospitalsProject@interiorhealth.ca)**

RESPONDENT CONTACT INFORMATION			
Respondent Name			
Street Address			
City		Prov	
Country		Postal/Zip Code	
Mailing Address (if different)			
Fax NO.		Telephone No.	
Respondent Contact Person			
Name		Title	
E-mail			

**ACKNOWLEDGMENT OF TERMS OF RFQ**

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

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

<b>Respondent Representative:</b>	
<b>Authorized Signature</b>	<b>Name of the Authorized Signatory</b>
<b>Title</b>	<b>Date</b>

APPENDIX C

**RELATIONSHIP DISCLOSURE FORM**

*This must be completed by each Respondent Team (including firms and individuals where they are not employed by those firms).*

**Respondent  
Team Name**

The Respondent declares that:

1. The Respondent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Respondent has with:
  - a. any Restricted Party or their current or former employees, shareholders, directors or officers; or
  - b. employees (both current or former) of the Authority or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project,
 that could constitute a conflict of interest or unfair advantage.

**Name of Restricted Party  
/ Person**

**Details of the Nature of the Respondent's relationship with the  
listed Restricted Party/Person**

*(e.g. Respondent was an advisor to the Restricted Party from 1999-2000)*

**Respondent Representative:**

**Authorized Signature**

**Name of the Authorized Signatory**

**Title**

**Date**

## APPENDIX D

### RESPONSE DECLARATION FORM

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

*[RFQ Respondent's Letterhead]*

**DATE:**

**To: Melanie Reinhardt, Contact Person  
Interior Health Authority  
1860 Dayton Street, Kelowna, BC V1Y 7W6**

The Respondent hereby agrees and acknowledges that:

#### 1. Response

- a. this Response Declaration Form has been duly authorized and validly executed;
- b. the Respondent is bound by all statements and representations in its Response;
- c. its Response strictly conforms with the RFQ and that any failure to strictly conform with the RFQ may, in the sole and absolute discretion of the Authority, be cause for Disqualification;
- d. its Response is in all respects a fair Response made without collusion or fraud;
- e. the Authority reserves the right to verify information in its Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members and by submitting a Response, the Respondent agrees that they consent to the conduct of all or any of those investigations by the Authority



## 2. Acknowledgements with Respect to the RFQ

- a. the Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- c. the Respondent representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- d. the Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined below;
- e. the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response;

## 3. Evaluation of Responses

- a. the RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Authority is therefore limited to evaluating the Responses in accordance with the Evaluation Criteria set out in the RFQ provided that, in its sole and absolute discretion, the Authority decides to proceed with evaluation of the Responses;
- b. the Authority will solely determine the Responses that meet the requirements in accordance with the Evaluation Criteria and the Respondents who will be short-listed pursuant to the RFQ;

## 4. Limitation of Damages

- a. if any or all Responses are rejected or Disqualified, or the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or both), neither the Authority nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter;
- b. the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is rejected or Disqualified or is not

successful in being short listed in the Competitive Selection Process or for any other reason; and

- c. with respect to circumstances not listed in the foregoing subsection a. and b. above, the Respondent will not make any Claim against the Authority or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to the RFQ, the Project or the Competitive Selection Process.

#### **5. No Collusion**

- a. Respondents, Respondent Team Members and Key Individuals must not discuss or communicate, directly or indirectly, with any other Respondent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals. Proposals must be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member), knowledge, comparison of information or arrangement, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent).

#### **6. Consent of Respondent Team**

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

- b. the list attached is an accurate representation of all Key Individuals and Prime Members on the Project Team.

RESPONDENT	RESPONDENT'S REPRESENTATIVE
Name of Firm	Name
Address	E-mail Address
Name of Authorized Signatory	Telephone
Signature	Fax Number



**APPENDIX E**  
**PROJECT BRIEF**

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2. THE PROJECT .....	2
3. PRELIMINARY PROGRAMMING.....	5

## 1. INTRODUCTION

In British Columbia health services are provided through six Health Authorities. The Interior Health Authority (“**Authority**”) operates acute care, extended care and intermediate care facilities, and provides healthcare through major programs such as Community Care, Public Health and Mental Health and Addictions to 17 percent of the BC Population. Its population is the second fastest growing in the Province, projecting growth of over 20 percent in the next 20 years. The Authority provides a range of tertiary and secondary medical care and ambulatory and paramedical services at its acute care sites.

**Please refer to Interior Health website [www.interiorhealth.ca](http://www.interiorhealth.ca) for additional details.**

## 2. THE PROJECT

### 2.1 Background

The Authority’s vision of setting new standards of excellence in the delivery of health services in BC requires an assertive plan for the future anticipating demand and delivering infrastructure and services to support growth and change. The Project forms a cornerstone for the expansion of services at our main acute site, Kelowna General Hospital and provides the first step in renewal and expansion of a key acute site in Vernon. These critical patient-focused initiatives are among the highest priorities of the Authority. The Project represents a major investment within the Authority’s services network and fits into a larger strategy of renewal and expansion. If any other capital redevelopment or expansion is approved, the Authority may consider expanding the scope of the Project under the RFP or Project Agreement and providing the opportunity to the successful Proponent. The Project is essential to meet both short and long-term demand projections but also to set the stage for appropriate health care service delivery throughout the region and across the wide spectrum of services required by the residents of the North and Central Okanagan areas. It is imperative that the Project proceed at the very earliest opportunity.

#### **Key objectives for the Project are to:**

1. Improve the coordination of care for patients, including multi-disciplinary team involvement and effective use of staff by consolidating and integrating outpatient and day care services on the Kelowna General Hospital and Vernon Jubilee Hospital sites.
2. Improve service efficiency and patient flow through revitalization, expansion and where necessary modernization of the emergency departments in Kelowna General Hospital and Vernon Jubilee Hospital.
3. Improve services for surgical patients through the development of a dedicated surgical suite for day care patients in the Ambulatory Care Centre at Kelowna General Hospital.
4. Improve services for Intensive Care Unit (ICU) patients through development of a larger, modern ICU at Vernon Jubilee Hospital.
5. improve efficiency and patient access to theatres by relocating and upgrading maternity and paediatric services at Vernon Jubilee Hospital.

## 2.2 Outline Project Scope

### **Kelowna General Hospital Ambulatory Care Centre (KGH - ACC)**

The ACC will provide centralized facilities for a wide range of medical, surgical and allied outpatient services and will allow for the expansion of emergency services at KGH. The Project calls for the construction of a new ambulatory care facility in proximity to the existing KGH site, and includes appropriate linkages to the existing hospital, associated parking facilities, possible rooftop helipad, as well as shelled-in space for future expansion of the University of British Columbia (UBC) medical program. In addition to the Design, Build and Finance of a new Ambulatory Care Centre, the successful Proponent will provide non-clinical support services which will include plant maintenance and housekeeping. The current proposed site context is provided in this Appendix E.

The KGH – ACC is expected to include the following functions:

- Ambulatory Care
- General Clinics Area
- Surgical Services
  - Activities associated with surgical services include the following:
    - Day Care Surgery
    - Surgical Suite
    - Central Supply Department
- Interventional/Short Stay Area
- Express Testing Areas (Diagnostic Services)
  - This area will accommodate a collection of diagnostic services used predominately by outpatients and will have its own reception and waiting space. It includes:
    - Diagnostic Cardiology
    - Respiratory Diagnostics and Clinics
    - Neurodiagnostics
    - Satellite Lab Collection Station
    - Satellite Diagnostic Imaging
- Specialized Centre (Renal Services)
- Central Reception/Administration/Main Entry Area
- Retail Area
- Possible Helipad

- ACC Parking
- Academic and Research - UBC Medical Program
  - Administration Area – offices, conference room, workroom, etc
  - Teaching and Learning Area – Team meeting rooms, video conference rooms
  - Lounge/Locker/On-Call Area
  - Library – Support, Collection and Patron stations
  - Academic Appointments Area – Office, workroom and seminar room
  - Renovation of existing space in KGH to provide in-patient area conference rooms
- Procurement/supply/installation of certain equipment

All of the above constitute newly created capacity with the exception of the renovation of existing space in KGH for conference facilities.

### **Kelowna General Hospital – Emergency Department (KGH-ED)**

The primary objectives of the KGH-ED Expansion Project are to improve service efficiency and patient flow through revitalization, expansion and where necessary modernization of the Emergency Department in Kelowna General Hospital. The current proposed site context is provided in this Appendix.

The KGH Emergency Department expansion is intended to provide:

- Expansion and full redesign of Emergency Services, including:
  - Reception/Triage Area
  - Communications Centre
  - Zone 1 – Trauma/Resuscitation/Emergent Area
  - Zone 2 – Urgent Treatment Area
  - Zone 3 – Minor Treatment Area
  - Zone 4 – Crisis Intervention Area
  - Zone 5 – Clinical Decision Unit; Staff Facilities
  - Administration Area
- Expansion into and renovation of space vacated by ambulatory care services;
- Relocation and expansion of ambulance garage and Emergency Medical Services;
- Renovation of existing Emergency Department area;
- Procurement/supply/installation of equipment; and
- Re-establish linkage and circulation with main hospital including parking, lobby, ambulatory care, diagnostics services and in-patient units.

### **Vernon Jubilee Hospital – Diagnostic and Treatment Building (VJH-DTB)**

The current site context is provided in this Appendix. In addition to the Design, Build and Finance of a new Diagnostic and Treatment Building, the successful Proponent will provide non-clinical support services which will include plant maintenance and housekeeping. The proposed Diagnostic Treatment Building is intended to house:

- Ambulatory Care
  - Grouping of services within the ACC will include:
    - Medical day procedures
    - Minor surgical procedures



- Scope procedures
- Outpatient clinics
- Support services
- Emergency Department Services
- Day Surgery
- Operating Room (OR)
  - The OR will accommodate general surgery, gynecology, obstetrics, dental, urology, orthopedic and ophthalmology services.
- ICU / CCU
- Sterile Processing and Distribution
- Maternity/Paediatrics
- Procurement/supply/installation of certain equipment

### 3. PRELIMINARY PROGRAMMING

The following information describes the order of magnitude size of the development estimated to meet the scope outlined in Section 2.2.

**Table 3.0 – Estimated Size of Development**

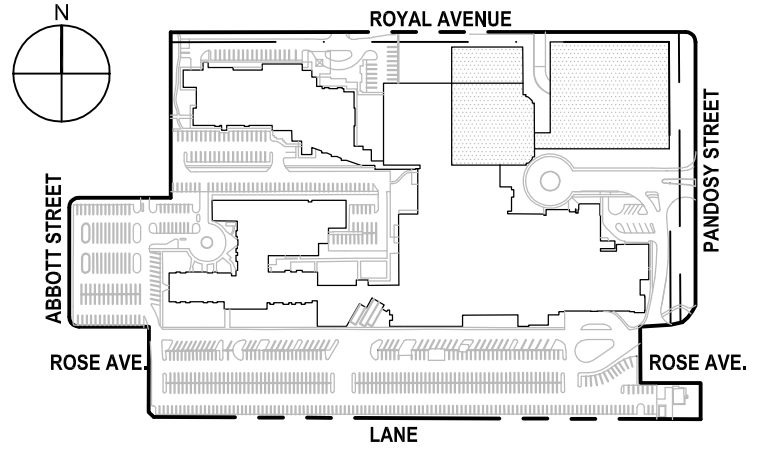
<b>Assumption Based on Scope</b>	<b>KGH-ACC</b>	<b>KGH-ED</b>	<b>VJH-DTB</b>
<b>New Build</b>	17,365 m <sup>2</sup>		12,566 m <sup>2</sup>
<b>Renovate Existing</b>		3,100 m <sup>2</sup>	
<b>Estimated Total Development</b>	17,365 m <sup>2</sup>	3,100 m <sup>2</sup>	12,566 m <sup>2</sup>

**PROJECT INFORMATION**

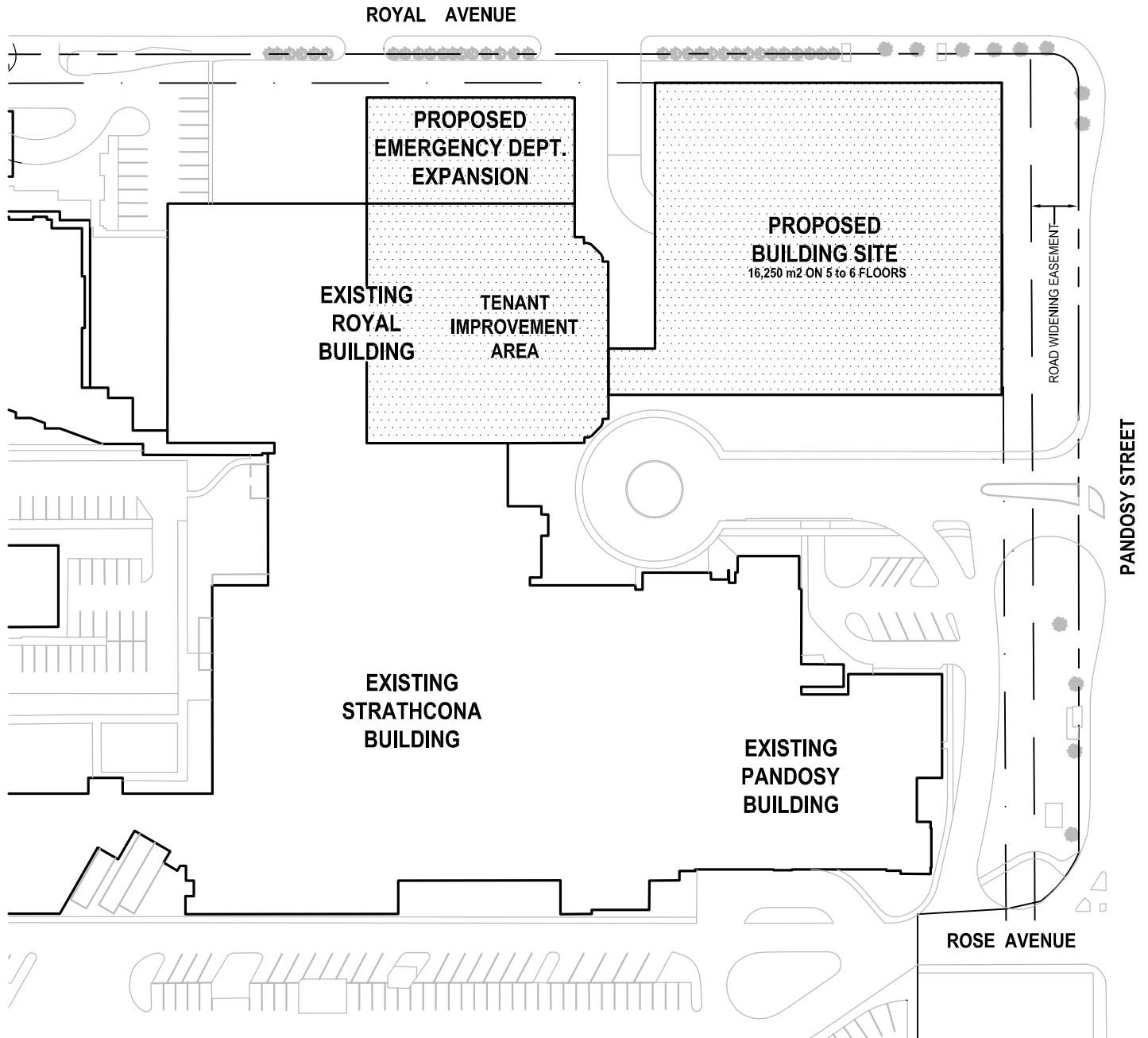
ZONING:	P1
FLOOR AREA RATIO:	2.0
MAX. SITE COVERAGE:	50%
MAX. HEIGHT:	22.0m or 6 STOREYS
MIN. FRONT AND SITE SETBACKS:	6.0m
PANDOSY ST. ROAD WIDENING EASEMENT	10m±
PARKING STALLS REQUIRED	200

**SITE PREPARATION CONDITIONS:**

- SOME DEMOLITION REQUIRED FOR TENANT IMPROVEMENTS
- EXCAVATION IS NOT TO EXCEED WATER TABLE (1.5m BELOW EXISTING GRADE)
- SOIL DENSIFICATION REQUIRED BENEATH NEW BUILDING
- RECONFIGURATION OF SITE ACCESS REQUIRED FOR PARKING AND AMBULANCE



**Site Context Plan**

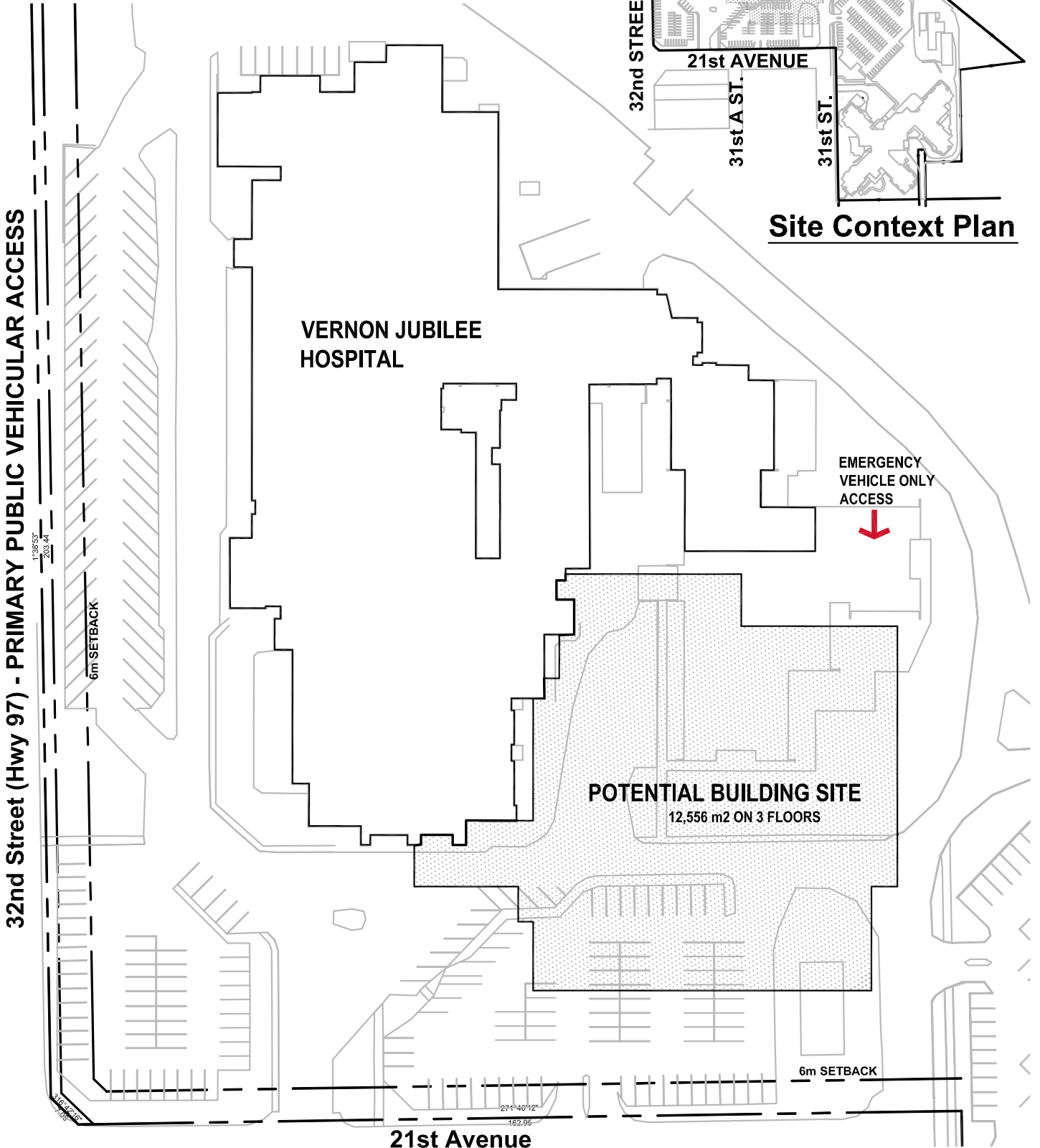
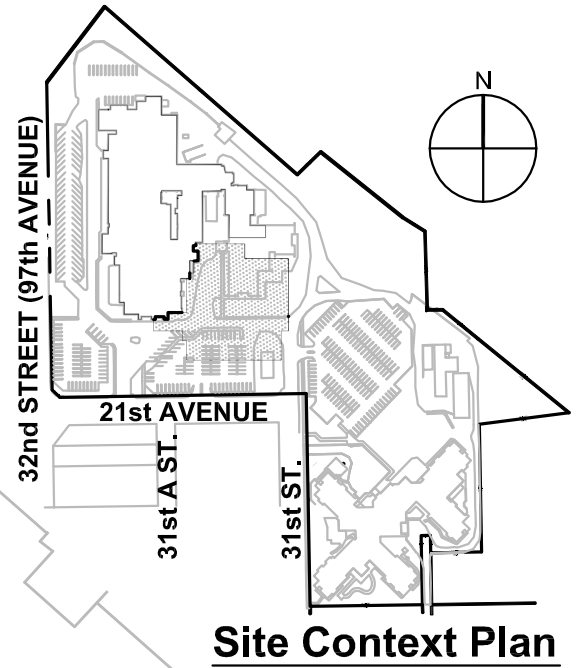


**PROJECT INFORMATION**

ZONING: P2  
FLOOR AREA RATIO: 3.0  
MAX. SITE COVERAGE: 80%  
MAX. HEIGHT: 22.0m or 6 STOREYS  
MIN. FRONT & SIDE SETBACKS: 6.0m

**SITE PREPARATION CONDITIONS**

- SOME DEMOLITION REQUIRED
- EXCAVATION REQUIRED
- RECONFIGURATION OF SITE PARKING AND ROADWAYS INCLUDING AMBULANCE VEHICULAR ACCESS REQUIRED



**Vernon Jubilee Hospital  
Diagnostic and Treatment Building**

**APPENDIX A**

**RESPONSE GUIDELINES AND EVALUATION CRITERIA**

**Table of Contents**

**1.0 OVERVIEW OF RESPONSE.....2**

**2.0 NUMBER OF COPIES AND PACKAGING REQUIREMENTS .....2**

**3.0 EVALUATION CRITERIA .....4**

**Attached Sample Forms**

- Table B-1: Sample Form – Project Experience
- Table B-2: Sample Form – Project Finance Experience

## 1.0 OVERVIEW OF RESPONSE

Responses should:

- (a) include all of the information requested in this Appendix;
- (b) follow the format set out in Section 2.0;
- (c) include sufficient information to enable appropriate evaluation of the Response, with reference to the Evaluation Criteria, while avoiding extraneous information; and
- (d) be submitted as four Packages of information:

Package 1: Response Declaration

Package 2: Project Team and Financial Information

Package 3: Design and Construction Information

Package 4: Operations and Maintenance Information

An outline for the Response is provided in Section 2.0; detail on the contents required for each section is provided in Section 3.0 of this Appendix.

## 2.0 NUMBER OF COPIES AND PACKAGING REQUIREMENTS

Provide all of the information requested in the table below (all four packages) in a sealed container(s), clearly marked with,

- “Kelowna and Vernon Hospitals Project, Response to Request for Qualifications No 2006-07 040”;
- the Respondents return address; and
- indicate container “No” of “Total”

and addressed to the Submission Location provided in the RFQ.

Package	Contents	Number of Copies
<p><b>Package 1: Response Declarations</b></p> <p>Provide in a sealed container clearly marked “<b>Package 1: Response Declarations</b>”:</p>	<ul style="list-style-type: none"> <li>• One fully executed/signed copy of the Response Declaration Form (see Appendix D of the RFQ) from the Respondent</li> <li>• One fully executed/signed copy of the Relationship Disclosure Form (see Appendix C of the RFQ) for each Respondent Team</li> <li>• Two compact discs (CD) containing electronic copies of the complete response in an Adobe (pdf) file format and labeled with the Respondent team name</li> </ul>	<p>One</p> <p>One</p> <p>Two</p>
<p><b>Package 2: Project Team and Financial Information</b></p> <p>Provide in a sealed container clearly marked “Package 2: Project Team and Financial Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>
<p><b>Package 3: Design and Construction Information</b></p> <p>Provide in a sealed container clearly marked “Package 3: Design and Construction Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>
<p><b>Package 4: Operations and Maintenance Information</b></p> <p>Provide in a sealed container clearly marked “Package 4: Operations and Maintenance Information”:</p>	<ul style="list-style-type: none"> <li>• Unbound copy marked “Master”</li> <li>• Bound copies each marked “Copy – Number X of [Y]”</li> </ul>	<p>One</p> <p>Eight</p>

**3.0 EVALUATION CRITERIA**

**3.1 Evaluation Matrix**

The Responses will be evaluated in accordance with this evaluation matrix.

**TABLE B1.1** Evaluation Matrix

<b>Evaluation Criteria</b>	<b>Points</b>
<b>Project Team and Financial Evaluation</b>	
The strength and demonstrated ability to undertake the complete Project (See s.2 of the Response Format)	<b>30</b>
<b>Design and Construction Evaluation</b>	<b>30</b>
The strength and demonstrated ability to undertake the design and construction (See s.3 of the Response Format)	
<b>Operations Evaluation</b>	<b>30</b>
The strength and demonstrated ability to undertake the Facilities Management of the completed Facility (See s.4 of the Response Format)	
<b>Overall Strength of Team/Proposal / Value Added</b>	
The strength and demonstrated ability to work as an integrated team as demonstrated throughout the proposal and in interviews (See s.4 of the Response Format)	<b>10</b>
<b>Total</b>	<b>100</b>

A Response may in the discretion of the Authority be rejected if:

- (a) background investigations reveal any criminal affiliations or activities by the Respondent and such affiliations or activities would, in the sole opinion of the Authority, interfere with the integrity of the Competitive Selection Process; or
- (b) it does not comply with the requirements of this RFQ unless it can be remedied or clarified; or
- (c) it includes a false or misleading statement, claim or information.

### 3.2 Response Format and Evaluation Criteria

For your Response, please use the section numbers and titles provided in the table below.

Section	Title	Description
<b>PACKAGE 1: Response Declarations</b>		
1		Signed Response Declaration – see Appendix D of the RFQ Signed Relationship Disclosure Form – See Appendix C of the RFQ
<b>PACKAGE 2: Project Team and Financial Information (30 points)</b>		
2.1	Identification of the Key Individuals and Respondent Team	Provide the Company/Firm name for each of the following: 1. Respondent 2. Equity Investors in Respondent 3. Design & Construction Team(s) 4. Operation, Maintenance & Life Cycle Team(s) 5. Financial Advisor 6. Other(s) (please specify)  Provide a short description of the Respondent and each member of the Respondent Team (for publication purposes).
2.2	Contact Information	Provide the name and contact details for the Authorized Representative of the Respondent. <b>Please note:</b> The Authorized Representative of the Respondent will be the <u>only</u> contact person to receive communication from the Authority regarding the RFQ. <u>Authorized Representative and Contact Person:</u> 1. Name 2. Employer 3. Mailing/Courier Address 4. Telephone No. 5. Facsimile No. 6. E-mail address





Section	Title	Description
		7. Website address
2.3	Project Management Structure	<p>Provide a project organization chart, at the corporate level, showing the reporting relationships between the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project.</p> <p>Provide separate charts for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> <li>1. RFP Stage: from short-listing under RFQ to selection as Preferred Proponent under the RFP;</li> <li>2. Project Agreement Stage: from selection of Preferred Proponent to Financial Close;</li> <li>3. Design and Construction Stage: from preliminary design through to commencement of operating payments;</li> <li>4. Operations Stage: from commencement of operating payments through to end of the Term.</li> </ol>
2.4	Project Director	<p>Provide the name, professional designation and summary of education/qualifications and relevant experience for the Project Director.</p> <p>Provide resume including at a minimum, the following information</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Role and responsibility for the project</li> <li>3. Education qualifications</li> <li>4. Relevant experience</li> <li>5. References</li> </ol>
2.5	Lead Respondent Experience	<p>Provide a completed <i>Table B-1 Sample Form – Project Experience</i> with up to a maximum of 10 projects you consider most relevant to this project. Respondents should include:</p> <ol style="list-style-type: none"> <li>1. Canadian and global healthcare projects including both P3 and traditional structures</li> <li>2. Other public infrastructure arrangements both Canadian and non-Canadian</li> <li>3. Other long term partnership arrangements</li> </ol>



Section	Title	Description
2.6	Experience as a team	Provide examples of where your team members have worked together.
2.7	Financial Capacity	<p>Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the Project.</p> <p>Supply the required information (see below) for each of the following:</p> <ul style="list-style-type: none"> <li>• Respondent</li> <li>• Equity Providers</li> <li>• Any Prime Member that is anticipated to undertake:               <ul style="list-style-type: none"> <li>- 10% or more of the construction activity; or</li> <li>- 25% or more of the operation, maintenance, and lifecycle activity.</li> </ul> </li> </ul> <p>Information required:</p> <ul style="list-style-type: none"> <li>• Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years.</li> <li>• If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided.</li> <li>• Details of any material off-balance sheet financing arrangements currently in place.</li> <li>• Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided.</li> <li>• Details of any credit rating.</li> <li>• Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ul>
2.8	Experience Raising or Providing Finance	Complete <i>Table B-2 Sample Form – Finance Experience</i> (attached at end of this Appendix), to indicate the experience that any member of the Respondent Team has in raising and/or providing finance for DBFO, P3, project finance, healthcare, and other major infrastructure projects.



Section	Title	Description
2.9	Litigation/Arbitral Proceedings	<p>Provide a brief summary of all material non-employment related litigation, or legal, arbitral or other proceedings (whether pending, threatened or determined) involving each entity listed in Section 2.1, over the last 5 years where the amount which is claimed or in dispute exceeds CDN\$ 10 million, or where the entities ability to participate in this Project may at any time be adversely affected by such litigation or other legal or arbitral proceeding.</p> <p>Identify all previous disputes with any governmental or other public entity where the disputes escalated to the point where litigation, arbitral or other proceedings were threatened by or against the Respondent (or its shareholders/members) in writing, and the amount claimed or in dispute exceeded CDN\$1,000,000. Summarize the outcome of each such dispute and identify which disputes actually resulted in the commencement of litigation, arbitral or other proceedings.</p> <p>Confirm that the entities listed in 2.1 are not aware of any active investigations in any jurisdictions which are related to an alleged failure by the Respondent to comply with securities or other financial legislation, or to comply with legislation governing investments or accounting practices.</p>
2.10	Approach to partnership	<p>Include a written response that demonstrates:</p> <ul style="list-style-type: none"> <li>• the Respondents approach to public private partnership (with particular emphasis on healthcare experience) arrangements</li> <li>• what challenges they had have and/or may anticipate and how they did/would overcome them.</li> </ul> <p>Proponents should also outline how they intend to partner effectively with the Authority and its Project team.</p>
2.11	Availability	<p>Describe availability of the Project Director and other key individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed on a similar timeline.</p>
<b>PACKAGE 3: Design and Construction Information (30 points)</b>		
3.1	Key Individuals	<p>Provide the name, professional designation, and summary of education/qualifications and relevant experience for the following:</p> <ul style="list-style-type: none"> <li>• Architect</li> <li>• Mechanical, Electrical and Structural Engineer</li> </ul>



Section	Title	Description
		<ul style="list-style-type: none"> <li>• Construction Lead</li> </ul> Provide a completed Table B-1 with up to a maximum of 10 projects you consider most relevant to this Project. Respondents should provide separate tables for design and construction. <u>Design:</u> Describe team experience with building integration, design function, phasing of projects, structural/ground compaction solutions, meeting Canadian hospital standards, meeting performance schedules, projects of similar size and complexity. <u>Construction:</u> Describe experience with multi-phase projects and additions to existing facilities. Describe experience with projects valued above \$50 million. Describe experience with healthcare projects. Describe experience constructing a parkade. Describe experience constructing a helipad.
3.2	Design and Construction integration	Describe previous experience developing designs in consultation with a healthcare user/client and in integrating design with construction and facilities management over a long term relationship including such issues as: <ul style="list-style-type: none"> <li>• integration of process improvement concepts in to facility design; and</li> <li>• impact of facility architecture on clinical and non-clinical operations</li> </ul> <u>Design:</u> Describe experience relating to projects which incorporate parkade within buildings; rooftop helipad; education space; incorporation high tech medical equipment. <u>Construction:</u> Describe experience with projects requiring a parkade within buildings and a rooftop helipad.
3.3	Innovation	Describe your approach to innovations in design and construction including but not limited to healthy buildings, LEEDS Green Guide for Health Care and elder-friendly hospitals. Provide examples of projects which have required the implementation of innovations.
<b>PACKAGE 4: Operations and Maintenance Information (30 points)</b>		
4.1	Key Individuals	Provide the name, professional designation, and summary of education/qualifications and relevant experience (specify number of years) for the Operations and Maintenance team. Provide a completed Table B-1 with up to a maximum of 10 projects you consider most relevant to the Project. Respondents should provide separate tables for design and construction. Describe the proposed organizational model including experience of anticipated lead team members in each



Section	Title	Description
		<p>role and the role responsibility at a management level.</p> <p>Describe experience with dual site projects with particular emphasis on dual site healthcare projects.</p>
4.2	Integration	<p>Describe previous experience participating in the development of designs in consultation with a healthcare user/client and in integrating FM considerations into design and construction considerations over a long-term relationship.</p> <p>Provide one to two case study examples of integrating design and FM considerations. Include lessons-learned in each example.</p>
4.3	Experience with transitioning services and staff	<p>Provide details on your experience in contract management and change, with particular focus on the transitioning of services to a new provider and the support of staff and users through that period and sustaining services.</p> <ul style="list-style-type: none"> <li>• Describe experience with multiple transitions of services and reference gross dollar values.</li> <li>• Describe transition experience when working simultaneously with more than one partner (multiple contractors).</li> <li>• Provide evidence of written transition plans.</li> <li>• Highlight experience in the Canadian market .</li> <li>• Highlight experience in unionized environment.</li> <li>• Describe experience developing a support structure for impacted staff..</li> </ul>

**TABLE B-1  
 SAMPLE FORM – Project Experience**

<b>RESPONDENT TEAM</b>	
<b>TEAM MEMBER</b>	
<b>ROLE OF THE TEAM MEMBER</b>	

										<b>Parties To The Project</b>						
Project Name	Project Description/Sec tor	Location (Prov/Country)	Current Status Of This Project	Approx. Capital Value Cdn \$MM	Approx. Services ValuE CDN \$MM	Structure Size (Gross M <sup>2</sup> )	Respondents Role	Stage Respondent Reached In This Procurement Process (RFQ, RFP, PP, FC, OCC)	Public Sector Reference (Authority Name, Contact Name, Phone Number)	Sponsor	Funder	Constructor	Fm Operator	Design	Legal Advice	Financial Advice

**Notes on completion of table**

Project description	Healthcare/Accommodation/Other (Please Specify)
Respondent's role	Specify extent of involvement of major parties to the project
Project status	Bid phase/Construction phase/Operations phase
Stage respondent reached	RFQ shortlist, RFP short-list, PP preferred proponent, FC financial close, OCC occupancy
Reference	Provide name and contact details of someone who can attest to your role in this project
Parties to the project	List names and key contact person for each category listed

**TABLE B-2 SAMPLE FORM – PROJECT FINANCE**

<b>RESPONDENT TEAM</b>	
<b>TEAM MEMBER</b>	
<b>ROLE OF THE TEAM MEMBER</b>	

Project Name, Location and Description	Overall Project Capital Cost (C\$m)	Role of the Team Member in the Project	Type and Amount of Finance Raised or Provided by the Team Member	Current Status of the Project	Dates Involved	Public Sector Reference (Authority Name, Contact Name, Phone Number)

**APPENDIX B**

**EXPRESSION OF INTENT TO RESPOND FORM**

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

**Request for Qualifications 2006-07 040  
Kelowna and Vernon Hospitals Project**

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

**Melanie Reinhardt, Contact Person**  
**Interior Health Authority / 1860 Dayton Street, Kelowna, BC V1Y 7W6**  
**E-Mail: [Kel-VernHospitalsProject@interiorhealth.ca](mailto:Kel-VernHospitalsProject@interiorhealth.ca)**

RESPONDENT CONTACT INFORMATION			
Respondent Name			
Street Address			
City		Prov	
Country		Postal/Zip Code	
Mailing Address (if different)			
Fax NO.		Telephone No.	
Respondent Contact Person			
Name		Title	
E-mail			

**ACKNOWLEDGMENT OF TERMS OF RFQ**

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



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

<b>Respondent Representative:</b>	
<b>Authorized Signature</b>	<b>Name of the Authorized Signatory</b>
<b>Title</b>	<b>Date</b>

APPENDIX C

RELATIONSHIP DISCLOSURE FORM

*This must be completed by each Respondent Team (including firms and individuals where they are not employed by those firms).*

**Respondent  
Team Name**

The Respondent declares that:

1. The Respondent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Respondent has with:
  - a. any Restricted Party or their current or former employees, shareholders, directors or officers; or
  - b. employees (both current or former) of the Authority or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project,
 that could constitute a conflict of interest or unfair advantage.

**Name of Restricted Party  
/ Person**

**Details of the Nature of the Respondent's relationship with the  
listed Restricted Party/Person**

*(e.g. Respondent was an advisor to the Restricted Party from 1999-2000)*

**Respondent Representative:**

**Authorized Signature**

**Name of the Authorized Signatory**

**Title**

**Date**

## APPENDIX D

### RESPONSE DECLARATION FORM

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

*[RFQ Respondent's Letterhead]*

**DATE:**

**To: Melanie Reinhardt, Contact Person  
Interior Health Authority  
1860 Dayton Street, Kelowna, BC V1Y 7W6**

The Respondent hereby agrees and acknowledges that:

#### 1. Response

- a. this Response Declaration Form has been duly authorized and validly executed;
- b. the Respondent is bound by all statements and representations in its Response;
- c. its Response strictly conforms with the RFQ and that any failure to strictly conform with the RFQ may, in the sole and absolute discretion of the Authority, be cause for Disqualification;
- d. its Response is in all respects a fair Response made without collusion or fraud;
- e. the Authority reserves the right to verify information in its Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members and by submitting a Response, the Respondent agrees that they consent to the conduct of all or any of those investigations by the Authority

## 2. Acknowledgements with Respect to the RFQ

- a. the Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- c. the Respondent representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- d. the Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined below;
- e. the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response;

## 3. Evaluation of Responses

- a. the RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Authority is therefore limited to evaluating the Responses in accordance with the Evaluation Criteria set out in the RFQ provided that, in its sole and absolute discretion, the Authority decides to proceed with evaluation of the Responses;
- b. the Authority will solely determine the Responses that meet the requirements in accordance with the Evaluation Criteria and the Respondents who will be short-listed pursuant to the RFQ;

## 4. Limitation of Damages

- a. if any or all Responses are rejected or Disqualified, or the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or both), neither the Authority nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter;
- b. the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is rejected or Disqualified or is not

successful in being short listed in the Competitive Selection Process or for any other reason; and

- c. with respect to circumstances not listed in the foregoing subsection a. and b. above, the Respondent will not make any Claim against the Authority or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to the RFQ, the Project or the Competitive Selection Process.

#### **5. No Collusion**

- a. Respondents, Respondent Team Members and Key Individuals must not discuss or communicate, directly or indirectly, with any other Respondent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals. Proposals must be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member), knowledge, comparison of information or arrangement, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent).

#### **6. Consent of Respondent Team**

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

- b. the list attached is an accurate representation of all Key Individuals and Prime Members on the Project Team.

RESPONDENT	RESPONDENT'S REPRESENTATIVE
Name of Firm	Name
Address	E-mail Address
Name of Authorized Signatory	Telephone
Signature	Fax Number

**APPENDIX E**  
**PROJECT BRIEF**

**Table of Contents**

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## 1. INTRODUCTION

In British Columbia health services are provided through six Health Authorities. The Interior Health Authority (“**Authority**”) operates acute care, extended care and intermediate care facilities, and provides healthcare through major programs such as Community Care, Public Health and Mental Health and Addictions to 17 percent of the BC Population. Its population is the second fastest growing in the Province, projecting growth of over 20 percent in the next 20 years. The Authority provides a range of tertiary and secondary medical care and ambulatory and paramedical services at its acute care sites.

**Please refer to Interior Health website [www.interiorhealth.ca](http://www.interiorhealth.ca) for additional details.**

## 2. THE PROJECT

### 2.1 Background

The Authority’s vision of setting new standards of excellence in the delivery of health services in BC requires an assertive plan for the future anticipating demand and delivering infrastructure and services to support growth and change. The Project forms a cornerstone for the expansion of services at our main acute site, Kelowna General Hospital and provides the first step in renewal and expansion of a key acute site in Vernon. These critical patient-focused initiatives are among the highest priorities of the Authority. The Project represents a major investment within the Authority’s services network and fits into a larger strategy of renewal and expansion. If any other capital redevelopment or expansion is approved, the Authority may consider expanding the scope of the Project under the RFP or Project Agreement and providing the opportunity to the successful Proponent. The Project is essential to meet both short and long-term demand projections but also to set the stage for appropriate health care service delivery throughout the region and across the wide spectrum of services required by the residents of the North and Central Okanagan areas. It is imperative that the Project proceed at the very earliest opportunity.

#### **Key objectives for the Project are to:**

1. Improve the coordination of care for patients, including multi-disciplinary team involvement and effective use of staff by consolidating and integrating outpatient and day care services on the Kelowna General Hospital and Vernon Jubilee Hospital sites.
2. Improve service efficiency and patient flow through revitalization, expansion and where necessary modernization of the emergency departments in Kelowna General Hospital and Vernon Jubilee Hospital.
3. Improve services for surgical patients through the development of a dedicated surgical suite for day care patients in the Ambulatory Care Centre at Kelowna General Hospital.
4. Improve services for Intensive Care Unit (ICU) patients through development of a larger, modern ICU at Vernon Jubilee Hospital.
5. improve efficiency and patient access to theatres by relocating and upgrading maternity and paediatric services at Vernon Jubilee Hospital.



## 2.2 Outline Project Scope

### **Kelowna General Hospital Ambulatory Care Centre (KGH - ACC)**

The ACC will provide centralized facilities for a wide range of medical, surgical and allied outpatient services and will allow for the expansion of emergency services at KGH. The Project calls for the construction of a new ambulatory care facility in proximity to the existing KGH site, and includes appropriate linkages to the existing hospital, associated parking facilities, possible rooftop helipad, as well as shelled-in space for future expansion of the University of British Columbia (UBC) medical program. In addition to the Design, Build and Finance of a new Ambulatory Care Centre, the successful Proponent will provide non-clinical support services which will include plant maintenance and housekeeping. The current proposed site context is provided in this Appendix E.

The KGH – ACC is expected to include the following functions:

- Ambulatory Care
- General Clinics Area
- Surgical Services
  - Activities associated with surgical services include the following:
    - Day Care Surgery
    - Surgical Suite
    - Central Supply Department
- Interventional/Short Stay Area
- Express Testing Areas (Diagnostic Services)
  - This area will accommodate a collection of diagnostic services used predominately by outpatients and will have its own reception and waiting space. It includes:
    - Diagnostic Cardiology
    - Respiratory Diagnostics and Clinics
    - Neurodiagnostics
    - Satellite Lab Collection Station
    - Satellite Diagnostic Imaging
- Specialized Centre (Renal Services)
- Central Reception/Administration/Main Entry Area
- Retail Area
- Possible Helipad

- ACC Parking
- Academic and Research - UBC Medical Program
  - Administration Area – offices, conference room, workroom, etc
  - Teaching and Learning Area – Team meeting rooms, video conference rooms
  - Lounge/Locker/On-Call Area
  - Library – Support, Collection and Patron stations
  - Academic Appointments Area – Office, workroom and seminar room
  - Renovation of existing space in KGH to provide in-patient area conference rooms
- Procurement/supply/installation of certain equipment

All of the above constitute newly created capacity with the exception of the renovation of existing space in KGH for conference facilities.

### **Kelowna General Hospital – Emergency Department (KGH-ED)**

The primary objectives of the KGH-ED Expansion Project are to improve service efficiency and patient flow through revitalization, expansion and where necessary modernization of the Emergency Department in Kelowna General Hospital. The current proposed site context is provided in this Appendix.

The KGH Emergency Department expansion is intended to provide:

- Expansion and full redesign of Emergency Services, including:
  - Reception/Triage Area
  - Communications Centre
  - Zone 1 – Trauma/Resuscitation/Emergent Area
  - Zone 2 – Urgent Treatment Area
  - Zone 3 – Minor Treatment Area
  - Zone 4 – Crisis Intervention Area
  - Zone 5 – Clinical Decision Unit; Staff Facilities
  - Administration Area
- Expansion into and renovation of space vacated by ambulatory care services;
- Relocation and expansion of ambulance garage and Emergency Medical Services;
- Renovation of existing Emergency Department area;
- Procurement/supply/installation of equipment; and
- Re-establish linkage and circulation with main hospital including parking, lobby, ambulatory care, diagnostics services and in-patient units.

### **Vernon Jubilee Hospital – Diagnostic and Treatment Building (VJH-DTB)**

The current site context is provided in this Appendix. In addition to the Design, Build and Finance of a new Diagnostic and Treatment Building, the successful Proponent will provide non-clinical support services which will include plant maintenance and housekeeping. The proposed Diagnostic Treatment Building is intended to house:

- Ambulatory Care
  - Grouping of services within the ACC will include:
    - Medical day procedures
    - Minor surgical procedures

- Scope procedures
- Outpatient clinics
- Support services
- Emergency Department Services
- Day Surgery
- Operating Room (OR)
  - The OR will accommodate general surgery, gynecology, obstetrics, dental, urology, orthopedic and ophthalmology services.
- ICU / CCU
- Sterile Processing and Distribution
- Maternity/Paediatrics
- Procurement/supply/installation of certain equipment

### 3. PRELIMINARY PROGRAMMING

The following information describes the order of magnitude size of the development estimated to meet the scope outlined in Section 2.2.

**Table 3.0 – Estimated Size of Development**

<b>Assumption Based on Scope</b>	<b>KGH-ACC</b>	<b>KGH-ED</b>	<b>VJH-DTB</b>
<b>New Build</b>	17,365 m <sup>2</sup>		12,566 m <sup>2</sup>
<b>Renovate Existing</b>		3,100 m <sup>2</sup>	
<b>Estimated Total Development</b>	17,365 m <sup>2</sup>	3,100 m <sup>2</sup>	12,566 m <sup>2</sup>

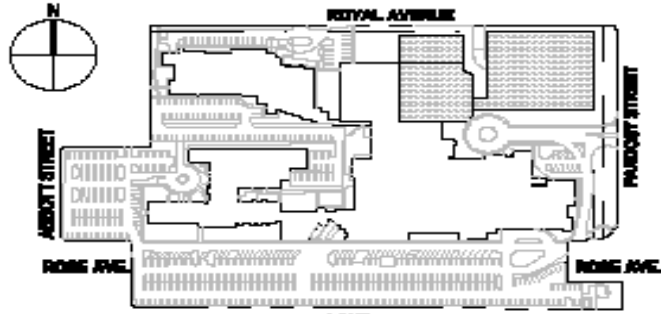
**Kelowna General Hospital – Site Plan**

**PROJECT INFORMATION**

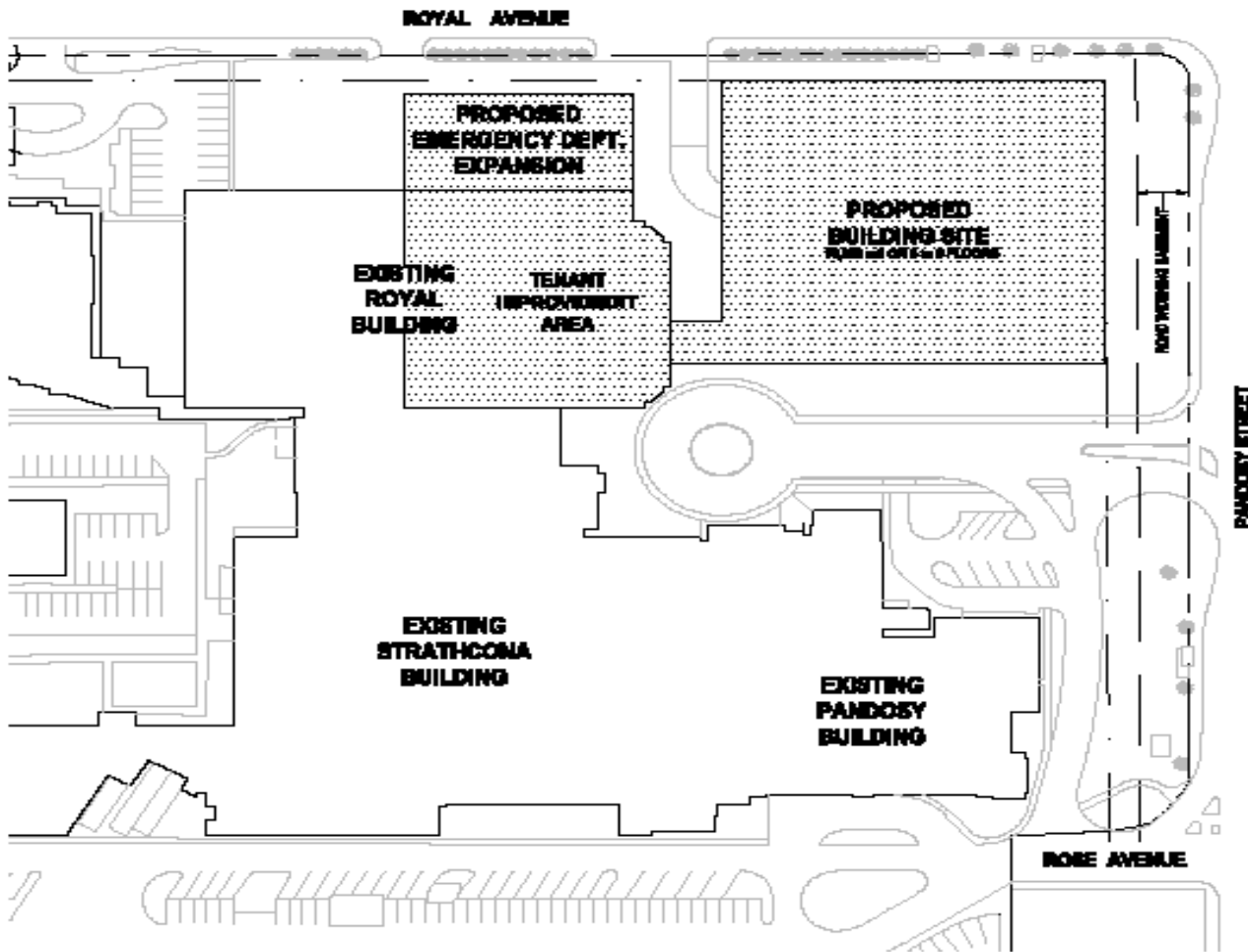
<b>ZONING:</b>	P1
<b>FLOOR AREA RATIO:</b>	2.8
<b>MAX. SITE COVERAGE:</b>	85%
<b>MAX. HEIGHT:</b>	22.8m or 6 STOREYS
<b>MIN. FRONT AND SIDE SETBACKS:</b>	3.0m
<b>PANDOSY ST. ROAD WIDENING EASEMENT</b>	10m ±
<b>PARKING SPACES REQUIRED:</b>	200

**SITE PREPARATION CONDITIONS**

- SOME DEMOLITION REQUIRED FOR TENANT IMPROVEMENTS
- EXCAVATION IS NOT TO EXCEED WATER TABLE (1.5m BELOW EXISTING GRADE)
- SOIL DEMONSTRATION REQUIRED BENEATH NEW BUILDING
- RECONFIGURATION OF SITE ACCESS REQUIRED FOR PARKING AND AMBULANCE



**Site Contact Plan**



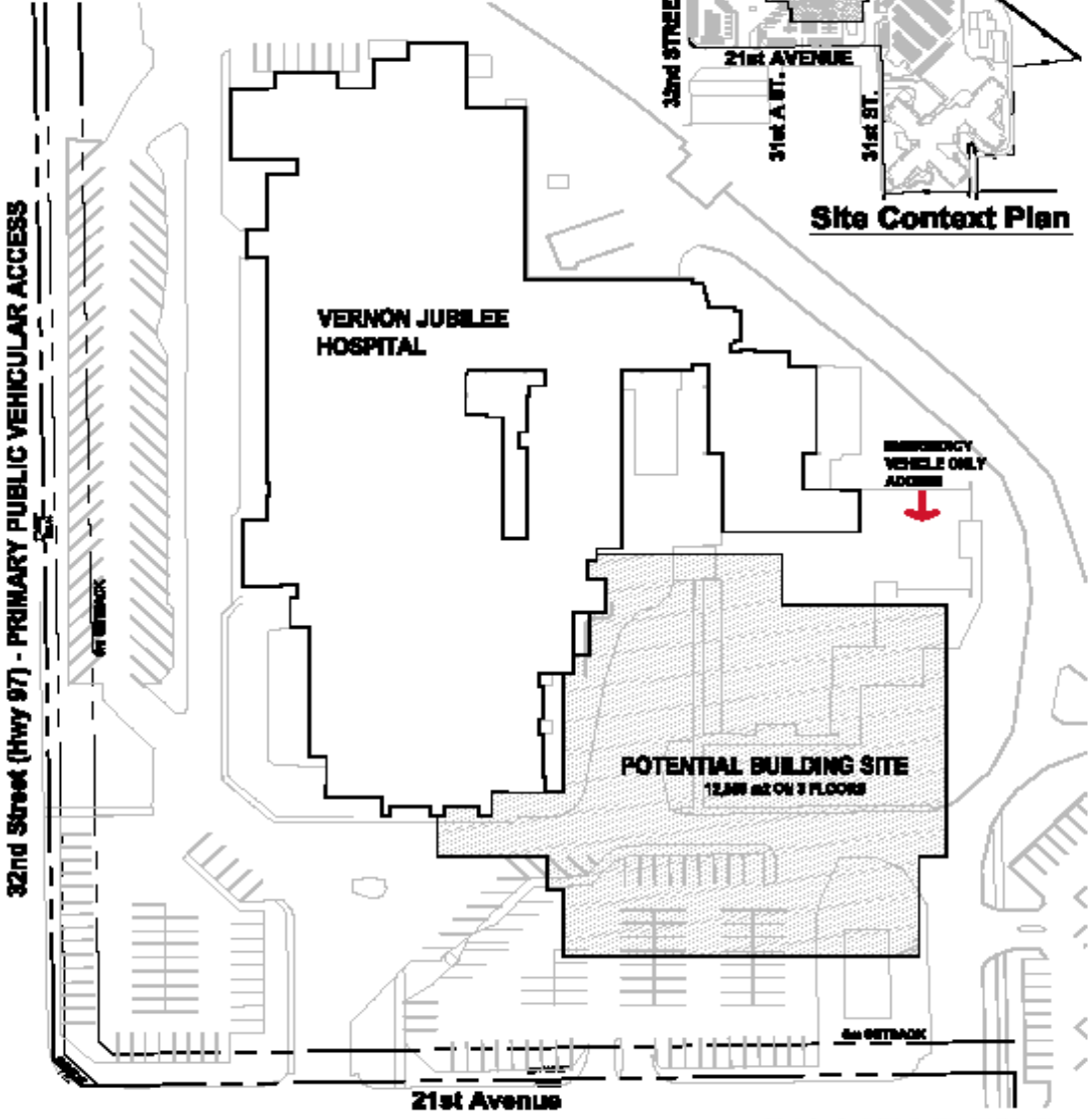
**Kelowna General Hospital  
 Ambulatory Care Centre**

**CANNONDESIGN**

Vernon Jubilee Hospital – Site Plan

SCALE: 1/8" = 1'-0"  
 SHEET NO.: 101  
 DATE: 05/01/07  
 DRAWN BY: J. BROWN  
 CHECKED BY: M. BROWN

- NOTES:**
- SEE EXISTING PLAN
  - SEE EXISTING PLAN
  - SEE EXISTING PLAN
  - SEE EXISTING PLAN



**Vernon Jubilee Hospital  
 Diagnostic and Treatment Building**

**CANNON DESIGN**  
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