

Request for Proposals

Richmond Hospital Redevelopment Project: Phases 2 & 3

Issued August 1, 2024



Summary of Key Information

RFP Title The title of this RFP is:
Richmond Hospital Redevelopment Project: Phases 2 & 3
Proponent Teams should use this title on all correspondence.

Contact Person The Contact Person for this RFP is: Silvia Koteva
Email: Silvia.Koteva@infrastructurebc.com
Please direct all Enquiries, by email, to the above-named Contact Person.
No telephone or fax enquiries please.

Enquiries Proponent Teams are encouraged to submit Enquiries prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the Owner. The Owner may, in its discretion, decide not to respond to any Enquiry.

The following submission must be delivered at the time and location indicated below:

Submission Time for RFP Submissions	September 19, 2024, at 11:00 hrs Pacific Time
Submission Location for RFP Submissions	By electronic upload to the Contact Person in accordance with Section 7.2.

The following submissions are to be delivered, by email to the Contact Person, at the times indicated below:

Submission time for confirmation of attendance at the Positive Guidance Workshops and Site tour	August 8, 2024, at 17:00 hrs Pacific Time
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**Submission time for
Positive Guidance
Workshops – RFP and
ADA/ PAA questions**

August 16, 2024, at 17:00 hrs Pacific
Time

**Submission time for
ADA/PAA Section-By-
Section Review
(Appendix D)**

October 21, 2024, at 17:00 hrs Pacific
Time



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1 Introduction

1.1 Purpose of this RFP

Vancouver Coastal Health Authority is seeking to enter into an Alliance Development Agreement (the “ADA”) for the Alliance Development Phase (the “ADP”) of the Single Target Outturn Cost Alliance Selection Process (the “Single TOC Alliance Selection Process”) for the Richmond Hospital Redevelopment Project: Phases 2 & 3 (the “Project”).

The purpose of this Request for Proposals (the “RFP”) is to invite eligible Proponent Teams to prepare and submit RFP Submissions and participate in the RFP Workshops designed to identify the Proponent Team with the most potential, working in an alliance with the Owner Participant, to achieve the Project Alliance Objectives. Based on these RFP Submissions and the RFP Workshops, the Owner intends to select, in accordance with the terms of this RFP, a Preferred Proponent Team to execute the ADA and become Non-Owner Participants (the “NOPs”). The NOPs and the Owner Participant will proceed to the ADP.

The Owner Participant and Owner are the same legal entity and throughout this RFP, including in the paragraph above, references are made to “the Owner Participant” and “the Owner” to indicate the distinction between when that entity is acting as one of the Participants in the Alliance for the delivery of the Alliance Works and when it is acting as the client to the Alliance and receiving the delivery of the Alliance Works respectively. The Alliance will include the Owner Participant, the NOPs, and Infrastructure BC Inc. (“Infrastructure BC”).

The Alliance will develop a detailed proposal (the “Project Proposal”) and, if the Project Proposal is accepted by the Owner, the Owner and the NOPs will enter into the Project Alliance Agreement (the “PAA”) to deliver the Project including design, construction, commissioning and activation as an integrated alliance team. The Owner anticipates that the Project Proposal will only address Phase 2, and that Phase 3 will be integrated into the Alliance during the delivery phase. Section 4.10 outlines how the Owner anticipates Phase 3 may be integrated into the Alliance.

1.2 Eligibility to Participate in this RFP

Through a Request for Qualifications (the “RFQ”) issued on May 27, 2024, the Owner has qualified the following Proponent Teams to participate in this RFP:



- ▶ Bird Design-Build Construction Inc., Stantec Architecture Ltd., AtkinsRéalis Major Projects Inc., and AtkinsRéalis Canada Inc.;
- ▶ EllisDon Corporation, DIALOG BC Architecture Engineering Interior Design Planning Inc., PML Professional Mechanical Ltd., and Houle Electric Limited; and
- ▶ Graham Design Builders LP and HDR Architecture Associates, Inc.

Only these three Proponent Teams, subject to changes in Proponent Team Members as permitted by this RFP, may submit RFP Submissions, or otherwise participate in this RFP.

1.3 Project Alliance Objectives

The Owner has developed Project Alliance Objectives which can be found in the Draft PAA.

1.4 Project Scope

Further information about the Project scope, including the indicative design and the Class C design and construction estimate, is available in the RFP Data Room.



2 RFP Process and Workshops

2.1 Estimated Timeline

The following is the Owner’s estimated timeline for the RFP.

Table 1: RFP Estimated Timeline

Activity	Timeline
Issue RFP	August 1, 2024
Submission time for Establishment Audit documents	August 16, 2024
Submission time for confirmation of attendance at the Positive Guidance Workshops and site tour	See Summary of Key Information on Page 2
Submission time for Positive Guidance Workshop RFP & ADA/PAA questions	See Summary of Key Information on Page 2
Site tour, Positive Guidance Workshops for the RFP and Draft ADA/Draft PAA	August 26 – 28, 2024
Submission Time for RFP Submissions	See Summary of Key Information on Page 2
Adjustment Event Guidelines (“AEG”) workshops	October 7 – 16, 2024
Submission time for ADA/PAA Section-by-Section Review	See Summary of Key Information on Page 2
Technical and Behavioural Workshops	October 21 – 29, 2024
Commercial Alignment Workshops	November 4 – 20, 2024
Selection of Preferred Proponent Team	January 2025
ADA Execution	January 2025
PAA Execution	December 2025



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

2.2 Establishment Audit

Proponent Teams are expected to participate in the Establishment Audit that is required to be completed by the Financial Auditor before the Commercial Alignment Workshops. More information on the Establishment Audit process can be found in the Establishment Audit brief in the RFP Data Room. Refer to Table 1 above for the submission time for all Establishment Audit documents that have been requested by the Financial Auditor.

2.3 Positive Guidance Workshops

There will be two Positive Guidance Workshops available to each Proponent Team, one for the RFP and one for the Draft ADA and Draft PAA. The purpose of these workshops is to provide the Proponent Teams with the opportunity to ask the Owner specific questions and clarify any aspect of the RFP, the Draft ADA, and Draft PAA. The workshops will assist the Proponent Teams in the development of their RFP Submissions. Section-by-Section Review comments from Proponent Teams on the Draft ADA and Draft PAA will not be discussed in the Positive Guidance Workshop for the Draft ADA/Draft PAA but instead will be addressed in the Commercial Alignment Workshops as described in Section 2.7.

The Positive Guidance Workshop for the RFP will be a two-hour in-person workshop held in the morning. The Positive Guidance Workshop for the Draft ADA/Draft PAA will be a three-hour in-person workshop¹ held in the afternoon. An accompanied tour of the Project Site will be available for each Proponent Team on the same day.

Proponent Teams are to confirm attendance for the Positive Guidance Workshops and the site tour in writing to the Contact Person by the date noted in Summary of Key Information, and submit questions to the Contact Person by the submission time as noted in the Summary of Key Information on page 2.

The Owner has provided each Proponent Team with further details including an agenda and expected attendees in the RFP Data Room. The Owner reserves the right to schedule additional Positive Guidance Workshops with each Proponent Team.

Positive Guidance Workshops will not be evaluated.

¹ PCI will be virtual.

2.4 Proponent Team Review of the Draft ADA and Draft PAA

Proponent Teams should review the Draft ADA and the Draft PAA and submit a completed Appendix D containing their Section-by-Section Review comments to the Contact Person as noted in the Summary of Key Information.

2.5 Adjustment Event Guidelines Workshops

The purpose of the Adjustment Event Guidelines Workshops is to enable the Proponent Team and the Owner to review and analyze various real-world scenarios that may affect the design and construction of the Project and align on which risks and opportunities will be shared by the Participants, and which risks and opportunities will be borne unilaterally by the Owner.

The Adjustment Event Guidelines Workshops will be structured and facilitated by PCI. Each Proponent Team should be prepared to attend a two-day in-person workshop. Each Proponent Team will receive a briefing note in advance of the Adjustment Event Guidelines Workshops with further detail on the purpose, agenda, outcomes, conduct and proposed attendees.

Adjustment Events Guidelines Workshops will not be evaluated.

2.6 Technical and Behavioural Workshops

The Technical and Behavioural Workshops are an integral part of the Single TOC Alliance Selection Process. These workshops are designed to encourage the combined Owner and Proponent Team to undertake various collaborative activities and tasks to build relationships, facilitate meaningful conversations and develop a collaborative mindset. This is an opportunity for the Proponent Team to demonstrate its leadership and collaborative behaviours in action. It is envisaged that part of these workshops will include a working session to review and discuss the Proponent Team's RFP Submission to Evaluation Criteria 3, approach to delivering value, specifically the Owner's budget critique ("OBC") and the Owner's indicative design critique ("OIDC"). The objective of this discussion is to enable the Owner to assess the Proponent Team's:

- ▶ Depth of knowledge in developing a target cost estimate for a complex alliance health care project;
- ▶ Ability to add value to the Project including value engineering, design innovations, and other technical and commercial capabilities;

- ▶ Attitude, integrity, and commitment to alliance principles when conducting the Owner’s budget critique and the thoroughness of that critique;
- ▶ Ability to work collaboratively with the Owner in an environment of potential technical, commercial, and subject matter experts and interested parties’ tension; and
- ▶ Potential to form a high-performance team with the Owner Participant and achieve the Project Alliance Objectives as set out in Section 1.3.

The Technical and Behavioural Workshops will be structured and facilitated by PCI. Each Proponent Team should be prepared to attend a two day in-person workshop. Each Proponent Team will receive a briefing note in advance of the Technical and Behavioural Workshops with further details on the purpose, agenda, outcomes, proposed attendees, and conduct.

Further information about the evaluation of RFP Workshops is available in Section 8.3.2.

2.7 Commercial Alignment Workshops

The purpose of the Commercial Alignment Workshops is to discuss each Proponent Team’s comments on the Draft ADA and Draft PAA, and to enable each Proponent Team and the Owner to align on the terms and conditions of the Draft ADA and Draft PAA. In particular, the Commercial Alignment Workshops will allow each Proponent Team the opportunity to explain its Section-by-Section Review comments on the Draft ADA and Draft PAA. At the conclusion of the commercial alignment process, each Proponent Team will agree that no further substantive changes will occur to either the ADA or the Final Draft PAA throughout the ADP.

Each Proponent Team should be prepared to attend a two day in-person Commercial Alignment Workshop with a third day being available if deemed necessary by the Owner to complete the workshop. Each Proponent Team will receive a briefing note in advance of the Commercial Alignment Workshop with further detail on the purpose, outcomes, proposed attendees, and conduct.

Further information about the evaluation of RFP Workshops is available in Section 8.3.2.

2.8 RFP Data Room

The Owner has established a website to be used as an electronic data room (the “RFP Data Room”) in which it has placed documents that the Owner has identified as relevant to the Project, and that may be useful to the Proponent Teams. The Owner makes no representation as to the relevance, accuracy, or completeness of any of the information available in the RFP Data Room. The Owner will require Proponent Teams to sign the Participation Agreement in Appendix E prior to being granted access.

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

2.9 Proponent Team’s Contact Representative

The Owner intends to communicate solely with each Proponent Team’s Contact Representative and may disregard communications from other persons on behalf of a Proponent Team during the Single TOC Alliance Selection Process.

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



3 Alliance Development Phase

3.1 Overview

The Owner will enter into an ADA with the Preferred Proponent Team. The ADA is the agreement that governs the activities during the ADP. The purpose and scope of the ADP is for the Owner Participant and the NOPs to collaborate in order to:

- ▶ Establish the integrated Alliance team;
- ▶ Develop a Project Proposal that satisfies the Project Alliance Objectives; and
- ▶ Enable the delivery of Alliance Early Works in advance of the execution of the PAA.

3.2 First 90 Days of ADP

The Owner recognizes that a well-structured and carefully planned ADP is essential for the development of a successful alliance in delivery. It is expected that during the first 90 days of the ADP, as a matter of strategic priority, the Alliance will focus on the foundational groundwork required for the establishment of the alliance including the following activities:

- ▶ Establish the Alliance Leadership Team (the “ALT”) and Alliance Management Team (the “AMT”) and initiate strategic meetings to develop the Alliance Team Charter and align on goals and expectations;
- ▶ Establish and rapidly mobilize and co-locate the integrated Alliance Project Team (the “APT”);
- ▶ Plan and conduct Alliance teaming initiatives to embed the alliance culture within the integrated Alliance team. These initiatives will include an Alliance launch event, onboarding and training, and team building and integration activities necessary to develop the foundation for a high-performing alliance culture;
- ▶ Finalize the Target Cost Estimate (the “TCE”) development plan, including ADP budget and schedule to complete and submit the Project Proposal; and

- ▶ Produce a workplan for the development and implementation of the Alliance Management System (the “AMS”) in accordance with Schedule 6 to the PAA, prioritizing the AMS plans necessary for the ADP services for ALT endorsement. The Owner expects these AMS plans will be developed and endorsed by the ALT prior to commencement of any substantive design and construction activities.

PCI is available to provide specialist alliance coaching services to support the Alliance in building and maintaining a high-performance alliance culture and in the development of the Project Proposal, including agreement on the TOC and KRA targets.

3.3 Project Proposal

The Project Proposal prepared in accordance with the ADA will address technical, alliance management, and financial and commercial aspects of the Project.

3.4 Business-to-Business Networking Session

During the ADP, the Alliance will coordinate an in-person session with local contractors, suppliers, and businesses (“Business-to-Business Networking Session”) to provide an opportunity for the Alliance to build awareness and relationships with the local business community.

3.5 Subcontracting

As all subcontracts for the Project will be determined on a best for project basis by the Participants after ADA execution, the Participants are not bound to accept any subcontracts or sub-consultancy agreements for the Project entered into by the Potential NOPs before the ADA execution.

3.6 Identified Indigenous Groups

The Owner anticipates the Alliance will seek input from Indigenous groups in relation to the Project as well as identify potential Indigenous business opportunities for the construction of the Project.



4 Key Project Elements

4.1 Agreements

4.1.1 Alliance Development Agreement

The Draft ADA, attached as Appendix H, is a services agreement under which the NOPs are reimbursed by the Owner for participating in the ADP and working with the Owner Participant to establish the Alliance and prepare and submit a Project Proposal.

4.1.2 Project Alliance Agreement

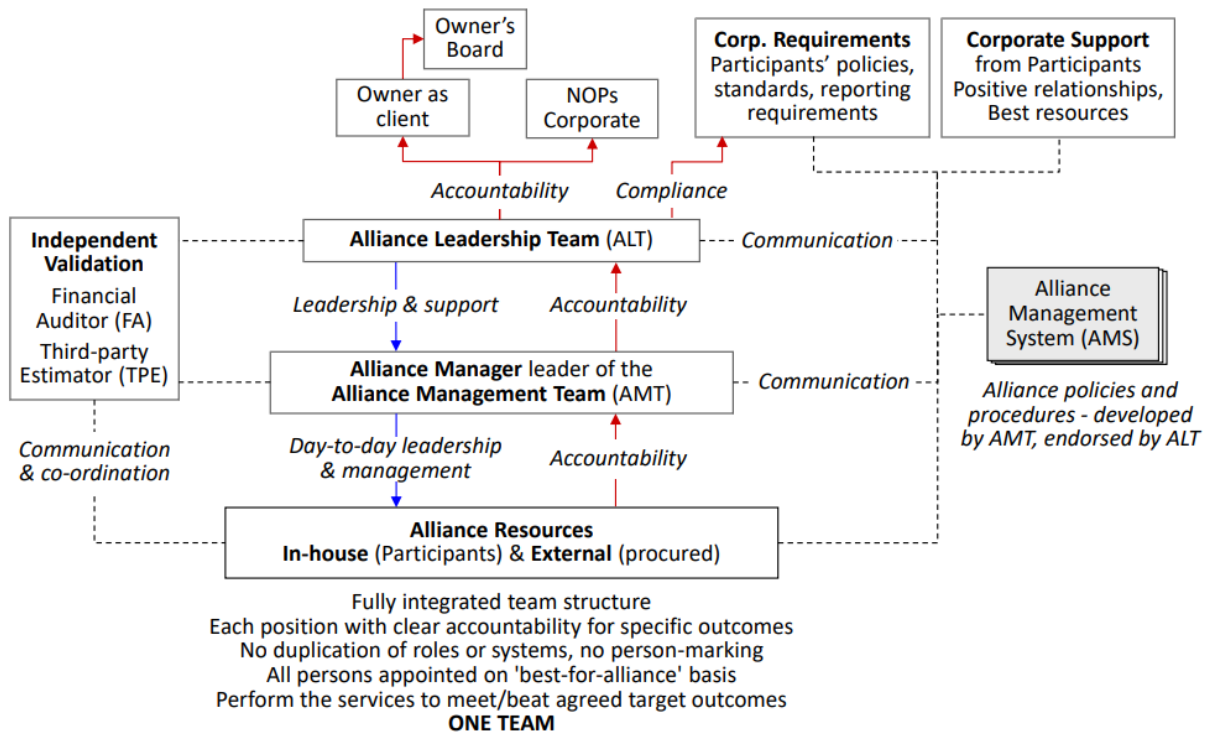
The Draft PAA attached in Appendix I outlines how the NOPs and the Owner Participant will share in the collective responsibility for the Project. This includes working collaboratively as an integrated Alliance to do all things necessary to:

- ▶ Obtain all permits and approvals necessary for construction of the Project;
- ▶ Ensure the final design complies with the performance specifications, and all applicable codes, standards, and regulations;
- ▶ Design and construct the Project to accommodate the required spaces, activities, functions, design features, adjacencies, equipment, furniture, and information management and information technology (“IMIT”), while ensuring integration with the existing campus infrastructure;
- ▶ Ensure the equipment, furniture, and IMIT installation is coordinated with the building construction schedule;
- ▶ Ensure Phase 2 of the Project is designed and constructed to obtain LEED® Gold Certification and is carbon neutral; and
- ▶ Complete and commission the Project within an agreed schedule to deliver value and enable operational readiness.

The PAA outlines the three-limb compensation model that will apply to the NOPs. Once the PAA is executed, each NOP will be compensated separately with monthly progress payments. Details regarding the three-limb model can be found in the Draft PAA.

4.1.3 Alliance Organization and Project Governance

The overall Alliance structure and governance framework is illustrated below:



The Owner Participant role requires each Owner's ALT representative to act as one of the team and to adopt a best for project attitude in their behaviours and actions. The Owner anticipates nominating the individuals listed in Table 2 as members of the ALT.

The roles and responsibilities of the ALT, AMT and APT are described below.

4.1.4 Alliance Leadership Team

The ALT will be established to provide leadership and governance to the Alliance. The ALT will be comprised of one individual from each NOP, two individuals from the Owner, and one individual from Infrastructure BC. It is important to recognize that the Owner has two distinct roles – specifically:

- ▶ Owner-as-client
- ▶ Owner Participant



Table 2: Owner Participant’s Team ALT Nominees

Organization	Nominee
Vancouver Coastal Health Authority	Sharon Petty, Chief Project Officer & Executive Director Helen Tam, Chief Clinical Planner
Infrastructure BC	Jeff Good, Vice President

As defined in the PAA, a quorum for an ALT meeting requires the attendance of each NOP’s ALT representative and at least one ALT representative of the Owner Participant. Attendance by the Infrastructure BC ALT representative will not be a requirement for quorum.

All decisions of the ALT must be unanimous, and each ALT representative must have the appropriate delegation of authority to bind its respective organization to all ALT decisions.

4.1.5 Owner’s Representative

The owner-as-client will perform its obligations under the PAA through the Owner’s Representative who will be a senior executive from the Owner. The Owner’s Representative will exercise the rights and entitlements reserved to the Owner under the PAA and act as a liaison between the Alliance and Owner. The Alliance will be required to provide all assistance necessary to enable the Owner’s Representative to exercise the Owner’s rights and entitlements and perform Owner’s role and responsibilities under the PAA efficiently and effectively. For clarity, the Owner’s Representative will not be a member of the Alliance and will be independent of the ALT.

4.1.6 Owner Participant’s Team Resources

In line with a best for project basis and decision-making approach, the Owner Participant and Infrastructure BC will provide qualified staff to undertake roles on the AMT and APT bringing appropriate skills, experience, and leadership capabilities. These roles may include those outlined in Table 3 below.



Table 3: Owner Participant’s Team Resources

Anticipated Expertise	
Clinical	<ul style="list-style-type: none"> ▶ Clinical Operations Leadership ▶ Clinical Specialists ▶ Clinical Coordination & Administration ▶ Occupational Health & Safety ▶ Indigenous Health & Cultural Safety ▶ Infection Prevention & Control ▶ Clinical Informatics ▶ Biomedical Engineering
Technical	<ul style="list-style-type: none"> ▶ Maintenance, Operations & Life Cycle Management ▶ Energy and Environmental Sustainability ▶ Facility Design & Construction ▶ Site & Infrastructure Integration ▶ IMIT ▶ Equipment Planning ▶ Procurement & Supply Chain
Project Supports	<ul style="list-style-type: none"> ▶ Communications ▶ Community Engagement ▶ Financial Management ▶ Leadership & Organizational Development ▶ AMS Development ▶ Project Management ▶ Project Management Systems ▶ Administrative & Office Management ▶ Third Party Estimator ▶ Financial Auditor ▶ Alliance coaching & facilitation

4.2 Capability Matrix

The following table is based on preliminary assumptions on the skills and capabilities that may be provided by the Owner Participant and its consultants and those that the Owner anticipates the NOPs providing. Best for project skills and capabilities are those

that are to be sourced by the Alliance based on its assessment of resources that are best suited to deliver the Project. For clarity, all roles and responsibilities will be determined by the Alliance on a best for project basis.

Biographies of the Owner’s ALT, AMT and APM nominees are provided in the Data Room.

Table 3: Capability Matrix

Core Capability/Skill Area	Provided By:		
	Owner	NOPs	Best for Project
Alliance coach	✓		
DESIGN AND CONSTRUCTION			
Architecture and engineering design disciplines		✓	
Building commissioning planning & management		✓	
Clinical informatics	✓		
Cultural safety and humility training (project team and construction workforce)			✓
Design and construction management		✓	
Equipment planning & coordination			✓
Equipment procurement management (delivery, storage, set up, installation, site coordination, and commissioning)			✓
IMIT network and integration	✓		
IMIT procurement management (delivery, storage, set up, installation, site coordination, and commissioning)		✓	
Indigenous engagement	✓		
Miscellaneous technical consultants			✓
Permitting		✓	
Prime contractor		✓	
Quality assurance		✓	
Trades and labour supply		✓	



Core Capability/Skill Area	Provided By:		
	Owner	NOPs	Best for Project
User groups, subject matter experts and interested parties engagement and management			✓
DESIGN AND CONSTRUCTION SUPPORTS			
Communications	✓		
Community engagement	✓		
Project management controls and reporting (document control, records management, systems management)			✓
VCHA clinical and technical project team and subject matter expert supports	✓		
VCHA infection prevention and control practitioners	✓		
Supply Chain	✓		
HAND OVER AND START UP			
Defect management		✓	
Facility, systems and equipment training and orientation		✓	
Occupancy permit		✓	
Technical documentations (i.e., as-built drawings, O&M manuals, etc.)		✓	
ACTIVATION			
Change management	✓		
Clinical certifications (e.g., medical imaging)	✓		
Move planning & coordination			✓
Operational readiness, clinical commissioning, and super user training	✓		
Patient transfer	✓		



4.3 Key Result Areas

The KRAs are directly linked to project outcomes, resulting in financial gainshare or painshare. The gainshare/painshare will be determined by reference to the actual performance of the Alliance for the Key Performance Indicators that have been collaboratively developed between the Owner Participant and NOPs within the defined KRAs. The Owner has established the KRAs to achieve the Project Alliance Objectives as detailed in Table 5.

TABLE 4: KEY RESULT AREAS

KRA	KRA Objective	Weighting
Project Delivery and Activation	Deliver Substantial Completion by the agreed date.	30%
	Enable achievement of a fully operational hospital by the agreed date.	
Labour Objectives	Increase the number of apprentices and certified tradespeople in construction by increasing their percentages in the Project workforce.	10%
	Increase representation and diversity in construction through employment of those who self-identify as Indigenous or other Underrepresented Groups.	
Energy and Environmental Sustainability	Maximize energy efficiency, reduce greenhouse gas emission and carbon intensity, and optimize Whole of Life Cost of the facility.	20%
Alliance Culture	Generate and maintain a high-performing collaborative alliance culture.	15%
	Create a positive, inclusive, and safe culture within the alliance.	
Partnerships and Engagement	Maximize continuity of hospital operations during Alliance Works.	25%
	Engage key user groups and other defined internal and external subject matter experts and interested parties throughout the design	

KRA	KRA Objective	Weighting
	and construction and ensure that their feedback is considered and incorporated on a best for project basis.	
Total:		100%

4.4 Alliance Management System

The Alliance will develop and document its own policies, procedures, management systems, and plans in a comprehensive AMS to ensure strong and disciplined project controls and governance. The AMS will satisfy the collective corporate requirements of the Alliance, including the Owner, and will be used to guide and manage the Alliance in all its aspects.

The Alliance will develop and implement most of the AMS during the ADP, such as the management plans included in the Project Proposal and others required to undertake the Alliance Works. It is anticipated that further AMS development and approvals will be required after execution of the PAA. The AMS is developed by the AMT under the guidance of the ALT and may draw on pre-existing procedures and policies from participants of the Alliance.

The Draft PAA provides further detail regarding the AMS.

4.5 Target Cost Estimate

A key objective of the Single TOC Alliance Selection Process is to achieve the Project scope while staying within the Owner’s approved budget. The expectation is that all Participants will work together to ensure that the Project is delivered in a fiscally responsible manner.

4.6 Equipment and IMIT

The Alliance will complete the Project to accommodate all necessary equipment which will include all required electrical, IMIT, mechanical and plumbing connections, structural support, seismic restraints, and space for efficient access. The Project will be delivered to the tolerances and specifications as may be specified and required by the manufacturers or suppliers of the equipment in accordance with the PAA.



The equipment and IMIT lists will form part of Schedule 2 of the PAA, which will also outline responsibilities for the procurement of equipment and IMIT, allocating anticipated responsibility between the Participants and the Owner.

The Alliance will take full responsibility for the coordination, installation, integration, and commissioning of Owner provided equipment as part of the Alliance Works. All required equipment is expected to be installed prior to Substantial Completion.

4.7 Existing Hospital Interfaces

The Project will require various interfaces and interdependencies with the existing campus, clinical and operational support services, infrastructure, and buildings as described at a high-level in the Project Description Document in the RFP Data Room. It is anticipated that the planning, design and construction of the Project will address these requirements.

4.8 Financial Auditor

The Owner has appointed Deloitte LLP (the “Financial Auditor”) as the third-party Financial Auditor to conduct the establishment audit process and to provide ongoing auditing services for the Owner to ensure participants are complying with the ADA and PAA. In addition, the Financial Auditor will be responsible for certifying payments as per the PAA. Details on the Financial Auditor scope of services are included in the RFP Data Room.

4.9 Third Party Estimator

The Owner has appointed Turner & Townsend as the Third Party Estimator to provide an overall review and validation of the TOC.

The Third Party Estimator will work with the Participants to ensure that the Project Proposal meets the requirements of the ADA and PAA in respect of the Project scope and performance targets within the Project Proposal, and to develop a target validation report. Whilst the Third Party Estimator’s main focus will be the proposed TOC, the Third Party Estimator is also expected to validate related targets such as delivery schedules and other relevant aspects of the Project Proposal to ensure compliance with the ‘P50’ principle.

4.10 Phase 3 Integration

The Owner anticipates integrating Phase 3 into the Alliance during the delivery phase and, if so, the Owner may require the Alliance to prepare a proposal for Phase 3. Refer to Section 4.2 of the Draft PAA for further information.



The Owner expects to work within the Alliance through the ADP to collaboratively optimize the delivery of Phase 3.



5 RFP Participation Requirement

5.1 Participation Agreement

As a condition of participating in this RFP, each Proponent Team must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix E or otherwise acceptable to the Owner in its discretion. Proponent Teams will not be permitted to participate further in the Single TOC Alliance Selection Process until they have signed and delivered a Participation Agreement.



6 Submission Requirement

6.1 Submission Form and Content

RFP Submissions should be in the form and include the content described in Appendix A. Each Proponent Team may only submit one RFP Submission.



7 Submission Instructions

7.1 Submission Times and Submission Location

Proponent Teams must submit their RFP Submissions to the Submission Location by the Submission Time. The RFP Submission should be made up of the following:

- a) The RFP submission requirements described in Appendix A of this RFP;
- b) A completed RFP Submission Declaration Form in the form attached as Appendix B of this RFP; and
- c) A completed Relationship Disclosure Form in the form attached as Appendix C of this RFP.

7.2 Web-Based Platform for Submissions

A Proponent Team must submit its RFP Submission by upload to a secure web-based platform of its choosing and as agreed to by the Owner. The RFP Submission should be clearly marked “Request for Proposals Richmond Hospital Redevelopment Project: Phases 2 & 3”. Proponent Teams are responsible to arrange a test of the secure-web-based platform with the Contact Person at least five Business Days in advance of the Submission Time.

7.2.1 Electronic Submission

To facilitate the Owner’s evaluation, Proponent Teams should provide their RFP Submission in a number of separate files as specified in Appendix A of this RFP.

7.3 No Email or Hard Copy Submission

RFP Submissions submitted in hard copy or by email will not be accepted, except as specifically permitted in this RFP.

7.4 Language of Submissions

RFP Submissions should be in English. Any portion of an RFP Submission not in English may not be evaluated.

7.5 Receipt of Complete RFP

Proponent Teams are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted RFP



Submission will be deemed to have been prepared on the basis of this entire RFP issued prior to the Submission Time. The Owner accepts no responsibility for any Proponent Team lacking any portion of this RFP or any Addenda.

7.6 Enquiries

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

Proponent Teams are encouraged to submit Enquiries using the Enquiry Form (Appendix J) at an early date to permit consideration by the Owner and, in any event, no later than 15:00 Pacific Time on the day that is ten Business Days before the Submission Time.

The following applies to any Enquiry:

- a) responses to an Enquiry will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Owner;
- c) the Owner is not required to provide a response to any Enquiry;
- d) a Proponent Team may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent Team considers that the Enquiry is commercially confidential to the Proponent Team;
- e) if the Owner decides that an Enquiry marked “Commercial in Confidence”, or the Owner’s response to such an Enquiry, must be distributed to all Proponent Teams, then the Owner will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent Team does not withdraw the Enquiry, then the Owner may provide its response to all Proponent Teams;
- f) notwithstanding Sections 7.6 d) and e):
 - (1) if one or more other Proponent Teams submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent Team as “Commercial in Confidence”, the Owner may provide a response to such Enquiry to all Proponent Teams; and



- (2) if the Owner determines there is any matter which should be brought to the attention of all Proponent Teams, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the Owner may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponent Teams.

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

7.7 Electronic Communication

Proponent Teams should only communicate with the Contact Person by email. The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email or other electronic means where such email or other electronic communications or deliveries are permitted by the terms of this RFP:

- a) the Owner does not assume any risk or responsibility or liability whatsoever to any Proponent Team:
 - (1) for ensuring that any electronic email system being operated for the Owner or Infrastructure BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent Team’s transmission cannot be received; or
 - (2) if a permitted email or other electronic communication or delivery is not received by the Owner or Infrastructure BC, or received in less than its entirety, within any time limit specified by this RFP; and
- b) all permitted email communications with, or delivery of documents by email or other electronic means 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.

7.8 Addenda

The Owner may, in its discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral,



including written responses to Enquiries as provided by Section 7.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. The Owner will provide a copy of all Addenda to all Proponent Teams.

7.9 Intellectual Property Rights

a) Grant of Licence

Subject to Section 7.9 b), by submitting an RFP Submission, each Proponent Team will, and will be deemed to have:

- (1) granted to the Owner a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the Intellectual Property Rights) contained in the Proponent Team's RFP Submission, or that are otherwise disclosed by the Proponent Team to the Owner; and
- (2) in favour of the Owner, waived or obtained, a waiver of all moral rights contained in the RFP Submission.

Proponent Teams will not be responsible or liable for any use by the Owner or any sub-licensee or assignee of the Owner of any Intellectual Property Rights contained in an RFP Submission.

b) Exceptions to Licence

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



7.10 Definitive Record

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

7.11 Amendments to RFP Submission

A Proponent Team may amend any aspect of its RFP Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time.

A Proponent Team may not amend any aspect of its RFP Submission except as set out above.

7.12 Changes to Proponent Teams

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

- a) the Owner may refuse to permit a change to the composition of a Proponent Team if the change would, in the Owner's judgement, result in a weaker team than was originally shortlisted; or
- b) the Owner may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent Team or a Proponent Team Member, or changes to the legal relationship among the Proponent Team and/or Proponent Team Members, such as a relationship in place of the Proponent Team originally shortlisted.

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

In addition to changes under this Section 7.12, the Proponent Team may submit the written application to make a change to its Proponent Team along with their RFP Submission, as set out in Appendix A. For clarity, any information provided under this Section 7.12 may be taken into account in evaluating the RFP Submission as set out in Appendix A.

7.13 Material Change After Submission Time

A Proponent Team will give immediate notice to the Owner of any material change that occurs to a Proponent Team after the Submission Time, including a change to its membership or a change to the Proponent Team's financial capacity.



8 Evaluation

8.1 Mandatory Requirements

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

- a) The Proponent Team must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 5.1; and
- b) The RFP Submission must be received at the Submission Location before the Submission Time.

8.2 Evaluation

The Owner has established Evaluation Criteria on which Proponent Teams will be evaluated and scored throughout the Single TOC Alliance Selection Process. The Owner will evaluate the RFP Submissions by application of the Evaluation Criteria summarized below and provided in detail in Appendix A. It is intended that, in accordance with Table 6, certain evaluation scores from the RFQ phase will be carried forward into this RFP phase and may, at the Owner's discretion, be re-evaluated where new information becomes available, through a subsequent submission from a Proponent Team or as part of the RFP Workshops. Information obtained at a previous phase of the Single TOC Alliance Selection Process may be evaluated if relevant to a criterion assessed at a subsequent phase.

If there is any conflict between information provided at an earlier phase and a later phase, the most recent information will take precedence.

Table 5: Summary of Evaluation Criteria and Weightings by Phase

Criteria		RFQ	RFP
1	Relevant corporate experience and track record	50%	10%
2	Personal experience and demonstrated performance of nominated team	50%	25%
	ALT nominees, Alliance Project Manager (the “APM”), and other nominated AMT members		
	APT nominees and proposed organizational structure	N/A	
3	Approach to delivering value	N/A	25%
4	Demonstrated leadership and collaborative behaviours in action	N/A	40%

8.3 Evaluation Process

The Owner will evaluate and score each RFP Submission and each Proponent Team’s participation in the RFP Workshops against the criteria described both in Appendix A and in Section 8.3.2. The Owner may, in its discretion, also consider any or all additional information received from the steps described in Section 8.3.1 below.

Appendix A describes the Evaluation Criteria and indicates the weightings for each criterion. Scores will be awarded for how effectively the Proponent Team’s RFP Submission and participation in the RFP Workshops responds to the requirements set out in Appendix A, in a manner consistent with the Evaluation Criteria described in Table 8 of Appendix A.

The Owner will not evaluate an RFP Submission or the RFP Workshops if the RFP Submission has been rejected, or if the applicable Proponent Team has been disqualified, in accordance with this RFP.

8.3.1 Evaluation of RFP Submission and RFP Workshops

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



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

- a) Waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement, or failure to satisfy, and any resulting ineligibility on the part of the Proponent Team, or any Proponent Team Member;
- b) Independently consider, investigate, research, analyze, request, or verify any information or documentation whether or not contained in any RFP Submission or the RFP Workshops;
- c) Request interviews or presentations with any, all or none of the Proponent Teams to clarify any questions or considerations based on the information included in RFP Submissions or provided in the RFP Workshops, during the evaluation process, with such interviews or presentations conducted in the discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- d) Conduct reference checks relevant to the Project with any or all of the references cited in an RFP Submission and any other persons (including persons other than those listed by Proponent Teams in any part of their RFP Submissions) to verify any and all information regarding a Proponent Team, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Single TOC Alliance Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of RFP Submissions and the RFP Workshops;
- e) Conduct financial capacity, credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- f) Not proceed to review and evaluate, or discontinue the evaluation of any RFP Submission or RFP Workshop, and disqualify the Proponent Team from this RFP; and
- g) Seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent Team or in connection with any RFP Submission or RFP Workshop or any part of their component packages.



Without limiting the foregoing or Appendix A, the Owner may, in its discretion (and without further consultation with the Proponent Team), reject any RFP Submission which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains any false or misleading statement, claims or information, or (iii) finds any criminal affiliations or activities by a Proponent Team or Proponent Team Member.

To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent Team or any Proponent Team Member. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponent Teams and RFP Submissions or RFP Workshops, or in respect of any Proponent Team, including the Proponent Team whose RFP Submission or RFP Workshop is the subject of the review or evaluation, as the case may be.

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

Proponent Teams may not submit any clarifications, information, or documentation in respect of the RFP Submission after the Submission Time, without the prior written approval of the Owner or without an invitation or request by the Owner.

If any information, including information as to experience or capacity, contained in an RFP Submission or an RFP Workshop is not verified to the Owner's satisfaction, the Owner may, in its discretion, request verification of any information, and if the verification is not to the Owner's satisfaction, the Owner may decline to consider the information.

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



8.3.2 Evaluated RFP Workshops

Through the various interactions during this RFP, the Owner will evaluate each Proponent Team in relation to Criterion 4 (Demonstrated leadership and collaborative behaviours in action) as outlined below and in Appendix A.

In relation to the leadership capabilities of the Proponent Team's proposed alliance team members and overall capacity to be a high-performance team, the Owner anticipates this Alliance to set a high standard of performance for the delivery of the Project, embodying the true spirit of alliancing. To this effect, over the course of the RFP Workshops, the Owner will be looking to assess the leadership and management capabilities and experience of the Proponent Team as well as the Proponent Team's ability to work collaboratively with the Owner Participant's Team to generate effective and innovative solutions and plans.

The purpose of the Technical and Behavioural Workshops is to enable the Owner Participant's Team to experience what it feels like to work with the Proponent Team on various technical and cultural aspects of delivering the Alliance and to evaluate the Proponent Team's nominated Key Individuals, and overall approach, capability, and ability to demonstrate leadership and collaborative behaviours in action. To this end, the Owner will assess the following characteristics during the Technical and Behavioural Workshops and the Commercial Alignment Workshops:

- ▶ The leadership and collaborative behaviours and personal contributions of the ALT, and APM nominees as well as other Key Individuals demonstrated during RFP Workshops;
- ▶ The technical and managerial capabilities of Key Individuals and APT members demonstrated during RFP Workshops;
- ▶ The Proponent Team's ability to genuinely engage the Owner Participant's Team in a peer-like manner and to generate innovative solutions and plans;
- ▶ The Proponent Team's level of commitment and enthusiasm to delivering on Project Alliance Objectives; and
- ▶ The Proponent Team's overall capability to integrate with the Owner Participant's Team and create a high-performance culture.

In relation to behaviour demonstrated in the Commercial Alignment Workshops the Owner is mindful that delivery of the Project will involve navigating a wide range of

uncertainties, some of which will require Participants to resolve competing interests. It is important that the Proponent Teams demonstrate a fair and reasonable attitude to commercial alignment, and that commercial discussions are conducted in a way that promotes trust and fair dealings between the parties. For these reasons the Owner will assess the following characteristics during the Commercial Alignment Workshops:

- ▶ Extent to which the Proponent Team demonstrates a balanced approach to commercial discussions – including the ability to listen for understanding, willingness to consider all parties’ perspectives and legitimate needs, desire for equitable and mutually acceptable solutions, rather than only promoting its own self-interest and/or negotiating on the basis of entrenched positions;
- ▶ Sense of reasonableness regarding legal concerns and willingness to enter into an alliance relationship in which most risks are shared between the participants (to maximize collective performance and project success) rather than seeking to minimize its own exposure to risk (regardless of collective performance and project outcomes); and
- ▶ Extent to which the Proponent Team conducts itself honestly and with integrity during commercial discussions, including open discussion of its needs, expectations and constraints, willingness to:
 - Be open regarding its areas of concern and the reasons for these; and
 - To seek true alignment with all participants.

The Owner will not evaluate the Section-by-Section Review comments provided by the Proponent Team in relation to the Draft ADA or Draft PAA. The Owner expects and welcomes genuine and honest feedback and comments. Evaluation is restricted only to the Proponent Team’s behaviours demonstrated at the Commercial Alignment Workshops.

Except as may be expressly stated otherwise in this RFP, including Section 11.5 , the Owner will retain all information received from a Proponent Team during an RFP Workshop as strictly confidential, and will not disclose such information to the other Proponent Teams or any third party. The Owner may disclose such information to its consultants and advisors who are assisting or advising the Owner with respect to the Project.



9 Selection of Preferred Proponent Team

9.1 Selection and Award

The Owner anticipates that it will select a Preferred Proponent Team whose team members will become the NOPs. The Owner will invite the Preferred Proponent Team to enter into an ADA substantially in the form agreed with that Proponent Team during the Commercial Alignment Workshops.

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

- a) Inviting the next ranked Proponent Team to enter into an ADA substantially in the form agreed with that Proponent Team during the Commercial Alignment Workshops; or
- b) Terminate the Single TOC Alliance Selection Process entirely and proceed with some or all of the Project in some other manner, including using other contractors.

Any final approvals required by the Owner, such as from the Province, will be conditions precedent to the final execution of the ADA and commencement of the ADP.

It is the intention of the Owner that:

- c) Any issues with respect to the Draft ADA and Draft PAA will be discussed with each Proponent Team during the Commercial Alignment Workshops;
- d) Following the Commercial Alignment Workshops, the Owner will issue a final version of the Draft ADA and a Final Draft PAA incorporating the changes that have been agreed with the Proponent Teams during the Commercial Alignment Workshops; and
- e) Following the issue of a final version of the Draft ADA, the Draft ADA will not be further substantively modified and will be executed by the Preferred Proponent Team without further substantive amendment, except for changes, modifications, and additions:



- (1) to those provisions or parts of the Draft ADA that are indicated as being subject to completion or finalization, or which the Owner determines in its discretion require completion or finalization, including provisions that require modification or the insertion or addition of information relating to the Preferred Proponent Team (e.g., corporate, partnership or trust structure);
- (2) required by the Owner to complete, based on the RFP Submission, any provision of the final Draft ADA, including changes, modifications and additions contemplated in or required under the terms of the Draft ADA;
- (3) that are necessary to create or provide for a legally complete, enforceable, and binding agreement; or
- (4) that enhance clarity in legal drafting.

The Owner also reserves the right, in its discretion, to negotiate changes to the final Draft ADA.

Upon Contract Execution, except as stated in the RFP, the ADA, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) this RFP and the RFP Submission submitted in respect of the Preferred Proponent Team.

9.2 Debriefs

The Owner will conduct a debriefing on request from a Proponent Team within 60 days of ADA Execution or termination of the Single TOC Alliance Selection Process.

9.3 Compensation for Participation in The Single TOC Alliance Selection Process

The Owner will not provide any compensation to Proponent Teams for participating in the RFP stage of the Single TOC Alliance Selection Process.

10 Conflict of Interest and Relationship Disclosure

10.1 Reservation of Rights to Disqualify

The Owner reserves the right to disqualify any Proponent Team that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponent Teams), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent Team to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

10.2 Relationship Disclosure

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

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

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

10.3 Use or Inclusion of Restricted Parties

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



- a) To advise or otherwise assist the Proponent Team respecting the Proponent Team's participation in the Single TOC Alliance Selection Process; or
- b) As a Potential NOP or Guarantor or as an employee, advisor or consultant to the Proponent Team or a Potential NOP or Guarantor.

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

10.4 Current Restricted Parties

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

- ▶ Altus Group
- ▶ Boughton Law Corporation
- ▶ BTY Group
- ▶ Bunt & Associates Engineering
- ▶ Deloitte LLP
- ▶ dys architecture
- ▶ Inform Planning
- ▶ Norton Rose Fulbright Canada LLP
- ▶ PCI Group Pty Ltd;
- ▶ Singleton Urquhart Reynolds Vogel LLP; and
- ▶ Sue Melnychuk
- ▶ Turner & Townsend
- ▶ The Owner and Infrastructure BC, including their former and current employees who fall within the definition of Restricted Party.



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

10.5 Conflict of Interest Adjudicator

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

10.6 Request for Advance Decision

A Proponent Team or a prospective member or advisor of a Proponent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent 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 by submitting to the Contact Person, not less than 15 Business Days prior to the Submission Time, by email, the following information:

- a) Names and contact information of the Proponent Team 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 Owner may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Owner refers the request to the COI Adjudicator, the Owner may make its own submission to the COI Adjudicator.

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

10.7 The Owner May Request Advance Decisions

The Owner may also independently make advance decisions or may seek an advance decision from the COI Adjudicator, where the Owner identifies a potential conflict, unfair



advantage, or a person who may be a Restricted Party. The Owner will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the Proponent Team, and may give notice to the possible Restricted Party so that it may make its own response to the COI Adjudicator.

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

10.8 Decisions Final and Binding

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

The Owner may provide any decision by the Owner or the COI Adjudicator regarding conflicts of interest to all Proponent Teams if the Owner, at its discretion, determines that the decision is of general application.

10.9 Shared Use

A Shared Use Person is a person identified by the Owner as eligible to do work for more than one Proponent Team, including a person who has unique or specialized information or skills such that the Owner considers in its discretion their availability to all Proponent Teams to be desirable in the interests of the Single TOC Alliance Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent Team.

No Shared Use Persons have been identified for this Project.

10.10 Exclusivity

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

If a Proponent Team contravenes the foregoing, the Owner reserves the right to disqualify the Proponent Team or may permit the Proponent Team to continue and



impose such conditions as may be required by the Owner. Each Proponent Team is responsible, and bears the onus, to ensure that the Proponent Team, its Proponent Team Members, and their respective Affiliated Persons do not contravene the foregoing.

A Proponent Team or a prospective Proponent Team Member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:

- a) To request an advance decision on matters related to exclusivity, the Proponent Team or prospective Proponent Team Member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:
 - (1) names and contact information of the Proponent Team or prospective Proponent Team Member making the disclosure;
 - (2) a description of the relationship that raises the possibility of non-exclusivity;
 - (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Single TOC Alliance Selection Process; and
 - (4) copies of any relevant documentation.

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

10.10.1 Exclusivity – the Owner May Request Advance Decisions

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



provide the COI Adjudicator with relevant information in its possession. If the Owner seeks an advance decision from the COI Adjudicator, the Owner will give notice to the Proponent Team so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent Team to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Owner may require that the Proponent Team make an application under Section 10.10

10.10.2 Exclusivity – Decisions Final and Binding

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

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

11 RFP Terms and Conditions

11.1 No Obligation to Proceed

This RFP does not commit the Owner to select a Preferred Proponent Team or enter into an ADA, and the Owner reserves the complete right to at any time reject all RFP Submissions, and to terminate this RFP and the Single TOC Alliance Selection Process and proceed with the Project in some other manner.

11.2 No Contract

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

11.3 Freedom of Information and Protection of Privacy Act

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

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

11.4 Cost of Preparing the Submission

Each Proponent Team is solely responsible for all costs it incurs in the preparation of its RFP Submission, including all costs of providing information requested by the Owner, attending meetings, and conducting due diligence.

11.5 Confidentiality of Information

Subject to the conditions in Schedule 1 of the Participation Agreement, all information pertaining to the Project received by any Proponent Team or Proponent Team Member



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

The Owner has engaged Infrastructure BC. Infrastructure BC has been, and continues to be, involved in other projects, and the Owner may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 8.3.2 and Section 7.6, the Owner may, in its discretion, disclose information that is available from the Project to Infrastructure BC and other projects, and may obtain information from other projects.

11.6 General Reservation of Rights

The Owner reserves the right, at its discretion, to:

- a) Amend the scope of the Project and/or modify, cancel, or suspend the Single TOC Alliance Selection Process at any time for any reason;
- b) Accept or reject any RFP Submission based on the Owner’s evaluation of the RFP Submissions and the RFP Workshops in accordance with Appendix A;
- c) Reject an RFP Submission that fails to meet the Mandatory Requirements;
- d) Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to an RFP Submission or failure to comply with the requirements of this RFP except for Mandatory Requirements, and accept that RFP Submission even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the RFP Submission null and void;
- e) Reject, disqualify, or not accept any or all RFP Submissions without any obligation, compensation, or reimbursement to any Proponent Team or any of its team members;



- f) Re-advertise for new RFP Submissions to this or a modified RFP, call for quotes, proposals, or tenders, or enter into negotiations for this Project or for work of a similar nature;
- g) Make any changes to the terms of the business opportunity described in this RFP;
- h) Negotiate any aspects of a Proponent Team's RFP Submission;
- i) Extend the time available for any RFP Workshop for one or all Proponent Teams; and
- j) Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponent Teams.

11.7 No Collusion

Proponent Teams and Proponent Team Members, their employees and representatives involved with the RFP Submission, will not discuss, or communicate, directly or indirectly, with any other Proponent Team or any director, officer, employee, consultant, advisor, agent, or representative of any other Proponent Team (including any Proponent Team Member of such other Proponent Team) regarding the preparation, content, or representation of their RFP Submissions.

By submitting an RFP Submission, a Proponent Team, on its own behalf and as authorized agent of each firm, corporation, or individual member of the Proponent Team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its RFP Submission has been prepared without collusion or fraud, and in fair competition with RFP Submissions from the other Proponent Teams.

11.8 No Lobbying

Proponent Teams, Proponent Team Members, and their respective directors, officers, employees, consultants, agents, advisors, and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Single TOC Alliance Selection Process, including for the purpose of influencing the outcome of the Single TOC Alliance Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Single TOC Alliance Selection Process, directly or indirectly, with any representative of the Owner, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly), any Restricted Parties, or any director, officer,



employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

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

11.9 Ownership of Submissions

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

11.10 Fairness Reviewer

The Owner has appointed John Singleton, K.C. (the “Fairness Reviewer”) to monitor the Single TOC Alliance Selection Process. The Fairness Reviewer will act as an independent observer of the fairness of the implementation of the Single TOC Alliance Selection Process, up to the selection of a Preferred Proponent Team. The Fairness Reviewer will provide a written report to the Owner that the Owner will make public.

The Fairness Reviewer will be:

- a) provided with full access to all documents, meetings and information related to the evaluation processes under this RFP that the Fairness Reviewer, in its discretion, decides is required; and
- b) kept fully informed by the Owner of all documents and activities associated with this RFP.

Proponent Teams may contact the Fairness Reviewer directly with regard to concerns about the fairness of the Single TOC Alliance Selection Process.

11.11 Disclosure and Transparency

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

The Owner expects to publicly disclose the following information during this stage of the Single TOC Alliance Selection Process:

- a) The RFP;



- b) The number of Proponent Teams; and
- c) The name of each NOP participating on a Proponent Team.

Following ADA Execution, the Owner expects to publicly disclose:

- d) The Fairness Reviewer's report; and
- e) The name of each NOP that is a signatory to the ADA.

Following PAA Execution, the Owner expects to publicly disclose:

- f) the final PAA excluding those portions that may be redacted pursuant to the application of FOIPPA.

Each Proponent Team agrees that:

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

11.12 Legal Advisor

The Owner has appointed Norton Rose Fulbright Canada LLP as the Owner's legal counsel and as a result each firm is a Restricted Party. By submitting an RFP Submission, the Proponent Team, and each Proponent Team Member, expressly consents to Norton Rose Fulbright continuing to represent the Owner for all matters in relation to this RFP and the Project, including any matter that is adverse to the Proponent Team, or any Proponent Team Member or any of their respective related parties, despite any information of the Proponent Team, or any Proponent Team Member or any of their respective related parties, and any solicitor-client relationship that the Proponent Team, or any Proponent Team Member or any of their respective related parties, may have had, or may have, with Norton Rose Fulbright in relation to



matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent Teams', or relevant Proponent Team Members', rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

11.13 Limitation of Damages

Each Proponent Team on its own behalf and on behalf of any Proponent Team Member:

- a) Agrees not to bring any Claim against the Owner or Infrastructure BC or any of their employees, advisors, or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent Team in preparing its RFP Submission for any matter in respect of this RFP or Single TOC Alliance Selection Process, including:
 - (1) if the Owner accepts a non-compliant submission or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Single TOC Alliance Selection Process; or
 - (2) if the Project or Single TOC Alliance Selection Process is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP; and

- b) waives any and all Claims against the Owner or Infrastructure BC or any of their employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent Team for any reason, including:
 - (1) if the Owner accepts a non-compliant submission or otherwise breaches or fundamentally breaches the terms of this RFP or the Single TOC Alliance Selection Process; or
 - (2) if the Project or Single TOC Alliance Selection Process is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Owner exercises any rights under this RFP.



12 Definitions and Interpretation

12.1 Definitions

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Draft ADA or the Draft PAA.

In this RFP:

“Alliance Development Agreement” or **“ADA”** means the agreement between the Preferred Proponent Team and the Owner executed prior to the start of the ADP.

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

“Adjustment Event” has the meaning set out in the Draft PAA.

“Adjustment Event Guidelines” means guidelines developed between each Proponent Team and the Owner during the Adjustment Event Guidelines Workshops that will determine a narrow set of events that will lead to an adjustment to the target outturn cost and/or the KRA targets.

“Alliance Development Phase” or **“ADP”** means the alliance development phase as described in the Request for Qualifications, and as set out in the ADA.

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

- a) a corporation and
 - (1) a person by whom the corporation is controlled,
 - (2) each member of an affiliated group of persons by which the corporation is controlled, and
 - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2);
- b) two corporations, if

- (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
- d) a partnership and a majority-interest partner of the partnership;
- e) two partnerships, if
- (1) the same person is a majority-interest partner of both partnerships,
 - (2) a majority-interest partner of one partnership is affiliated with each member of a majority-interest group of partners of the other partnership, or
 - (3) each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
- f) a person and a trust, if the person
- (1) is a majority-interest beneficiary of the trust, or
 - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and
- g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and



- (1) a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
- (2) a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority-interest group of beneficiaries of the other trust, or
- (3) each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

“**Alliance**” means the collaborative arrangements formed to perform the Alliance Works.

“**Alliance Early Works**” means early Project works conducted by the Alliance in accordance with the ADA and in advance of execution of the PAA.

“**Project Alliance Objectives**” has the meaning set out in Section 1.3.

“**Alliance Team Charter**” means a document that defines the Alliance vision, values, and behaviours.

“**Alliance Works**” means the design and construction of the Project pursuant to the Project Alliance Agreement.

“**ALT**” means the Alliance Leadership Team.

“**AMS**” means the Alliance Management System.

“**AMT**” means the Alliance Management Team.

“**APM**” means the Alliance Project Manager.

“**APT**” means the alliance project team that will support the AMT.

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

“**Business-to-Business Networking Session**” has the meaning set out in Section 3.4.

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



“Commercial Alignment Workshop” has the meaning set out in Section 2.7.

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

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

“Contract Execution” means the time when the ADA has been executed and delivered and all conditions to the effectiveness of the ADA have been satisfied.

“RFP Data Room” has the meaning set out in Section 2.8.

“Draft ADA” means the draft alliance development agreement attached as Appendix H to this RFP.

“Draft PAA” means the draft project alliance agreement attached as Appendix I to this RFP.

“Establishment Audit” means an audit conducted by the Financial Auditor on each prospective NOP during the Single TOC Alliance Selection Process with the following goals:

- a) to ensure that all prospective NOPs are clear on how open book compensation will work in detail under the ADA and PAA; and
- b) to help the parties align on arrangements for the compensation model in a manner that creates a sound foundation for the collaborative relationship.

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

“Evaluation Criteria” means the criteria referred to in Appendix A, Part 2, Table 8.

“Fairness Reviewer” has the meaning set out in Section 11.10.

“Final Draft PAA” means the draft project alliance agreement following the conclusion of the Commercial Alignment Workshops.

“Financial Auditor” means the advisor retained by the Owner to conduct Establishment Audits during the Single TOC Alliance Selection Process and conduct Project financial audits during the execution of the PAA.



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

“GST” means Goods and Services Tax.

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

“IMIT” means information management and information technology.

“Infrastructure BC” means Infrastructure BC Inc.

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

“Key Individuals” of a Proponent Team means the specific individuals, exclusive to the Proponent Team, nominated to the following roles (or equivalent), as identified in the Proponent Team’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP.

- a) Nominated Alliance Leadership Team members;
- b) Nominated Alliance Project Manager; and
- c) Nominated Alliance Management Team members.

Key Individuals may not be nominated to multiple roles. A Key Individual role may only be filled by one individual. Key Individuals must be an employee of, or independent contractor directly engaged by a NOP.

“KRA” has the meaning set out in Section 4.3.

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

“NOPs” means Non-Owner Participants.

“Norton Rose Fulbright” has the meaning set out in Section 11.12.



“**OBC**” means the Owner’s budget critique.

“**OBCR**” means the Owner’s budget critique report.

“**OBE**” means the Owner’s budget estimate.

“**OID**” means the Owner’s indicative design.

“**OIDC**” means the Owner’s indicative design critique.

“**OIDCR**” means the Owner’s indicative design critique report.

“**Owner**” means the Vancouver Coastal Health Authority acting as the client in the Alliance.

“**Owner Participant**” means the Vancouver Coastal Health Authority acting as one of the Participants in the Alliance.

“**Owner Participant’s Team**” has the meaning set out in Section 4.1.6.

“**Owner’s Representative**” has the meaning set out in Section 4.1.5.

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

“**Participants**” means the Owner Participant and the NOPs.

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

“**PCI**” means PCI Group Pty Ltd.

“**Positive Guidance Workshops**” has the meaning set out in Section 2.3.

“**Potential NOP**” means any firm or organization that has been identified by the Proponent Team as intending to enter into the PAA as a NOP.

“**Preferred Proponent Team**” means the Proponent Team selected by the Owner pursuant to the RFP and to finalize the ADA.

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



“Project Description” means the document prepared by the Owner to guide the Alliance in developing its Project Proposal and included in the RFP Data Room.

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

“Proponent Team” means the Potential NOPs, Key Individuals, and Guarantor(s), as identified in the Proponent Team’s RFQ Response and as may have been changed pursuant to the RFQ or as may be changed pursuant to this RFP or the ADA or the PAA.

“Proponent Team Member” means any member of a Proponent Team.

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

“Province” means the Province of British Columbia.

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

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

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

“RFP Workshops” means, collectively the Technical and Behavioural Workshops, and the Commercial Alignment Workshops.

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

“Restricted Party” means those persons (including their former and current employees) who had, or currently have, participation or involvement in the Single TOC Alliance Selection Process or the design, planning, or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Proponent Team that is not, or would not reasonably be expected to be, available to the other Proponent Teams.



“Section-By-Section Review” means a form substantially as set out in Appendix D.

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

“Single Target Outturn Cost Alliance Selection Process” or **“Single TOC Alliance Selection Process”** means the overall process for the selection of a Preferred Proponent Team for the Project, including this RFP.

“Submission Declaration Form” means a form substantially as set out in Appendix B, or as otherwise acceptable to the Owner.

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

“Submission Requirements” means the requirements described in Appendix A.

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

“TCE” means target cost estimate, or the risk adjusted cost to deliver the Alliance works as developed by the Alliance during the ADP and submitted with the Project Proposal.

“Technical and Behavioural Workshop” has the meaning set out in Section 2.6.

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

“TOC” means the Target Outturn Cost as defined in the PAA.

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

12.2 Interpretation

In this RFP:

- a) any action, decision, determination, consent, approval, or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner which may be exercised for purposes connected with this RFP or otherwise in the interests of the Owner;
- b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- e) the word “including” when used in this RFP is not to be read as limiting;
- f) all dollar values are Canadian dollars unless otherwise indicated;
- g) all time references are to the 24-hour time clock system unless otherwise indicated;
- h) 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
- i) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

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



APPENDIX A Submission Contents and Evaluation of Proposals

Part 1. RFP Submission Guidelines

Submissions should:

- a) include a title page file clearly marked with the words, “RFP Submission – Richmond Hospital Redevelopment Project: Phases 2 & 3”;
- b) include all the information requested in this Appendix A. Materials provided that are not requested in this Appendix A may not be evaluated, at the discretion of the Owner;
- c) be limited to 60 pages for Package 2, excluding any Key Individuals’ or APT resumes **and** any information that is required to be submitted in support of a Change to a Proponent Team under Section 7.12 of the RFP. Key Individuals and APT resumes should not exceed 4 pages each. Materials submitted which exceed the page limit may not be evaluated, at the discretion of the Owner.
- d) be formatted to be printed on 8.5” x 11” page size with a minimum font size of 11 point unless otherwise specified; and
- e) be submitted as follows:



TABLE 6: RFP SUBMISSION PACKAGES

Package	Contents	Electronic Submission
Package 1	<p>Introduction, Forms and Nominated Projects (see Section 1 of Part 3 of this Appendix A)</p> <p>If there are changes to the Proposed Team under Section 7.12 of the RFP the requested information should be included in Package 1.</p>	<p>The RFP Submission is to be uploaded to the Contact Person in accordance with Section 7.2. Proponent Teams should upload the following electronic files:</p> <ol style="list-style-type: none"> 1) a consolidated file containing the entire RFP Submission; 2) an individual file for each of Packages 1, 2 and 3.
Package 2	<p>RFP Submission including Sections 2.2.2, 2.2.3 and 2.3 of Part 3 of this Appendix A.</p> <p>If there are changes to the Proposed Team under Section 7.12 of the RFP the requested information should be included in Package 2.</p>	
Package 3	<p>Financial information including Section 3.2 of Part 3 of this Appendix A).</p>	



Package	Contents	Electronic Submission
	If there are changes to the Proposed Team under Section 7.12 of the RFP the requested information should be included in Package 3.	



Part 2. Evaluation

Evaluation Criteria

The Owner will evaluate the RFP Submissions and the RFP Workshops by applying the Evaluation Criteria and weighting in Table 8 below.

TABLE 7: EVALUATION CRITERIA AND WEIGHTING

Criteria	Evaluation Criteria	Carried forward from RFQ	Weighting
Criteria 1 - Relevant Corporate Experience and Track Record	2.1.1 Corporate experience and performance in technically comparable work	Yes	10%
	2.1.2 Corporate experience and performance in collaborative contracts	Yes	
	2.1.3 Corporate experience with Indigenous participation, apprenticeships, and development of a diverse workforce	Yes	
Criteria 2 – Personal Experience and Demonstrated Performance of	2.2.1 Key Individuals’ experience: Alliance Leadership Team nominees Alliance Project Manager nominee Alliance Management Team nominees	Yes	25%
	2.2.2 Alliance Project Team nominees	No	



Criteria	Evaluation Criteria	Carried forward from RFQ	Weighting
Nominated Team Members ²	2.2.3 Proposed organizational structure chart and supporting information	No	
Criteria 3 – Approach to Delivering Value	2.3.1 Approach to ADP including processes to develop a robust and value focused TOC	No	25%
	2.3.2 Owner’s budget critique (“OBC”)	No	
	2.3.3 Quality and content of Owner’s indicative design critique (“OIDC”)	No	
	2.3.4 Approach to developing a high-performing one-team culture	No	
Criteria 4 - Demonstrated Leadership and Collaborative Behaviours in Action ³	Demonstrated leadership capabilities and collaborative behaviours of the ALT nominees	No	40%
	Demonstrated leadership and management capabilities and collaborative behaviours of the nominated APM	No	
	Demonstrated leadership and management capabilities of the AMT and APT Nominees	No	
	Overall evidence of capacity to be a high-performance team	No	

² scores for Relevant Corporate Experience and Track Record and ALT, APM, and AMT nominees will carry forward from the RFQ into the RFP and be re-weighted as per Table 8. New information requested in the RFP for Criteria 2, the APT nominees and the proposed organizational structure chart and supporting information will be evaluated and incorporated within the weighting shown in Table 8.

³ Criteria 4 will be evaluated solely through the RFP Workshops



Criteria	Evaluation Criteria	Carried forward from RFQ	Weighting
	Fair and reasonable behaviour demonstrated in Commercial Alignment Workshops	No	
Total			100%

DISQUALIFICATION OF RFP SUBMISSIONS

Without limitation, the Owner may, in its discretion, disqualify an RFP Submission if:

- a) background investigations reveal any criminal affiliations or activities by the Proponent Team or a Proponent Team Member and such affiliations or activities would, in the opinion of the Owner, interfere with the integrity of the Single TOC Alliance Selection Process; or
- b) the RFP Submission includes a false or misleading statement, claim or information.

The Proponent Team and any Proponent Team Member may be required to undertake a criminal-records check in order to participate in the Project.



Part 3. RFP Submission Requirements

The RFP Submission should address the requirements set out in the table below. Proponent Teams should use the section numbers and corresponding titles shown in these tables in their RFP Submissions to assist the Owner in the evaluation in accordance with Appendix A.



TABLE 8: RFP SUBMISSION REQUIREMENTS

Section	Title	Contents
1.	Introduction, Forms and Nominated Projects	
1.1	Forms	<ul style="list-style-type: none"> a) Transmittal Letter; b) Submission Declaration Form (see Appendix B) signed by the Proponent Team; c) A table containing the names and company names of the Key Individuals; d) Relationship Disclosure Form (see Appendix C) signed by the Proponent Team; e) Name and contact details for the Proponent Team’s Contact Representative. The Proponent Team’s Contact Representative will be the only person to receive communication from the Contact Person regarding this RFP. <ul style="list-style-type: none"> i. Name; ii. Employer; iii. Mailing/courier addresses; iv. Telephone number; and v. Email address.
1.2	Proposed Respondent Team and Organization	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.



Section	Title	Contents
1.3	Nominated Projects	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.
2.	Package 2	
2.1	Criteria 1 – Relevant Corporate Experience and Track Record	
2.1.1	Corporate Experience and Performance in Technically Comparable Work	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.
2.1.2	Experience and Performance in Collaborative Contracts	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.
2.1.3	Indigenous Participation, Apprenticeships, and Development of a Diverse Workforce	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.
2.2	Criteria 2 – Personal Experience and Demonstrated Performance of the Nominated Team Members	
2.2.1	Key Individuals: <ul style="list-style-type: none"> • Alliance Leadership Team nominees • Alliance Project Manager nominee • Alliance Management Team nominees 	Only required for the ALT, APM, and AMT nominees if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.



Section	Title	Contents
2.2.2	Alliance Project Team	<p>a) Describe the experience, capability, and suitability of the APT nominees for the Project, in supporting and delivering projects of this nature, including capacity to add value to the Project and lessons learned from working in collaborative contracts and/or integrated project team arrangements.</p> <p>b) Provide a resume for up to fifteen (15) of the APT nominees. At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name, professional qualifications/designation(s), and a summary of education. ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past ten (10) years. Proponent Teams are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the Owner. References should be current employees of the project owner. iii. Provide a list of past relevant projects and positions held by each of the APT nominees within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each past relevant project and how this experience supports the capability



Section	Title	Contents
		<p>of the respective APT member for the proposed role in the Project.</p> <p>c) Describe the availability of each of the above APT nominees including percentage of time the APT nominee will dedicate to each phase of the Project by the following four phases: ADP, design, construction, and commissioning.</p> <p>d) Describe any foreseeable time constraints that will impact each of the above APT nominees' ability to perform according to the anticipated timeline in Section 2.1.</p>
2.2.3	Organizational Structure	<p>a) The Proponent Team is to submit two proposed organizational charts, one for the ADP and one for the post PAA execution phase of the Alliance, including providing details of the roles, responsibilities, and lines of reporting for each phase. At a minimum, each organizational chart should:</p> <p>b) identify all personnel required during the ADP, and post PAA Phase reflecting design, construction, and commissioning stages of the Project, including all Key Individuals and APT nominees listed (in Section 2.2 of this Appendix) and any other key roles as necessary;</p> <p>i. include the availability and commitment of each Key Individual and APT nominee as a % of a full time equivalent (for all phases);</p>



Section	Title	Contents
		<ul style="list-style-type: none"> ii. include the name and working location of each Key Individual and APT nominee; iii. include the firm name and working location of any proposed subcontractors and/or subconsultants (noting the provisions of Section 3.5 of the RFP); and iv. with reference to the list of Owner Participant’s Team resources in section 4.2.5, identify potential positions in the structure that could be allocated to the Owner Participant’s Team during the ADP and post PAA execution phase, including the Owner and Infrastructure BC personnel. <p>c) The Proponent Team should provide a detailed explanation of all the proposed roles, positions and their primary responsibilities as outlined in the organizational charts.</p> <p>d) The Proponent Team should provide a proposed successor for each Key Individual and rationale for their nomination and describe the plan for ensuring successor readiness to take on their nominated roles.</p> <p>Suggested page count:</p> <ul style="list-style-type: none"> ▶ Organization charts – two 11x17” pages in total for ADP and post PAA execution phase.



Section	Title	Contents
		<ul style="list-style-type: none"> ▶ Five pages to present supporting information.
2.3	Criteria 3 – Approach to Delivering Value	
2.3.1	Approach to ADP Including Process to Develop a Robust and Value Focused TOC	<ul style="list-style-type: none"> a) Clearly demonstrate the proposed approach for the ADP. Specifically, describe the Proponent Team’s approach to the following: <ul style="list-style-type: none"> i. Establishing and rapidly mobilizing and co-locating the integrated Alliance team; and ii. Efficient subject matter experts, interested parties and user group consultations during the development of the design solution, and its approach to achieving a best-for project design solution that incorporates input from and seeks to inform external subject matter experts and interested parties. b) Outline how the Proponent Team will advance evidence informed technical and clinical design development and management, including how innovative and evidence-based solutions will be identified and developed in collaboration with the Owner Participant’s Team, its subject matter experts, interested parties, user groups and local communities. Describe any planning and approval requirements required for success.



Section	Title	Contents
		<p>c) Provide an interim TCE development plan in accordance with the TCE development plan brief provided in the RFP Data Room that will ensure the Alliance develops a robust and value focused TOC.</p> <p>Suggested page count:</p> <ul style="list-style-type: none"> ▶ 6 pages for both a) & b) ▶ 12 pages for interim TCE development plan
2.3.2	Owner’s Budget Critique	<p>Review the OBE for the Project, located in the RFP Data Room, and provide an Owner’s budget critique report (“OBCR”).</p> <p>The OBCR must be concise, providing the information requested below and related relevant data.</p> <p>The OBCR should be presented with the following sections.</p> <p>Budget Review: based on the design information provided in the RFP Data Room, provide comments on the OBE estimates in the following categories:</p> <ul style="list-style-type: none"> ▶ Direct Costs: Review and comment on:



Section	Title	Contents
		<ul style="list-style-type: none"> ○ The build-up of each major element of direct costs, including substructure, structure, exterior cladding, interior partitions, vertical movement, interior finishes, fittings and equipment, electrical, mechanical, general requirements, and site development; ○ Inputs to the costs including quantity, unit rate, \$/m2 and percentage of overall budget; ○ Provisions for risk and escalation; ○ Build-up of indirect costs including categories and reasonableness of indirect cost allowances; ○ Comment on the accuracy and relevance of assumptions used for the OBE. The Owner is particularly interested in the Proponent Team's view of any items that may have been omitted from (or over-provided) within the OBE; and ○ Any other key issues with the OBE identified by the Proponent Team.



Section	Title	Contents
		<p>Relevant Benchmarking Data: Identify relevant benchmarking data that may assist in validating the OBE, include such items as the ratio of indirect to direct costs, and productivity data. Provide any other benchmarking data that the Proponent Team believes may be relevant to this Project.</p> <p>Suggested page count: 15 pages</p>
2.3.3	Indicative Design Critique	<p>Review the Owner’s indicative design (“OID”) for the Project, located in the RFP Data Room, as part of the Owner’s indicative design critique brief, and provide an Owner’s indicative design critique report (“OIDCR”).</p> <p>The OIDCR must be concise, providing the information requested below and relevant supporting data.</p> <p>The OIDCR should be presented with the following sections:</p> <ul style="list-style-type: none"> a) Comments on the current design information, including adequacy of the design and inputs required to progress the design to the point where a robust TOC can be developed, during the ADP. b) Potential deficiencies and risks in the indicative design, including an OBE impact (up or down) to address any significant problems which are



Section	Title	Contents
		<p>apparent (including outline basis of quantification e.g. area x unit cost).</p> <p>c) Viable improvement opportunities including layout, access, workflow, architecture, overall building envelope design innovations, and constructability which have a realistic likelihood of improving value in the solution, including an OBE impact (potential saving) associated with each significant opportunity (including outlining the basis of quantification).</p> <p>Proponent Teams should consider and address (to the extent they believe relevant) the following aspects as either deficiencies or value improvement opportunities:</p> <ul style="list-style-type: none"> ▶ Front of building access. ▶ Emergency Department Access. ▶ South Tower Access. ▶ Inpatient and critical care access. ▶ Infrastructure considerations for electrification including space requirements.



Section	Title	Contents
		Suggested page count: 10 pages
2.3.4	Approach to Developing a High Performing One Team Culture	<p>Outline the specific measures the Proponent Team expects to take to achieve cultural integration and a high-performance team in the following areas:</p> <ul style="list-style-type: none"> a) initial cultural integration activities and steps to lay the foundation for high performance and embed alliance values. b) initiatives and/or tools to generate innovation and high performance to achieve outstanding outcomes for the life of the alliance. <p>Suggested page count: 2 pages</p>
3.	Financial Capacity	
3.1	Financial Capacity	Only required if there are proposed Changes to the Proponent Team in accordance with Section 7.12 of the RFP.



APPENDIX B RFP Submission Declaration Form

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

[RFP Proponent Team's Letterhead]

To: Vancouver Coastal Health Authority
c/o Infrastructure BC Inc.
1220, 800 West Pender St.
Vancouver, B.C., V6C 2V6

Attention: Silvia Koteva

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

1. Submission

- (a) this RFP Submission Declaration has been duly authorized and validly executed by the Proponent Team;
- (b) the Proponent Team is bound by all statements and representations in its RFP Submission;
- (c) its RFP Submission strictly conforms with this RFP and that any failure to strictly conform with this RFP may, in the discretion of the Owner, be cause for rejection of its RFP Submission;
- (d) its RFP Submission is made without collusion or fraud; and
- (e) the Owner reserves the right to verify information in its RFP Submission and conduct any background investigations including criminal record investigations, verification of the RFP Submission, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent



Team Members, and by submitting an RFP Submission, the Proponent Team and each Proponent Team Member agrees that they consent to the conduct of all or any of those investigations by the Owner.

2. Acknowledgements with Respect to the RFP

- (f) the Proponent Team and each Proponent Team Member has received, read, examined, and understood the entire RFP including all of the terms and conditions, all documents listed in this RFP Table of Contents, and any and all Addenda;
- (g) the Proponent Team and each Proponent Team Member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (h) the Proponent Team's Contact Representative identified below is fully authorized to represent the Proponent Team and each Proponent Team Member in any and all matters related to its RFP Submission, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and
- (i) the Proponent Team has disclosed all relevant relationships of the Proponent Team and each Proponent Team Member, in accordance with the instructions and format outlined in the Relationship Disclosure Form.

3. Consent of Proponent Team

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



4. The Proponent Team consists of:

Name of Proponent Team Member - Firm	Address	Role on Team

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

Any individuals mentioned in the RFP Submission should be included in the table above.

PROPONENT TEAM'S CONTACT REPRESENTATIVE

Name

Name of Employer

Address

Email Address



Name of Proposed NOP

Name of Authorized Signatory

Telephone

Signature

This form is to be signed by each Proposed NOP in its own name.



APPENDIX C Relationship Disclosure Form

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

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

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

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

(Each Proposed NOP to submit one Relationship Disclosure Form. Add additional pages as required).

Name of Proponent Team

Name of Firm – Proposed NOP

Address

Email Address



Telephone

Name of Authorized Signatory for Proposed NOP

Signature



APPENDIX D Section-by-Section Review

Richmond Hospital Redevelopment Project: Phases 2 & 3

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

1. Purpose of Section-By-Section Review

The Draft ADA and Draft PAA have been provided as a starting point for joint development of the final agreements, which will be further developed during the Commercial Alignment Workshops. Your feedback on the drafts will assist this process.

The aim of this pro-forma feedback document is to ensure that Owner has a full understanding of the Proponent Team’s views on the Draft ADA and Draft PAA including details of any suggestions for improvement. This will enable the Commercial Alignment Workshops to proceed efficiently.

Any sections of the Draft ADA and Draft PAA that are not commented on, will be deemed acceptable to the Proponent Team.



2. Proponent Team feedback ranking and commentary

Please complete the attached Section-By-Section Review form for both the Draft ADA and Draft PAA, assigning one of the following codes against each section to indicate the criticality of each comment.

Ranking	Meaning
1	Major concern – actual or potential no-bid issue – Proponent Team is likely unable to enter into the agreement as drafted.
2	Medium concern – material to Limb 2 and/or (subject to clarifying Owner’s intention) may impact Proponent Team’s ability to enter into the agreement.
3	Minor concern – not material to Limb 2 or ability to execute, but Proponent Team suggests significant change.
4	Typographical error / for information only.

Where the Proponent Team believes that clarification is required (i.e. meaning or interpretation is ambiguous) please use the ranking code which most accurately reflects the consequences of potential misinterpretation.

Provide a detailed commentary for any items of concern, along with proposed alternative wording where practical.

3. Submission requirements

Refer to Section 2.4 for instructions on submission of this Appendix.



APPENDIX E Participation Agreement

[Insert Month, Day Year]

Vancouver Coastal Health Authority
c/o Infrastructure BC Inc.
1220, 800 West Pender St.
Vancouver, B.C., V6C 2V6

Attention: Silva Koteva, Contact Person

Re: Richmond Hospital Redevelopment Project: Phases 2 & 3 – Participation Agreement in respect of the Request for Proposals issued by Vancouver Coastal Health Authority on August 1, 2024, as amended or otherwise clarified from time to time, including by all Addenda (RFP).

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

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- (b) **Participation.** The Proponent Team agrees that as a condition of participating in the RFP, including the Single TOC Alliance Selection Process, RFP Workshops and access to the RFP Data Room, the Proponent Team will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent Team will comply with, and will ensure that all of the Proponent Team Members and others associated with the Proponent Team also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFP.** The Proponent Team will comply with and be bound by, and will ensure that all of the Proponent Team Members and others associated with the Proponent Team 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 Team agrees:

- (1) that the terms of this Participation Agreement do not limit the Proponent Team's obligations and requirements under the RFP, any RFP Data Room agreement, or any other document or requirement of the Owner;
- (2) 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.

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

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

(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent Team hereby represents and warrants that:
 - i. it has the requisite power, authority, and capacity to execute and deliver this Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent Team's duly authorized representatives; and
 - iii. this Participation Agreement constitutes a legal, valid, and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Owner, for any reason, cancels the Single TOC Alliance Selection Process or the RFP, the



Proponent Team agrees that it continues to be bound by, and will continue to comply with, Sections (c) of this Participation Agreement.

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

Yours truly,

Name of Proponent Team

Name of Firm – Proposed NOP

Authorized Signatory for Proposed NOP

Name of Authorized Signatory for Proposed NOP (please print)

This form is to be signed by each Proposed NOP in its own name.



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 Single TOC Alliance 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:
 - i) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1 or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law, or as otherwise required by applicable law;
- b) Disclosing Party means the Owner or any Owner Representatives;
- c) Owner 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 Confidential Information, Responses or proposals, as the case may be, or otherwise retained by the Owner or Infrastructure BC in connection with the Project.

- d) Permitted Purposes means evaluating the Project, preparing a Submission, and any other use permitted by the RFP or this Participation Agreement;
 - e) Receiving Party means the Recipient or any Recipient Representatives;
 - f) Recipient means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - g) Recipient 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 of Submissions, or otherwise retained by the Recipient 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 Owner, which may be unreasonably withheld, disclose, or allow any Recipient Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any Recipient 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 Recipient Representative agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The Owner owns all right, title and interest (including moral rights) in the Confidential Information.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those Recipient Representatives who need to know the Confidential Information for the Permitted Purposes and on the condition that all such Confidential Information be retained by each of those Recipient Representatives as strictly confidential. The Recipient will notify Infrastructure BC, on request, of the identity of each Recipient Representative to whom any Confidential Information has been delivered or disclosed.

If the Receiving Party discloses Confidential Information pursuant to this Schedule 1, such disclosure shall only be to the limited extent necessary.



5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Infrastructure BC or destroy all documents and copies thereof in its or any Recipient Representative's possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Infrastructure BC in writing, all in accordance with the instructions of Infrastructure BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information 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 Owner or Infrastructure 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 Owner 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 Recipient 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 Owner 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 Owner 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. **Term.** Subject to any disclosure requirements under applicable law, and except as otherwise 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



APPENDIX F Draft ADA

Posted in the RFP Data Room.



APPENDIX G Draft PAA

Posted in the RFP Data Room.



APPENDIX H Enquiry Form

ENQUIRIES

Richmond Hospital Redevelopment Project: Phases 2 & 3

Request Number: _____

Proponent Team: _____

Date: _____

Do you request this query to be Commercial in Confidence? Yes No

This form may be used for single and multiple enquiries.

Enquiry/Enquiries:

