



Request for Qualifications
Royal Columbian Hospital Redevelopment
Project – Phase One
RFQ #7126
(CONFORMED)

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – Royal Columbian Hospital Redevelopment Project – Phase One Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Catherine Silman Email: catherine.silman@partnershipsbc.ca Please direct all Enquiries, by email, to the above named Contact Person. <u>No telephone Enquiries please.</u>
ENQUIRIES	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: 11:00 am Pacific Time on October 13, 2015
SUBMISSION LOCATION	Responses are to be submitted to: Suite 900 – 1285 West Pender Street, Vancouver BC V6E 4B1 Attention: Catherine Silman

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

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

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

Under the Competitive Selection Process, the Authority is seeking to enter into a contract (the “**Design-Build Agreement**”) with a qualified entity (the “**Design-Builder**”) to design and build a new mental health building, Energy Centre including fit-out, and underground parking structure at the Royal Columbian Hospital campus in New Westminster, BC.

Additionally, the Authority is seeking to enter into a Construction Management Agreement (“**CM Agreement**”) with a qualified entity (“**Construction Manager**”) to provide construction management services in support of required infrastructure upgrades throughout the campus, campus communications hub and distribution system, a fiber ring pathway around the site, and building systems upgrades. Proponents will be asked to include a construction management proposal with their submission.

Collectively, this work represents the project (“the **Project**”).

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

1.2 ADMINISTRATION OF THIS RFQ

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

1.3 ELIGIBILITY

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities. If the Respondent is not a legal entity, the Respondent shall act through the legal entity or entities comprising the Respondent.

1.4 PROJECT BRIEF

The Authority has issued a Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project, including the broader RCH Redevelopment Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of, the RFQ, the RFP, the Design-Build Agreement or CM Agreement, or to in any way define or describe any party's rights with respect to the Project.

2 THE PROJECT

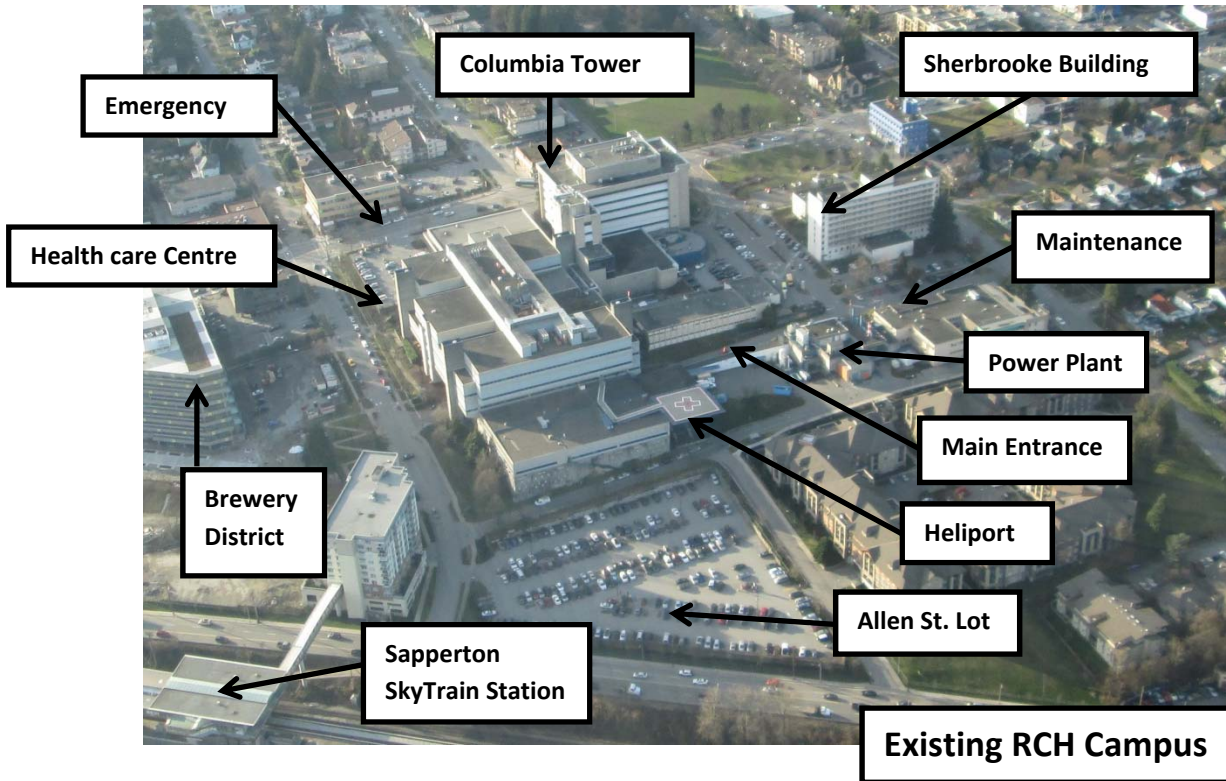
2.1 ROYAL COLUMBIAN HOSPITAL REDEVELOPMENT PROJECT – PHASE ONE

The Royal Columbian Hospital (“**RCH**”) is one of the largest hospitals in the province, supporting acute and tertiary needs of British Columbians, and also providing community hospital services for surrounding residents. Its central location, diverse clinical specialities, and unique role in the province’s acute care network make it a foundational site for delivering high quality hospital care to British Columbians. RCH is also an educational hub for numerous specialities including cardiac and neurosurgery, neonatal intensive care, mental health substance use, and trauma.

RCH is located on Columbia Street between Keary and Sherbrooke Streets in New Westminster. The site is centrally located with direct access from Highway #1. The Sapperton SkyTrain station is immediately adjacent to the site. The RCH campus is made up of seven buildings including the Healthcare Centre, Columbia Tower, Sherbrooke Building, Emergency Department, Main Entrance Building, Laundry and Maintenance Building, and Power Plant as shown in Figure 1 below.

RCH has a vital role in the provision of healthcare, however it is challenged by consistently running over-capacity, sub-optimal clinical space, and outdated buildings that have reached the end of their useful life. Redevelopment of RCH is required to meet current and future demand for services and to address critical infrastructure issues.

Figure 1: Existing RCH Campus



The broader RCH Redevelopment Project will be phased to allow for continuity of hospital services throughout construction, demolition, and renovation work. Due to the complexity involved, work has been broken into three separate phases. Phase One represents the initial phase of the RCH Redevelopment Project and is the first step in this multi-phase, multi-year project, and provides foundational elements for the site in preparation for subsequent phases. Scope details for this phase are provided below.

2.1.1 Design-Build

The design-build component of the Project is comprised of the following: a new acute Mental Health and Substance Use (“MHSU”) Building, an Energy Centre including fit-out of equipment required to service the MHSU Building and existing campus, and an underground parking structure, with associated tunnel and bridge connections to the existing campus.

This design-build component will require some sub-components to be completed earlier (up to 15 months earlier) than the MHSU Building and Energy Centre to allow for the orderly relocation of necessary critical site IT, communications and power plant services. This will be confirmed in the Project RFP.

The cost of the Project's design-build component is estimated to be in the range of \$140 - \$160 million. The main elements are described further below.

2.1.1.1 MHSU Building

The MHSU Building will be located on the Allen Street lot (see Figure 1). This facility will replace the existing 30-bed mental health program housed in the Sherbrooke Building and will accommodate an additional 45 psychiatry beds for a total of 75 beds. The current indicative design of the MHSU Building proposes a four-storey building of approximately 13,000 BGSM (not including the mechanical penthouse), with a patient bridge to the Healthcare Centre building. The MHSU Building has significant IT and security requirements.

The facility will include inpatient and outpatient clinical services, education and teaching spaces.

The inpatient psychiatry units provide short-term assessment, diagnosis and treatment for adults with a primary axis 1 mental health diagnosis who are in an acute phase of their illness, and who require a safe and therapeutic environment on a 24/7 basis.

The psychiatric high acuity beds unit is for adults with acute and severe psychiatric disorders, such as psychotic states and serious suicidal behaviour, which require a safe environment for therapeutic interventions. The need is to provide comprehensive assessments, rapid stabilization, and treatment interventions to a level of recovery where containment is no longer necessary and continuation of treatment can be safely delivered within a general inpatient or acute community care setting.

The psychogeriatric unit refers to a specialized service for people over 65 years and who are affected by dementia, a major affective disorder, or other severe mental illness. The acute psychogeriatric unit is part of the continuum of care, and is proposed for behaviourally stable patients with or without dementia that can be treated for axis 1 diagnosis such as depression, schizophrenia or bipolar anxiety.

The outpatient services support a spectrum of care to deliver appropriate health outcomes, prevent hospitalization, facilitate discharge, and ensure specialized expertise and treatment is available to complement community-based services.

2.1.1.2 Energy Centre

The Energy Centre will be located on the Allen Street site adjacent to the MHSU Building. It will be designed to support the long-term needs of the campus and the MHSU Building, and provide additional space for future development, including the new acute care tower. It is anticipated that the Energy Centre may include the proposed campus communications hub to house the significant infrastructure required in support of the Energy Centre and campus buildings, and other Authority sites.

The Authority anticipates that it may require early access to the Energy Centre to facilitate completion of other site works; this will be identified in the Project RFP.

2.1.1.3 Underground Parking

The current master plan and indicative design assume that the required parking will be accommodated through a parkade structure to be built under the MHSU Building. It is anticipated that four levels of underground parking will provide 456 parking stalls to serve the entire campus. The Authority anticipates that early occupancy of the parkade may be required; this will be identified in the Project RFP.

Figure 2: Project Overview



The scope of work currently anticipated for the Project is discussed in greater detail in Section 2.5.

2.1.2 Construction Management

The Authority plans to enter into a CM Agreement, or similar form of agreement, with the Design-Builder, or another party, to provide construction management services under the Project for the scope of work described below:

- (a) fit-out of equipment in the Energy Centre to support the existing campus buildings (if not fully included in the Design-Build scope of work);
- (b) civil construction of a campus IT network perimeter pathway system that connects the communications hub to the buildings and third-party structures, and will be used for the installation of the fiber optic ring;

- (c) conversion of most of the campus from steam to hot water;
- (d) infrastructure replacement and/or upgrade to a campus-wide humidification system;
- (e) campus-wide electrical power distribution system (may require significant infrastructure replacement or upgrade);
- (f) replacement of all systems and connections currently provided from the existing power plant; and
- (g) fit-out of the campus communications hub (e.g., racks, power, cooling, and may include fiber and cable distribution).

Further details regarding the CM Agreement will be confirmed in the Project RFP. The Authority may, at its option, and as set out in the RFP, include elements of the above scope of work in the design-build component.

The capital cost of the construction to be delivered through construction management is estimated to be in the range of \$50 - \$60 million.

2.2 PROJECT OBJECTIVES AND CHALLENGES

The Authority's objectives for the Project are:

- A safe, healthy environment which decreases risk to patients and staff, and improves outcomes for patients;
- Increased operational efficiencies and capacity utilization;
- Increased energy efficiency;
- Advanced IMIT capabilities to support clinical best practices (i.e., telehealth, use of diagnostic and treatment tools); and
- Establish foundational infrastructure for future phases of the RCH Redevelopment Project.

Some of the key challenges for the Project include:

- Constrained site within an active hospital campus, with a sloping grade and limited laydown area;
- Co-ordination of the design-build and construction management works; and
- Cut-over of mechanical, electrical and IM/IT systems from the Energy Centre to the existing campus buildings.

2.3 PROJECT TEAM

2.3.1 Fraser Health Authority

Fraser Health is one of Canada’s largest and fastest growing health authorities with over 26,000 employees, 2,500 physicians, and nearly 6,500 volunteers. With an annual operating budget of \$3.3 billion (2014/15), Fraser Health operates 12 acute care hospitals, 7,760 residential care beds, and provides mental healthcare, public health, home, and community care.

Additional information about Fraser Health is available at: www.fraserhealth.ca.

2.3.2 Partnerships BC

Partnerships BC was established by the Province of British Columbia to structure and implement partnership delivery solutions for public infrastructure.

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

Additional information about Partnerships BC is available at www.partnershipsbc.ca.

2.4 WORK BY THE AUTHORITY

The following sections provide an overview of the work undertaken to-date, and work planned to be undertaken prior to contract award.

2.4.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia (the “Province”) and was announced on May 27, 2015. Further Authority and Province approvals are expected to be required prior to issuance of the RFP and contract award.

2.4.2 Site Zoning

The site is appropriately zoned for the initial phase of the RCH Redevelopment Project.

2.4.3 Site Works

The Authority will manage the following work associated with the Project:

- (a) relocation of the heliport; and
- (b) implementation of the interim parking solution during the delivery of the Project.

2.4.4 Indicative Design

The Authority's compliance team has developed an indicative design for the MHSU Building and Energy Centre. This indicative design serves several purposes, including testing the functional program to ensure that it fits within the available space, providing input to a quantity surveyor estimate to confirm affordability, and supporting the refinement of key departmental adjacencies and work flows. The indicative design is not intended to restrict Proponents in their design of the MHSU Building and Energy Centre.

Proponents at the RFP phase will be provided with, and may use, the indicative design as a reference for its design, but the Authority makes no representation as to the accuracy or completeness of any aspect of the indicative design.

2.5 GENERAL SCOPE OF DESIGN-BUILDER'S RESPONSIBILITY

2.5.1 Design-Build Agreement

The design-build component of the Project will be managed under one Design-Build Agreement. The Authority intends to attach an Initial Draft Design-Build Agreement to the RFP which will include:

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

The Authority will issue a Final Draft Design-Build Agreement which will be the basis upon which the Proposals will be prepared in response to the RFP.

2.5.2 General Scope of Responsibility

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

- (a) Design

The Design-Builder will be responsible for all aspects of the design for the MHSU Building, Energy Centre and parkade, including the integration of the various building components with each other. The final design will comply with the Statement of Requirements that will be included in the Design-Build Agreement, and all applicable laws, including the City of New Westminster ("**City**") zoning.

- (b) Construction

The Design-Builder will be completely responsible for:

- (1) obtaining all permits and approvals necessary for construction, excluding zoning approvals already in place;
- (2) provision of utilities and other site services required, including off-site works as required for connection to existing City infrastructure, including the power utility and potential new City district energy system;
- (3) construction of the MHSU Building, Energy Centre and parkade; and
- (4) substantial completion of the Project by Spring 2019. Note that the Authority plans to require phased substantial completion; the details will be included in the RFP.

(c) Interface with the Construction Management Agreement

The Design-Build Agreement and the CM Agreement will provide for an interface between the Design-Builder and the Construction Manager. The Design-Builder will be required to manage the interface and integration between the design-build and construction management components, including the responsibility to resolve any issues between the Design-Builder and the Construction Manager.

(d) Wood First

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

(e) Leadership in Energy and Environmental Design (“LEED[®]”) / Energy

The Design-Builder will be required to

- (1) design and build the Project to achieve LEED[®] Gold certification;
- (2) take all reasonable steps to obtain funding by application to the BC Hydro Power Smart New Construction Program, or other funding or incentives, on behalf of the Authority.

(f) Communication and Consultation

The Authority and Design-Builder will work together on all aspects of public communication and consultation as set out in the Design-Build Agreement.

(g) Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines

As contemplated by the Apprentices on Public Projects in British Columbia Policy and Procedures Guidelines (the “**Apprentices Policy**”), the Design-Builder (and any subcontractors as defined in the Apprentices Policy) will be required to demonstrate engagement in apprenticeship training, to

use apprentices on the work site, and to report accordingly to government. The Design-Build Agreement will contain terms to ensure compliance.

Further information about the Apprentices Policy is available at:

<http://www2.gov.bc.ca/gov/content/industry/construction-industry/apprentices>.

2.5.3 Additional Proponent Team Members and Key Individuals

Respondents should anticipate that in the RFP the Authority will, in its discretion, require within four weeks of the release of the RFP, as a condition of continued status as a Proponent, that Proponents nominate the following:

- (a) a lead structural, mechanical and electrical engineering firm, or firms;
- (b) a Key Individual for an equipment lead; and
- (c) a Key Individual for an information management/information technology lead.

All such firms and Key Individuals will be subject to the approval of the Authority, acting reasonably.

In regards to all Key Individuals, Respondents should also anticipate that the Authority will include certain deductions to the Design-Builder, Construction Manager, and/or payments to the Authority, in the Design-Build Agreement and CM Agreement to address the availability of Key Individuals. In certain instances where a Key Individual resigns or is otherwise unavailable to perform the duties, and no replacement satisfactory to the Authority has been retained within the specified timelines, certain deductions and payments may be required in recognition of the resulting costs and/or losses or damages incurred by the Authority.

2.6 COMMERCIAL TERMS

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

- (a) Payment: The Authority will make progress payments to the Design-Builder over the construction period as defined in the Design-Build Agreement.
- (b) Price: It is anticipated that the successful Proponent will not exceed the Design-Build Price Ceiling threshold to be set out in the RFP.
- (c) Risk Allocation: The Design-Build Agreement will allocate risks to the party best able to manage that risk. Risks allocated to the Design-Builder will include design, schedule and price.

- (d) Extended Warranty: The Authority anticipates requiring the Design-Builder to provide a two-year warranty for the Project.

2.7 CONSTRUCTION MANAGEMENT AGREEMENT

Within its RFP for the Project, the Authority will request that Proponents provide a proposal for construction management services to the Authority.

2.7.1 Construction Management Agreement

The Authority intends to attach an Initial Draft Construction Management Agreement to the RFP which will include:

- (a) the scope of services to be provided by the Construction Manager; and
- (b) proposed commercial terms.

The Authority plans to issue a Final Draft Construction Management Agreement which will be the basis upon which the construction management services aspect of Proposals should be prepared in response to the RFP.

2.7.2 Commercial Terms

The Authority anticipates that the Construction Manager will be paid a percentage fee for the construction management services.

It is anticipated that construction will be tendered to trade contractors, and that the Construction Manager will not perform any of the construction work unless agreed by the Authority, in its discretion.

2.7.3 RFP Process

The Authority may, at its option, enter into negotiations with the Preferred Proponent to exercise the Final Draft Construction Management Agreement in the Project RFP.

2.7.4 Interface with Design-Build Agreement

The CM Agreement and the Design-Build Agreement will provide for an interface between the Design-Builder and the Construction Manager. The Design-Builder will be required to manage the interface and integration between the design-build and construction management components.

3 COMPETITIVE SELECTION PROCESS

This section describes the process that the Authority expects to use in the selection of a Preferred Proponent and the execution of the Design-Build Agreement. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Contract Award.

The anticipated Competitive Selection Process may be covered by trade agreements between the Province and other jurisdictions, including the following domestic and international agreements:

- (a) Agreement on Internal Trade;
- (b) New West Partnership Trade Agreement;
- (c) Trade, Investment and Labour Mobility Agreement; and
- (d) World Trade Organization Agreement on Government Procurement.

3.1 RFQ STAGE

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

3.2 RFP STAGE

The Authority's objective at the RFP stage is to select the Preferred Proponent with whom it may enter into the Design-Build Agreement and potentially the CM Agreement. The RFP stage is expected to include:

3.2.1 Collaborative Meetings

The RFP stage will include collaborative discussions (the “**Collaborative Meetings**”) relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process. Attendance at Collaborative Meetings will be in person. Depending on the proposed agenda, the Authority requests and expects that relevant Key Individuals identified through the procurement process be in attendance at Collaborative Meetings.

In accordance with the terms of the RFP, Proponents will be expected to submit drawings and other information in advance of the Collaborative Meetings for the Authority's review.

The Authority anticipates that the RFP stage will allow Proponents to provide feedback on the Initial Draft Design-Build Agreement and the Initial Draft Construction Management Agreement as follows:

- (a) the Authority will invite each Proponent to review the Initial Draft Design-Build Agreement and Initial Draft Construction Management Agreement as attached to the RFP and then, in the Authority's discretion, meet confidentially and separately with the Authority to discuss any comments or amendments that the Proponent requests to be considered;
- (b) the Authority will consider all comments and requested amendments received from the Proponents and may, in its discretion, amend the Initial Draft Design-Build Agreement and the Initial Draft Construction Management Agreement, and by one or more Addenda issue a revised Draft Design-Build Agreement and Draft Construction Management Agreement; and
- (c) ultimately the Authority will issue the Final Draft Design-Build Agreement and Final Draft Construction Management Agreement as the common basis for the preparation of Proposals by Proponents.

3.2.2 RFP Submission

The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission. The RFP submission is expected to include the following:

- (a) a fully binding proposal for the design and construction in accordance with the Final Draft Design-Build Agreement;
- (b) a commitment to enter into the Design-Build Agreement by the Design-Builder;
- (c) a fully binding proposal for construction management services in accordance with the Final Draft Construction Management Agreement;
- (d) a commitment to enter into the CM Agreement by the Construction Manager; and
- (e) committed pricing for the Project, inclusive of all taxes except GST.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

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

If the Competitive Selection Process continues into the RFP stage, the Authority intends to make provision for partial compensation in the amount of \$150,000, inclusive of all taxes, payable to each unsuccessful Proponent in accordance with the terms of the RFP.

3.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Estimated Date
RFQ issue date	August 14, 2015
Introductory Project Meeting	August 26, 2015
RFQ Submission Time	October 13, 2015
Announce Shortlisted Respondents	Fall 2015
Issue RFP and Initial Draft Design-Build Agreement and Initial Draft CM Agreement to Proponents	Winter 2015
Collaborative Meetings	Winter/Spring 2016
Issue Final Draft Design-Build Agreement and Final Draft CM Agreement	Spring 2016
Submission Time for Technical Submissions	Spring 2016
Submission Time for Financial Submissions	Summer 2016
Selection of Preferred Proponent	Summer 2016
Execution of Design-Build and CM Agreements	Fall 2016
Construction commences	Fall 2016
Substantial Completion	Spring 2019
Authority Commissioning	Summer 2019
Opening Day for New Patients	Summer 2019

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

3.5 INTRODUCTORY PROJECT MEETING

The Authority intends to hold an introductory meeting, via webinar, to introduce the Project to which all interested parties will be invited. The date of this meeting will be August 26, 2015. All parties who wish to attend should complete and submit a Receipt Confirmation Form (Appendix B) for further details. Participation will not be mandatory.

A list of registered participants will be made available to everyone participating or who has submitted a Receipt Confirmation Form. Minutes will not be prepared or circulated. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 4.7.

4 SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY REQUIREMENTS

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information. Responses received after the Submission Time will not be considered and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 RESPONSE FORM AND CONTENT

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

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

Responses and Enquiries should be in English. Any portion of a Response not in English may not be evaluated, and any Enquiry not in English may not be considered.

4.4 NO FAX OR EMAIL SUBMISSION

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

4.5 RECEIPT OF COMPLETE RFQ

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

4.6 RECEIPT CONFIRMATION FORM

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

4.7 ENQUIRIES

All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email (each an “**Enquiry**”). Respondents are encouraged to submit Enquiries at an early date and prior to 15:00

Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Authority.

The following will apply to any Enquiry:

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

4.8 UNOFFICIAL INFORMATION

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

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

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

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

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

- (a) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or

- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

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

4.10 ADDENDA

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

4.11 DEFINITIVE RECORD

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the RFQ in the custody and control of the Authority prevails.

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

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

4.13 RESPONSE DECLARATION FORM

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

4.14 RELATIONSHIP DISCLOSURE FORM

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

5 EVALUATION

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

5.1 EVALUATION CRITERIA

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

5.2 EVALUATION AND SELECTION PROCEDURES

The Authority will evaluate Responses based on the content in Table 3 of Appendix A, but may also consider information received from (a) to (e) below.

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

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (b) conduct any additional background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process, including with respect to Nominated Projects and projects in which a Respondent Team member has been involved in the last ten years but which are not Nominated Projects;
- (c) seek clarification of a Response or supplementary information from any or all Respondents;
- (d) request interviews with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) rely on and consider in the evaluation of Responses any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews, and/or any additional information that it receives during the evaluation process.

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

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

The Authority will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within 90 days after a shortlist has been announced. In a debriefing the Authority will discuss the relative strengths and weaknesses of that Respondent's Response, but the Authority will not disclose or discuss any confidential information of another Respondent.

5.3 INTERVIEWS

Respondents may be required by the Authority to have interviews regarding their Response during the evaluation process at the request of the Authority. The interviews should be specific to the Project and may not contain any marketing information of the Respondent or any member of the Respondent Team. It is the Authority's expectation that if these interviews are required, the nominated Key Individuals will attend any interviews.

5.4 CHANGES TO RESPONDENT TEAMS

The Authority intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP stage. If for any reason after the Submission Time a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Respondents. For clarity:

- (a) if the application is made after the Proponents have been determined, the Authority may refuse to permit a change to the membership of a Respondent Team if the change would, in the Authority's judgment, result in a weaker team than was originally shortlisted; or
- (b) the Authority may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

The Authority's approval may include such terms and conditions as the Authority may consider appropriate. This Section 5.4 shall apply until issuance of the RFP.

6 RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

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

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

By submitting a Response, the Respondent represents and warrants to the Authority that the Respondent has complied with applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Authority as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

6.3 CONFIDENTIALITY OF AUTHORITY INFORMATION

All non-public information pertaining to, or provided by or on behalf of, Partnerships BC or the Authority obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Partnerships BC or the Authority (as applicable). 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.

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

Proponents will also be required to sign a Participation Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The Authority expects that the form of the Participation Agreement will be substantially as set out in Appendix F.

The Authority has engaged Partnerships BC. Partnerships BC has been and continues to be involved in other projects, and the Authority may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of the RFQ, including limitations on “Commercial in

Confidence” information under Section 3.2.1 (Collaborative Meetings) and Section 4.7 (Enquiries), the Authority may, in its discretion, disclose information that is available from this Project to Partnerships BC and other projects and may obtain information from other projects.

6.4 COST OF PREPARING THE RESPONSE

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

6.5 NO REPRESENTATION OR WARRANTY

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

6.6 RESERVATION OF RIGHTS

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

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Authority;
- (c) disqualify a Response that fails to meet the Mandatory Requirements set out in Section 4.1, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the Authority determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;

- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 LIMITATION OF DAMAGES

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

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

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process or for any other reason whatsoever.

6.8 OWNERSHIP OF RESPONSES

All Responses submitted to the Authority become the property of the Authority.

6.9 DISCLOSURE AND TRANSPARENCY

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

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

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

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

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

6.10 NO COMMUNICATION OR 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 Team, 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.

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

6.11 NO LOBBYING

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

In the event of any lobbying or communication in contravention of this Section by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the Authority in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Proponent without further consideration.

6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

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

Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Authority, Partnerships BC or any members of the Authority or others providing advice or services to the Authority with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

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

The Authority and the Conflict of Interest Adjudicator (the “**COI Adjudicator**”) may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.12.1 Use or Inclusion of Restricted Parties

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

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

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

6.12.2 Current Restricted Parties

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

- Boughton Law Corporation (COI Adjudicator);
- John Singleton, Q.C. (Fairness Advisor);
- Fasken Martineau (Legal Advisor);
- Ernst & Young Orenda Corporate Finance Inc. (Business Advisor)
- Singleton Urquhart LLP;
- Rick Steele Consulting Inc.;
- CANNON Design (Architect and Clinical Planner) and sub-consultants:
 - Binnie Consulting Ltd. (Civil Engineer)
- Annex Communications Inc. (IMIT Consultant);
- CWMM Consulting Engineers Ltd. (Structural Engineer);
- HH Angus & Associates Limited (Mechanical and Electrical Engineer);

- Spiegel Skillen + Associates Ltd. (Quantity Surveyor);
- Wansel Consulting; and
- The Authority and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

6.12.3 Shared Use

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

6.12.4 Conflict of Interest Adjudicator

The Authority has appointed a COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

The COI Adjudicator and the Authority may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 will apply with such modifications as the Authority or the COI Adjudicator may consider necessary.

The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.5 Request for Advance Decision

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

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent and the person for which the advance opinion is requested;

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

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

Subject to Section 6.2, all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.12.6 The Authority May Request Advance Decision

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under Section 6.12.5.

6.12.7 Decisions Final and Binding

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

6.12.8 Exclusivity

Unless permitted by the Authority in its discretion or permitted as a Shared Use Person, each Respondent will ensure that no member of its Respondent Team, any firm or employer of any of its Key

Individuals, or any Affiliated Person of any member of its Respondent Team, or any firm or employer of any of its Key Individuals, participates as a member of any other Respondent Team.

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

A Respondent or a prospective Respondent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (d) copies of any relevant documentation.

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

6.12.9 Exclusivity – the Authority May Request Advance Decisions

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

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under Section 6.12.8.

6.12.10 Exclusivity – Decisions Final and Binding

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

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

6.13 LEGAL COUNSEL

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

6.14 FAIRNESS ADVISOR

The Authority has appointed John Singleton, Q.C. as the Fairness Advisor to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the Authority that the Authority will make public.

The Fairness Advisor will be:

- (a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by the Authority of all documents and activities associated with this RFQ.

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

7 DEFINITIONS AND INTERPRETATION

7.1 DEFINITIONS

In this RFQ:

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

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

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

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

“Authority” means Fraser Health Authority.

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

“City” means the City of New Westminster.

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

“Collaborative Meetings” has the meaning set out in Section 3.2.1.

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 6.12.3.

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

“Confidential Information” has the meaning set out in Appendix C.

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

“Construction Management Agreement” or **“CM Agreement”** has the meaning set out in Section 2.7.1.

“Construction Manager” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who may enter into the CM Agreement with the Authority.

“Construction Management Lead” means the individual appointed by the Construction Manager to lead the delivery of the construction management services under the CM Agreement.

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

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

“Design-Build Construction Lead” means the individual responsible for leading the Design-Builder during construction of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Design-Build Director” means the individual responsible for leading the Design-Builder during the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ. The Design-Build Director will be responsible for management of the interface, including the resolution of any conflicts, between the Design-Builder and the Construction Manager.

“Design-Build Price Ceiling” means the maximum sum of the nominal progress payments (inclusive of all taxes except GST) to be paid to the Design-Builder as defined in the Design-Build Agreement.

“Design-Builder” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have the direct responsibility to design and build the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Design Firm(s)” means the firm(s) engaged by the Design-Builder to design the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Design Team” means the team responsible for the design.

“Design Team Technical Lead” means the individual who manages and is responsible for the design consultants and other advisors during the design.

“Energy Centre” means the new energy centre infrastructure to replace the existing aging plant services building.

“Enquiry” has the meaning set out in Section 4.7.

“Evaluation Criteria” means the criteria referred to in Section 2.2 of Appendix A to this RFQ.

“Fairness Advisor” has the meaning set out in Section 6.14.

“Final Draft Construction Management Agreement” has the meaning set out in section 2.7.1

“**Final Draft Design-Build Agreement**” has the meaning set out in Section 2.5.1.

“**Freedom of Information and Protection of Privacy Act**” or “**FOIPPA**” has the meaning set out in Section 6.2.

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

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

“**Initial Draft Construction Management Agreement**” means the draft form of the CM Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

“**Initial Draft Design-Build Agreement**” means the draft form of Design-Build Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

“**Key Individuals**” of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent), as described in the Respondent’s Response and as may be changed pursuant to this RFQ:

- Design-Build Director;
- Lead Architect;
- Design Team Technical Lead;
- Mental Health Advisor;
- Design-Build Construction Lead; and
- Construction Management Lead.

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

“**Lead Architect**” means the individual responsible for leading the design of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“**Mandatory Requirements**” has the meaning set out in Section 4.1.

“**Mental Health Advisor**” means the individual responsible for providing the mental health operating expertise to the Project, as described in the Respondent’s Response and as may be changed pursuant to

this RFQ. The Mental Health Advisor should understand and have recent experience with incorporating mental health operating requirements, including the nature of the unique work environment (such as staff and patient safety and security), into the development of mental health facility design.

“Mental Health and Substance Use Building”, or “MHSU Building”, means the new acute mental health building with a total of 75 psychiatry beds.

“Minimum Requirements” has the meaning set out in Appendix A of this RFQ.

“Nominated Projects” has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A of this RFQ, and as requested in Form A-2 Nominated Project Details of Appendix A.

“Participation Agreement” means the form substantially as attached as Appendix F.

“Partnerships BC” means Partnerships British Columbia Inc.

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

“Project” means the design and construction of the MHSU Building, Energy Centre (include campus wide fit-out), underground parking, upgrades to existing facilities, and all other works in accordance with the Design-Build Agreement and the CM Agreement

“Project Brief” has the meaning set out in Section 1.4.

“Proponent” means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.

“Proposal” means the submission prepared by a Proponent in response to the Request for Proposals.

“Receipt Confirmation Form” means the form substantially as attached as Appendix B.

“Relationship Disclosure Form” means the form substantially as attached as Appendix E.

“Respondent” means:

- (a) before the Submission Time any party described in Section 1.3 that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- (b) after the Submission Time any party described in Section 1.3 that has submitted a Response.

“Respondent Team” means a Design-Builder, its Design Firms, Construction Manager, its Key Individuals and Guarantor(s), as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

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

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

“Response Declaration Form” means the form substantially as attached as Appendix D.

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

“RFP” means the Request for Proposals, which may be issued by the Authority as a stage of the Competitive Selection Process.

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

“Royal Columbian Hospital Redevelopment Project”, or RCH Redevelopment Project, means the broader redevelopment project at the Royal Columbian Hospital site including all three phases.

“Shared Use Person” means those persons, if any, who are specifically named in Section 6.12.3.

“Site” means the site upon which the Project elements are to be constructed.

“Statement of Requirements” means the specifications for the design and construction of the Project as set out in the Design-Build Agreement.

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

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

7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in the Authority's "discretion" or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Authority;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word "including" when used in this RFQ is not to be read as limiting;
- (f) all dollar values are Canadian dollars unless otherwise indicated;
- (g) a reference to a "person" includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (h) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format

Attached Sample Forms:

Form A-1: Nominated Projects Summary Matrix

Form A-2: Nominated Project Details

Form A-3: Past Performance Template – Design-Builder

Form A-4: Past Performance – Design Firm

Part 1. Response Guidelines

Responses should:

- a) be clearly marked with the words, “**Response to RFQ – RCH Redevelopment – Phase One**” and addressed to the Submission Location;
- b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A will not be evaluated;
- c) be limited to 85 double-sided sheets (170 pages), including appendices, for Package 2 including the Key Individual resumes but excluding Form A-1, Package 3 (Financial information), and appendices. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Authority;
- d) appendices should not include items not requested in this Appendix A;
- e) be on 8.5” x 11” paper size with a minimum font size of 11 point; and
- f) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1. Transmittal Letter;	One hard copy; and One electronic copy
	2. Response Declaration Form (see Appendix D) signed by the Respondent;	One hard copy; and One electronic copy
	3. A table containing the names and company names of the Key Individuals; and	One hard copy; and One electronic copy
	4. Relationship Disclosure Form (see Appendix E) signed by the Respondent.	One hard copy; and One electronic copy
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	6 bound copies, one marked “Master”; and One electronic copy.
Package 3	Financial information (see Section 4 of Part 3 of this Appendix A).	4 bound copies, one marked “Master”; and One electronic copy.

Part 2. Evaluation

2.1 Minimum Requirements

The Authority will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the Minimum Requirements stated in Table 1. Should any Respondent Team fail to adequately meet the Minimum Requirements, the Authority may discontinue the evaluation of that Respondent Team’s Response in accordance with Section 5.3 of the RFQ.

Table 1: Minimum Requirements

Financial Capacity
Sufficient financial capacity of the Design-Builder to undertake the Project. See Section 4 of Response Format (Part 3 of Appendix A).

2.2 Evaluation Criteria

Subject to Section 5.2, for those Respondent Teams that adequately meet the Minimum Requirements, the Authority will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2.

Table 2: Evaluation Criteria and Weighting

Section	Weighting	Evaluation Criteria
Section 2 Design-Builder	20 points	<p>Strength and relevance of demonstrated experience and capability to undertake the complete Project based on the following:</p> <ul style="list-style-type: none"> 2.1 Project Development and Management Experience 2.2 Design-Builder Performance 2.3 Design-Builder Key Individual’s Experience <ul style="list-style-type: none"> ▪ Design-Build Director <p>Strength and relevance of the Respondent’s ability to describe and demonstrate understanding of the following:</p> <ul style="list-style-type: none"> 2.4 Key Project Considerations

Section	Weighting	Evaluation Criteria
Section 3 Design and Construction	55 points	Strength and relevance of demonstrated experience and capability to undertake the design of the Project based on the following: 3.1 Design Firm Qualifications and Experience 3.2 Design Firm Performance 3.3 Design Team Key Individuals' Experience <ul style="list-style-type: none"> ▪ Lead Architect ▪ Design Team Technical Lead ▪ Mental Health Advisor
	25 points	Strength and relevance of demonstrated experience and capability to undertake the construction of the Project based on the following: 3.4 Construction Qualifications and Experience 3.5 Construction Manager Qualifications and Experience 3.6 Construction Key Individuals' Experience <ul style="list-style-type: none"> ▪ Design-Build Construction Lead ▪ Construction Management Lead
Total	100 points	

2.3 Disqualification of Responses

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

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

The Respondent and any member of the Respondent Team may be required to undertake a criminal records check in order to participate in the Project.

Part 3. Response Format

Respondents should use the section numbers and titles provided in Table 3 below in preparing their Responses.

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team and Organization	<p>a) Provide the legal name of the entity for the Design-Builder and Design Firm with short descriptions for publication of teams shortlisted for the RFP stage. Confirm that the Design Firm will be registered with the Architectural Institute of BC no later than the date of award of the Design-Build Agreement..</p> <p>b) Provide organization chart(s), at the corporate level, including Key Individuals, which show the relationships between the Respondent Team and any anticipated changes contemplated over the Project. Describe the management structure within the Respondent Team and how the Design-Builder and the Design Team will be integrated.</p> <p>c) Describe the business relationships among the Respondent Team members (e.g., corporation, joint-venture, partnership).</p>
1.2	Contact Information	<p>Provide the name and contact details for the Respondent’s Representative.</p> <p>Please note: The Respondent’s Representative will be the <u>only</u> person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent’s Representative:</p> <ul style="list-style-type: none"> i. Name; ii. Employer; iii. Mailing/courier addresses; iv. Telephone number; v. Email address; and vi. Website address.
1.3	Nominated Projects	<p>Submit a maximum of fifteen (15) Nominated Projects (“Nominated Projects”) using Form A-2 of this Appendix A. Note that more current Nominated Projects (completed within the last 10 years) may be considered to have greater relevance than older ones.</p> <p>Confirm that each reference contact is aware their name is being included and is willing to provide a reference to</p>

Section	Title	Response Content Requirements
		the Authority.
2.	Design-Builder	
2.1	Project Development and Management Experience	<p>a) Using up to three (3) Nominated Projects relevant to each sub-section below, describe the Design-Builder’s experience and capability for each of the following:</p> <ol style="list-style-type: none"> i. Developing, managing, and delivering similar healthcare projects with energy centres while minimizing operational impact to an existing operating facility; ii. Assembling, managing, and coordinating multi-disciplinary teams including design and construction integration, and describing how the Respondent proposes to incorporate lessons learned into this Project; iii. Managing the design process including consultation with a healthcare client; iv. Ability to deliver the project collaboratively (spirit of partnership) with the Authority or the Authority’s agents; v. Managing the transition, commissioning, user acceptance, correction of deficiencies, and handover of the project to the client, including sections of the facility that required early occupancy; and vi. Managing a Construction Management contract, or similar contractual arrangement, on behalf of the Authority, including the integration of work and interface between the two contracts. <p>b) Using one Nominated Project, provide a description of an implemented quality assurance plan, or program, which integrates the design and construction teams; include a table of contents and a brief description of the contents.</p> <p>c) For all the Nominated Projects referenced in section 2.1 (a) describe how well the Design-Builder met the design and construction performance requirements, including the response to any challenges experienced with interpretation of specifications, schedule, budget or other. Provide a list of challenges that were not readily resolved with a brief explanation of the issue and its resolution.</p>
2.2	Design-Builder Performance	In addition to the Nominated Projects, and using the table shown in Form A-3, list all projects similar in scope that the Design-Builder has completed, or are underway, within the last ten (10) years.
2.3	Design-Builder Key Individual Experience <ul style="list-style-type: none"> ▪ Design-Build Director 	<p>a) Describe the role and responsibility of the Design-Builder Key Individual for the Project.</p> <p>b) Provide a resumé for the Design-Builder Key Individual as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ol style="list-style-type: none"> i. Name, professional qualifications/designations and a summary of education; and ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role on at least two (2)

Section	Title	Response Content Requirements
		<p>relevant projects worked on in the last five (5) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority.</p> <p>c) Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.</p> <p>d) Describe the percentage availability of the Design-Builder Key Individual to undertake the Project, at each phase (i.e., procurement, design and construction, commissioning), in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.</p>
2.4	Key Project Considerations	<p>In a maximum of seven (7) double-sided pages (14 pages), describe:</p> <p>a) Key considerations for the Project under the headings of challenges, risks, and opportunities that the Respondent deems important to the success of the Project;</p> <p>b) How each Respondent Team member is suited to address these considerations;</p> <p>c) With reference to the organization charts provided in Section 1.1, describe how the integrated team is uniquely suited to successfully address these considerations; and</p> <p>d) Describe how the Design-Builder will collaboratively manage the Construction Manager to ensure a seamless and integrated service delivery to the Authority under the following situations:</p> <ol style="list-style-type: none"> i. The Construction Manager is the same firm, or a related firm, as the Design-Builder; ii. The Construction Manager is not the same firm, or a related firm.
3.	Design and Construction	
3.1	Design Firm Experience and Capability	<p>a) Using up to three (3) Nominated Projects relevant to each sub-section below, describe the Design Firm's design experience and capability for each of the following:</p> <ol style="list-style-type: none"> i. Designing healthcare facilities similar to the Project; ii. Developing designs, including clinical planning, for healthcare projects, preferably mental health facilities, in consultation with healthcare clients, including user groups; iii. Developing designs that integrate with an existing facility; iv. Developing designs that incorporate process improvement concepts into facility design, preferably mental health, (i.e., workflow redesign, process efficiency tools, Lean) to improve delivery of care; v. Developing designs, preferably mental health, that incorporate evidence-based design to improve health outcomes; and

Section	Title	Response Content Requirements
		<p>vi. Designing energy efficient, sustainable healthcare facilities.</p> <p>b) For each of the Nominated Projects referenced in 3.1 a), describe how well the Design Team met the performance requirements, including the response to any challenges experienced with specifications, schedule, budget or other. Provide a list of issues that were not readily resolved with a brief explanation of the challenge and its resolution.</p>
3.2	Design Firm Performance	In addition to the Nominated Projects, and using the table shown in Form A-4, list all projects similar in scope that the Design Firm has completed, or are underway, within the last ten (10) years.
3.3	Design Team Key Individuals' Experience <ul style="list-style-type: none"> ▪ Lead Architect ▪ Design Team Technical Lead ▪ Mental Health Advisor 	<p>a) Describe the role and responsibility of each of the Design Team's Key Individuals for the Project, including how they will interact with one another.</p> <p>b) Provide comprehensive resumés for the Design Team's Key Individuals, including, at a minimum, the following information:</p> <ul style="list-style-type: none"> i. Name, professional qualifications/designations and a summary of education; and ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role on at least two (2) relevant projects worked on in the last five (5) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority. <p>c) For the Lead Architect and Design Team Technical Lead, provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.</p> <p>d) For the Mental Health Advisor, using work experience and/or up to three (3) projects relevant to the Project (not necessarily tied to the Nominated Projects), describe their understanding of, and recent experience with:</p> <ul style="list-style-type: none"> i. The operational requirements and associated work environment of a mental health facility; and ii. Incorporating the operational requirements and work environment into the development of mental health facility design. <p>e) Describe the percentage availability of the Design Team's Key Individual(s) to undertake the Project, at each phase (i.e., procurement, design and construction, commissioning), in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.</p>
3.4	Construction Experience and	a) Using up to three (3) Nominated Projects relevant to each sub-section below, describe the Design-Builder's

Section	Title	Response Content Requirements
	Capability	<p>construction experience and capability for each of the following:</p> <ul style="list-style-type: none"> i. Managing and delivering large complex projects, similar in scope, on a dense hospital site, while avoiding disruption to healthcare operations; ii. Working effectively with subcontractors and third-party contractors to exceed project expectations; iii. Managing and delivering projects in accordance with CSA Z317 (Infection Control measures); and iv. Construction and logistics management. <p>b) For each of the Nominated Projects referenced in 3.4(a) describe how well the construction team met performance requirements, including the response to any challenges experienced with specifications, schedule, budget or other. Provide a list of issues that were not readily resolved with a brief explanation of the challenge and its resolution.</p>
3.5	Construction Management Experience and Capability	<p>Using up to three (3) Nominated Projects relevant to each sub-section below, describe the Respondent's construction management experience and capability for each of the following:</p> <ul style="list-style-type: none"> i. Managing construction of an infrastructure and building systems upgrade, including a complex energy centre, on a campus-wide basis; ii. Collaborating with an owner's design team to identify improvements and/or savings to project scope, schedule and budget for the Authority's benefit, and how these benefits were realized through the project; and iii. Retrofitting operational healthcare facilities while avoiding disruption to the provision of healthcare services.
3.6	Construction Key Individuals Experience <ul style="list-style-type: none"> ▪ Design-Build Construction Lead ▪ Construction Management Lead 	<ul style="list-style-type: none"> a) Describe the role and responsibility for the construction Key Individuals. b) Provide comprehensive resumés for the construction Key Individual(s) including, at a minimum, the following information: <ul style="list-style-type: none"> i. Name, professional qualifications/designations and a summary of education; and ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role on at least two (2) relevant projects worked on in the last five (5) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Authority. c) Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.

Section	Title	Response Content Requirements
		d) Describe the percentage availability of the Key Individual(s) to undertake the Project, at each phase (i.e., procurement, design and construction, commissioning), in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.
4.	Financial Capacity	
4.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following:</p> <ul style="list-style-type: none"> a) Written confirmation, generally in the form of the Insurance Undertakings contained in Appendix H and Appendix I, from an insurer that the following coverages will be available for the Project if the Respondent is awarded a contract: <ul style="list-style-type: none"> i. Commercial general liability insurance coverage of not less than \$25 million inclusive per occurrence; \$25 million general aggregate for bodily injury; death and damage to property including loss of use thereof; product/completed operations liability with a limit of \$25 million annual aggregate; and ii. Project-specific professional liability insurance coverage of not less than \$10 million per occurrence and \$10 million aggregate. b) Written confirmation, generally in the form of the Bonding Undertaking contained in Appendix G, from a surety that the Respondent will be able to obtain a \$75 million performance bond and a \$75 million labour and materials payment bond written by a surety, or sureties, authorized to conduct business in British Columbia if the Respondent is awarded a contract.

Form A-1 Nominated Projects Matrix

See separate excel file.

Form A-2 Nominated Project Details

Identify Respondent, Respondent Team Member, and number projects sequentially 1 through 15. Maximum 3 pages in length per project.

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number</i>
Location of project	<i>Country, province/state, highway/road/facility, site or project extent</i>
Owner	<i>Organization name</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Authority or the Authority's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Relevance	<i>Describe the relevance of the Nominated Project to the Project (e.g. CM, DB or PPP procurement approach, experience with mental health facilities, experience with healthcare energy centres, building and designing in dense urban centres, knowledge of the local trades and local labour market, phased construction and occupancy process, and working collaboratively with third-party contractors).</i>
Contract period (term)	<i>Contract commencement date, end of construction date and contract end date.</i>
Time period of involvement	<i>Commencement date and duration</i>
Description of project	<i>Capital value, scope and complexity, including purpose of facility</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events</i>
Contract model	<i>Contract structure i.e., public private partnership, design-build, stipulated sum</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
Joint Venture	<i>If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties.</i>
Performance	<i>Describe the performance in meeting obligations related to the contract. If there were any issues during the design and construction phase (i.e. interpretation issues), describe how they were resolved.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

Form A-3 Past Performance Template – Design-Builder

If any of the projects referenced below involved a joint venture, identify the joint venture partner(s) and briefly describe the breakdown of responsibility between the parties.

Project Number	Project Name	Project Owner	Project Details	Project Progress	Role
			<i>Type (i.e. healthcare) Size Capital Cost Location</i>	<i>Project stage (i.e. construction completion forecasted, or achieved (month/year))</i>	<i>Design-Builder? Construction Manager? Other?</i>

Form A-4 Past Performance Template – Design Firm

If any of the projects referenced below involved a joint venture, identify the joint venture partner(s) and briefly describe the breakdown of responsibility between the parties.

Project Number	Project Name	Project Owner	Project Details	Project Progress	Role
			<i>Type (i.e. healthcare) Size Capital Cost Location</i>	<i>Project stage (i.e. construction completion forecasted, or achieved (month/year))</i>	<i>Lead Architect? Owner’s Architect? Other?</i>

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Royal Columbian Hospital Redevelopment Project – Phase One

To receive any further distributed information
about this **Request for Qualifications**,
please execute and email both pages of this
Receipt Confirmation Form as soon as possible to:

Email: **catherine.silman@partnershipsbcc.ca**

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____



ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

The Respondent or other interested party hereby acknowledges receipt and review of this 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 this RFQ.

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

Respondent's Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) Agreement means this Appendix C, which is subject to the RFP,
- (b) Confidential Information means all documents, knowledge and information provided by the Authority or any of its Representatives (the Disclosing Party) to, or otherwise obtained by, the Recipient or any of its Representatives (the Receiving Party), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
 - (1) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 - (2) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (3) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (4) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (5) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.

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

2. Confidentiality

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

3. Ownership of Confidential Information

The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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

APPENDIX D RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: Fraser Health Authority, c/o Partnerships British Columbia Inc.

Attention: Catherine Silman, Contact Person

Re: Request for Qualifications titled Royal Columbian Hospital Redevelopment Project – Phase One

[Insert Respondent Name] Response

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

(a) Response

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

(b) Acknowledgements with Respect to this RFQ

- (1) The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ’s Table of Contents, and any and all Addenda;
- (2) The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.7, all documents listed in this RFQ’s Table of Contents, and any and all Addenda;
- (3) The Respondent’s representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
- (4) The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (5) The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(c) Evaluation of Responses

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

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

Name of Respondent Team Member - Firm	Address	Role on Team

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

Any individual mentioned in the Response must be included in the table above.

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Address

Address

Name of Authorized Signatory

Signature

Name

Email Address

Telephone

If the Respondent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.

APPENDIX E RELATIONSHIP DISCLOSURE FORM

This Form will be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.

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

- (a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.
- (c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
 - (1) the Authority and/or Partnerships BC;
 - (2) any listed Restricted Party;
 - (3) any current shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;
 - (4) any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
 - (5) any other person who, on behalf of the Authority or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Competitive Selection Process.

Name of Respondent Team Member	Name of Party with Relationship	Details of the Nature of the Relationship with the Listed Restricted Party/Person
<i>e.g. Firm Name Ltd.</i>	<i>Partnerships BC</i>	<i>Firm Name Ltd. is working with Partnerships BC on Project X.</i>
<i>e.g. John Smith</i>	<i>Authority Name</i>	<i>Respondent Team member was an employee/advisor to the Restricted Party from _____ to _____)</i>

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

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature

APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

Fraser Health Authority
c/o Partnerships British Columbia Inc.

Attention: Catherine Silman, Contact Person

Dear Sirs/Mesdames:

Re: Royal Columbian Hospital Redevelopment Project – Phase One – Participation Agreement in respect of the Request for Proposals issued by Fraser Health Authority on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

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

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- 2. Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:

- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.6 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.6 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

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

6. General.

(a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:

- (1) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

Name of Proponent

Authorized Signatory

SCHEDULE 1

Confidentiality Conditions

1. Definitions. In these confidentiality conditions:

(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:

- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

(b) **Disclosing Party** means the Authority or any of its Representatives;

(c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;

- (d) **Receiving Party** means the Recipient or any of its Representatives;
- (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
- (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information

stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

- 6. Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.
- 7. Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.

APPENDIX G BONDING UNDERTAKING

Date: [Insert Date]

No. [To be inserted]

To: Fraser Health Authority

Re: Request for Qualifications

Royal Columbian Hospital Redevelopment Project – Phase One

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

Our client wishes to be prequalified as a Respondent on the captioned Project, which we understand will require a Performance Bond in the approximate amount of Seventy-Five Million Dollars (\$75 million) and a Labour and Materials Payment Bond in the approximate amount of Seventy-Five Million Dollars (\$75 million). Based on the limited information available at this time, and subject to our assessment of the RCH Redevelopment Project – Phase One, and our client’s work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

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

(Name of Surety)

_____ (Seal)

Attorney-In-Fact



APPENDIX H INSURANCE UNDERTAKINGS - COMMERCIAL

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the RCH Redevelopment Project – Phase One:

We, the undersigned, as authorized representatives on behalf of [Insert Name of Insurance Provider] do hereby undertake and agree to provide “Wrap-Up” Commercial General Liability insurance in the amount of TWENTY FIVE MILLION DOLLARS (\$25,000,000.00) inclusive per occurrence, TWENTY FIVE MILLION DOLLARS (\$25,000,000.00) general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of TWENTY FIVE MILLION DOLLARS (\$25,000,000.00) annual aggregate for the RCH Redevelopment Project – Phase One, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)



APPENDIX I INSURANCE UNDERTAKINGS - PROFESSIONAL

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

Name of Respondent submitting a Response to the Request for Qualifications for the Royal Columbian Hospital Redevelopment Project – Phase One:

We, the undersigned, as authorized representatives on behalf of [Insert Name of Insurance Provider] do hereby undertake and agree to provide Project Specific Group Professional Liability insurance in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive of any one claim for the RCH Redevelopment Project – Phase One, subject to underwriting.

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

Dated at _____

This _____ day of _____, 20 _____

SIGNED: _____

(Duly Authorized Representative of Insurance Company)

