

# **REQUEST FOR PROPOSALS**

**for**

## **FORT ST. JOHN HOSPITAL**

### **VOLUME 2**

#### **RFP (Instructions and Terms and Conditions)**

#### **REVISION 3 – JANUARY 30, 2009**

**Closing Time:**

**Technical Closing Time: 1:00 p.m. (local time in Vancouver)  
February 16, 2009**

**Financial/Commercial Closing Time: 1:00 p.m. (local time in  
Vancouver) February 26,  
2009**

**Delivery Address: 2320-1111 West Georgia Street  
Vancouver BC V6E 4M3**

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**SUMMARY OF RFP**

<b>RFP TITLE</b>	The title of this RFP is:  <b>Request for Proposals for Fort St. John Hospital</b>  Please use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFP is:  <b>Dawn Hart, Partnerships BC</b> <b>Email: <a href="mailto:dawn.hart@partnershipsbc.ca">dawn.hart@partnershipsbc.ca</a></b>  Please direct all enquiries, in writing, to the above named Contact Person. <b>No telephone enquiries please.</b>
<b>ENQUIRIES DEADLINE</b>	Enquiries received after 3:00 p.m. (local time) 15 days before the Technical Closing Time may not be processed and may not receive a response.
<b>CLOSING TIME</b>	Refer to the cover page of this Volume 2.
<b>DELIVERY ADDRESS</b>	The Delivery Address is:  <b>Partnerships BC</b> <b>2320 – 1111 West Georgia Street</b> <b>Vancouver, B.C. V6E 4M3</b>
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the Delivery Address on weekdays (excluding Statutory Holidays) from 8:30 a.m. to 4:00 p.m. (local time in Vancouver), <b>but no later than the Closing Time.</b>

## **1. INTRODUCTION**

### **1.1 Purpose of this RFP**

The purpose of this RFP is to invite eligible Proponents to prepare and submit competitive Proposals for the design, construction, financing, and maintenance of the Facility under the Project Agreement.

### **1.2 Administration of this RFP**

Partnerships BC is managing this RFP on behalf of the Authority.

### **1.3 Eligibility to Participate in this RFP**

Through a Request for Qualifications (“**RFQ**”) issued May 6, 2008 by the Authority, the following entities are qualified to participate in this RFP:

- (a) Peace River Healthcare Solutions; and
- (b) ISL Health.

Only these two Proponents, subject to changes in Proponent team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

### **1.4 Definitions**

Refer to Section 11.1 for the defined terms used in this RFP.

## **2. RFP PROCUREMENT PROCESS**

### **2.1 Collaborative Meetings**

Prior to the Closing Time, the Authority will make available certain of its personnel, consultants and advisors (the “**Authority Representatives**”) to participate in Collaborative Meetings with the Proponents. The Collaborative Meetings will take place in accordance with the following:

- (a) the purposes of the Collaborative Meetings include
  - (i) providing the Authority Representatives with comments on affordability issues or draft Project Agreement concerns;
  - (ii) providing Proponents with some comments and feedback from the Authority on the general acceptability of particular solutions Proponents may be considering for various aspects of their Proposals; and
  - (iii) providing an opportunity for each of the Proponents and the Authority to raise issues including innovation and future use and development of the Facility and Site;
- (b) in advance of each Collaborative Meeting, each Proponent will provide the Authority with a list of issues it would like to have discussed. The Authority will provide each Proponent with a list of any issues the Authority would like to raise. The Proponent will coordinate these lists and issue a co-ordinated agenda prior to each Collaborative Meeting;
- (c) the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;

- (d) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team Members present as the Proponent considers necessary for effective communication with the Authority and to fulfil the objectives of the Collaborative Meeting;
- (e) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Authority during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative Meetings to anything said or provided by Proponents will not in any way bind the Authority and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent. Prior to the commencement of each Collaborative Meeting, Proponents will at the first Collaborative Meeting, and may at any subsequent Collaborative Meeting, be required to acknowledge, in writing, the non-binding nature of the comments provided by or on behalf of the Authority during each Collaborative Meeting;
- (f) if a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of the RFP or the Project Agreement, request an Addendum to the RFP clarifying and amending the provision in question;
- (g) the Authority will use reasonable efforts to distribute to all Proponents any new information provided by the Authority to any Proponent during a Collaborative Meeting, save and except that information which may be related to items raised by a Proponent in an Enquiry on the basis that such item would be treated as “Commercial in Confidence” and where, under Section 6.6, the Authority considered it would be dealt with on that basis;
- (h) an anticipated schedule for the Collaborative Meetings is set out in Table 1 – Anticipated Schedule. However, following the release of the RFP, the Authority will consult with each Proponent to confirm specific dates. If one or more Proponents requests additional or fewer Collaborative Meetings, or if the Authority considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Authority in its sole discretion may amend the anticipated schedule.

**Table 1 – Anticipated Schedule**

<b>Approximate Timeline</b>	<b>Legal/ Commercial/ Insurance</b>	<b>Design/ Construction</b>	<b>Facilities Management</b>	<b>Status</b>
Week of Oct. 13	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	Completed
Week of Nov 3	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	<u>Completed</u>
Week of Dec 8	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	Collaborative Meetings with each Proponent	Scheduled
Week of Dec 15	Proponent’s submit final comments on Project Agreement			Scheduled

Approximate Timeline	Legal/ Commercial/ Insurance	Design/ Construction	Facilities Management	Status
Week of Dec 22	Authority issues Final Draft Project Agreement			Scheduled
Week of Feb 16	PROPOSALS DUE BEFORE THE CLOSING TIME			

The above anticipated schedule is subject to change at the sole discretion of the Authority.

## 2.2 Comments on the Project Agreement

Each Proponent should review the initial draft Project Agreement attached as Volumes 3 and 4 of this RFP (the “**Initial Draft Project Agreement**”) for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended.

Following such review:

- (a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Project Agreement including with respect to commercial, legal, design and construction, and facilities management matters;
- (b) at least five working days in advance of those Collaborative Meetings for discussion of financial and commercial matters, along with the list of issues it would like to have discussed at that Collaborative Meeting, each Proponent will provide the Authority with requested changes to the Initial Draft Project Agreement; and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the meetings and will amend the Initial Draft Project Agreement as the Authority may decide in its sole discretion. The Authority will then by Addendum issue a revised draft Project Agreement identified as the “Final Draft Project Agreement” (the “**Final Draft Project Agreement**”)

The Final Draft Project Agreement will be the common basis for the preparation of all Proposals, and Proponents should not in their Proposal make any modifications, changes or additions to the Final Draft Project Agreement except for modifications, changes or additions identified in the Proposal on the Technical Provisions or modifications, changes or additions provided for in Section 8.1.

## 2.3 Closing

If the Authority selects a Preferred Proponent, the Preferred Proponent should anticipate that the Final Draft Project Agreement will not be amended except as agreed by the Authority and provided in Section 8.1.

## 2.4 Data Room

The Authority has established a web site to be used as an electronic data room (the “**Data Room**”) in which it has placed documents in the possession of the Authority that the Authority has identified as relevant to the Project and to the Lands, and that may be useful to Proponents. The Authority does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Authority may advise with respect to a specific document. The Authority will grant Proponents access to the Data Room on certain conditions and may require Proponents to execute an agreement in respect of the Data Room (the “**Data Room Agreement**”).

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

### **3. KEY PROJECT ISSUES**

#### **3.1 Municipal**

##### **3.1.1 Zoning**

The Lands are currently owned by the City and have been re-zoned. Details of the re-zoning and possible uses will be made available to Proponents in the Data Room.

##### **3.1.2 Off-site servicing and land subdivision**

Currently the Lands are owned by the City and are part of a larger parcel of land. The site is not currently serviced with municipal or other utilities. The City has agreed to undertake the municipal off-site services (112 Ave Road, sanitary sewer, storm sewer, road improvements on 79<sup>th</sup> Street. Schedule and financial implications are currently under discussion between the Authority and the City. Once details are finalized, Proponents will be informed by Addendum. In the interim the Affordability Ceiling and Affordability Threshold have been amended to reflect the expected outcome with the City.

Project Co will have to coordinate details of the off-site servicing, such as the location and timing of tie-ins with the City's work.

##### **3.1.3 Project Co's Responsibilities**

Project Co will be responsible for obtaining the Building Permit and other permits and approvals required for the construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning. Project Co will be responsible to obtain approval for any zoning modifications required to accommodate its proposed design.

#### **3.2 Equipment, Services and Energy**

##### **3.2.1 Equipment**

Project Co will be responsible for designing the Facility to accommodate the installation, operation, repair and maintenance of all equipment required as part of the Facility or for the intended uses of the Facility. The Authority and Project Co will be responsible to procure and deliver the equipment as categorized in Appendix 3G of Schedule 3 (Design and Construction Specifications) to the Project Agreement.

##### **3.2.2 Services**

Project Co will be responsible for providing Services as described in Schedule 4 - Services Protocols and Specifications.

Project Co is not responsible for clinical operations or the maintenance of clinical equipment.

##### **3.2.3 LEED® and Energy Considerations**

Project Co will be required to:

- (a) undertake the design and construction of the Facility to achieve LEED® Gold Certification, and will be required to obtain no less than 39 credits toward the LEED® Gold Certification; and



- (b) achieve four LEED® credits related to energy efficiency.

In addition, the Project Agreement includes provision for Design and Construction energy targets for energy efficiency. Please refer to Schedule 2 of the Project Agreement.

### 3.3 Lands for Future Development

The Site is a parcel of approximately 40 acres. It is expected that, at Service Commencement, the Facility will not require the entire Site and that there will be unused lands (the “**Lands for Future Development**”). The Authority is interested in Proposals that include utilization of the Lands for Future Development.

Each Proponent is requested to provide a Proposal for use of the Lands for Future Development that:

- (a) is compatible with the Facility and the Project Objectives;
- (b) is consistent with the City’s urban planning objectives, some details of which can be found in the Data Room;
- (c) provides flexibility for long-term hospital and/or health care related expansion; and
- (d) is financially viable.

### 3.4 Early Works

The Authority anticipates that following the appointment of a Preferred Proponent, in order to secure completion of the Facility at the earliest opportunity, it will be desirable to commence certain design and construction work for the Site prior to Financial Close. Appendix I of this RFP includes a form of an early works agreement to be entered into by the Authority and the Preferred Proponent or such other party as may be agreed by the Authority. The Authority invites Proponents to submit comments on the form of such early works agreement.

Proponents should identify in their respective Proposals whether they are willing to enter into such an agreement and set out the timing, scope of work and price for work prior to Financial Close.

The terms under which any early works are carried out will be set out in the early works agreement, which is expected to be based on, or incorporate by reference, relevant terms of the Project Agreement. The Preferred Proponent will be expected to fund the early work. The Authority will have the right to terminate the early works agreement by notice to the Preferred Proponent.

The early works agreement will identify a maximum liability to be incurred by the Authority in the event that Financial Close is not reached by an agreed upon date or the Authority exercises its right to terminate the early works agreement. Pricing in the early works agreement will be expected to be based on market-based benchmarks for performing similar work. If Financial Close is reached, the works completed under the early works agreement will be expected to be deemed to have been completed under the Project Agreement and payments to the successful Project Co will be in accordance with the Project Agreement.

During the Construction Period the Authority will procure through the Provincial Health Care Protection Program and pay for the following insurance to be put in place:

- \$50 million Construction CGL Policy on a wrap-up basis
- All Risks Construction Property Policy, including specified delay in start-up coverage

During the Construction Period the Project Co will procure and pay for the following insurance to be put in place:

- automobile liability insurance
- ocean marine cargo
- all risks insurance of construction equipment
- workers' compensation insurance

During the Operating Period the Authority will procure through the Provincial Health Care Protection Program and pay for the following insurance to be put in place:

- \$50 million comprehensive general liability insurance covering Project Co and its first level of facility maintenance Service Provider (but not any other subcontractors)
- all risks property insurance
- \$50 million boiler and machinery insurance
- Specified business interruption insurance

During the Operating Period the Project Co will procure and pay for the following insurance to be put in place:

- workers' compensation insurance

If the Authority gives the specified notice, then Project Co will procure the above Operating Period insurance instead of the Authority. Further details can be found in Schedule 5 [Insurance Requirements]

## **4. AFFORDABILITY**

### **4.1 Affordability Ceiling**

The Authority has identified a mandatory affordability ceiling for the Project, calculated as the maximum value of the net present cost ("**NPC**") of all Service Payments (inclusive of allowable escalations and all taxes except GST) discounted using the Maximum Project IRR (the "**Affordability Ceiling**"). Project approvals have been based on the Affordability Ceiling.

Based on the current Reference Rate as of November 7, 2008, the Affordability Ceiling is \$203 million. PBC will recalculate the Affordability Ceiling as of February 17, 2009 using the updated Maximum Project IRR as set out in Section 4.3 and will be communicated to Proponents by way of Addendum.

#### 4.1.1 The Authority's Calculation of the Affordability Ceiling

The Authority and its advisors determined the Affordability Ceiling using a shadow financial model based on the draft Project Agreement, including the Output Specifications, the Indicative Design, costing information and market-based financial and other assumptions.

The Affordability Ceiling was calculated by using the NPC of all the Service Payments discounted at 7.32% to the Base Date. Note that although the 7.32% is the same percentage as the percentage stipulated as the Maximum Project IRR, the Affordability Ceiling is calculated on different cash flows from the cash flows used to calculate the Maximum Project IRR. The Affordability Ceiling also includes the following assumptions:

- (a) All Project Co costs to the end of the Construction Period are \$244.7 million (Nominal), inclusive of all costs after the Construction Period to correct deficiencies in construction;

- (b) The Authority will make available monthly Regional Hospital District funding during construction as set out in Schedule 8 of the Project Agreement;
- (c) a Project IRR equal to the Maximum Project IRR;
- (d) CPI is a constant rate of 2.5% for portions of the Service Payments that are Index Linked;
- (e) \$0 annually for snow plowing and removal under Section 2.1 of the Payment Mechanism, escalated at a constant rate of CPI as stipulated above;
- (f) The life cycle component of the Service Payments is uniform in real dollars as of the Base Date;
- (g) Construction schedule of 30 months, starting April 1, 2009; and
- (h) No Deductions are made under the Payment Mechanism.
- (i) Excludes any payment by the Authority for insurance that it is responsible for procuring.

#### 4.1.2 The Proponent's Calculation of the NPC of the Service Payments

The calculation of the NPC of the Service Payments in the Proposals submitted by Proponents must be less than, or equal to, the stated Affordability Ceiling, and is subject to analysis by the Authority.

The assumptions and methodology Proponents are to use in calculating the NPC of Service Payments are:

- (a) Service Payments are to be inclusive of allowable escalations and all taxes except GST;
- (b) CPI is a constant rate of 2.5% for portions of the Service Payments that are Index Linked;
- (c) The Authority will make available monthly Regional Hospital District funding during construction as set out in Schedule 8 of the Project Agreement;
- (d) \$0 annually for snow plowing and removal under Section 2.1 of the Payment Mechanism, escalated at a constant rate of CPI as stipulated above;
- (e) Service Payments discounted to the Base Date;
- (f) A Project IRR equal to the lesser of the Maximum Project IRR and the Expected Project IRR;
- (g) No Deductions are to be made to the Service Payments; and
- (h) Service Payments start at Service Commencement, a maximum allowable Construction Period is 48 months commencing April 1, 2009, and any Service Commencement shown after that period will be assumed to commence on the latest date at the same nominal undiscounted payments.
- (i) Excludes any payment by the Authority for insurance that it is responsible for procuring.

Proponents may submit Service Payments that represent a non-uniform life cycle profile that matches the lifecycle spending as set out in Section A. 3.5.3 and B. 1.1.7 of Appendix A. However, the following represents the annual maximum percentage of total life cycle costs in each of the specified five year periods based on un-escalated costs:

- Years 1-5 1%
- Years 6-10 2%

- Years 11-15 3%
- Years 16-20 4%
- Years 21-25 9%
- Years 26-30 6%

#### 4.2 Affordability Threshold

Without limiting the requirement in respect of the Affordability Ceiling, if a Proponent's Expected IRR is greater than the Maximum Project IRR, then the Proponent should indicate whether the NPC of the Service Payments in the Proposal is less than or equal to an affordability threshold of \$203 million (the "**Affordability Threshold**"). Proponents are to calculate the Affordability Threshold in the same manner as the Affordability Ceiling as set out in Section 4.1.2, except that the Project IRR used in the Proponent's financial model shall be the Expected Project IRR instead of the Maximum Project IRR.

Based on the current Reference Rate as of November 7, 2008, the Affordability Threshold is \$203 million. PBC will recalculate the Affordability Threshold as of February 17, 2009 using the updated Maximum Project IRR as set out in Section 4.3 and will be communicated to Proponents by way of Addendum.

#### 4.3 Maximum Project IRR

The Authority has set a maximum Project IRR of 7.32% (the "**Maximum Project IRR**"). The Maximum Project IRR is the nominal pre-income-tax IRR for the Project based on the Reference Rate.

Proponents shall assume and use the Maximum Project IRR in their financial models to determine whether the NPC of the Service Payments in the Proposal is less than or equal to the Affordability Ceiling.

Based on the current Reference Rate as of November 7, 2008, the Maximum Project IRR is the percentage set out above. If the Reference Rate as of February 17, 2009 is higher than the reference rate on November 7, 2008, PBC will recalculate the Maximum Project IRR as of February 17, 2009 using the updated Reference Rate as of that date and the updated Maximum Project IRR will be communicated to Proponents by way of Addendum.

#### 4.4 Committed Financing Requirements

As set out in this Section 4.4 and as set out in Appendix A (Proposal Requirements, Pricing Schedule and Evaluation Criteria) of this Volume 2, each Proponent should demonstrate in their Financial/Commercial Submission that it has sufficient debt and equity commitments to finance the Project.

In recognition of the potential difficulty and cost that Proponents may have in obtaining committed debt finance until the end of the Proposal Validity Period, Proponents must provide in their Financial/Commercial Submissions that their committed debt finance is committed for a minimum period of 30 days. Refer also to the Mandatory Requirement in Section 7.4(c)(ii).

Proponents should indicate whether the committed debt finance is renewable, and on what terms, or is subject to replacement, all of which may be taken into account by the Evaluation Committee in evaluating Proposals.

Until the end of the Proposal Validity Period, Proponents should renew or replace the debt finance such that each renewal or replacement is for a minimum 30 day commitment, and upon each such renewal or replacement the Proponents should provide new commitment letters as referenced in section 1.6.4 of Appendix A (Proposal Requirements, Pricing Schedule and Evaluation Criteria) of this Volume 2, indicating a minimum commitment of 30 days.

At the time of renewal or replacement of committed debt financing, Proponents should not increase Senior Debt interest rate spread margins, taking into account all other payments and fees, unless the Proponent provides written notice to the Authority and demonstrates to the Authority's satisfaction that the Proponent has used its best commercial efforts to maintain or reduce those margins and that any increase is required as a direct result of events:

- (a) external to the Proponent and the Proponent Team Members,
- (b) beyond the control of the Proponents and the Proponent Team Members; and
- (c) that constitute a material adverse change to the conditions underlying the Senior Debt financing margins subject to the increase.

Equity finance commitments should not change without the Authority's consent.

#### **4.5 Interest Rate Changes**

Subject to selection of the Preferred Proponent and reaching Financial Close, the Authority will bear the costs and obtain the benefits from changes in the Reference Rate and changes in the Senior Debt interest rate spread margins. Accordingly, after selection of the Preferred Proponent, the Authority may require the Preferred Proponent to seek Changed Funding Arrangements, as set out in Section 8.1."

#### **4.6 Scope Ladder**

Proponents should determine the scope of their Technical Submission based on their analysis of the requirements of this RFP, including the Affordability Ceiling and the Affordability Threshold. If at the time of the Financial/Commercial Submission Proponents wish to identify changes to their Technical Submission, including to meet the updated Affordability Ceiling and the Affordability Threshold and the Proponent's final Expected Project IRR, the Proponents should identify all changes to their Technical Submission.

The scope ladder list of scope reductions has been prepared by the Authority and can be referenced as Appendix J – Scope Ladder list.

### **5. PROPOSAL REQUIREMENTS**

#### **5.1 Participation Agreement**

Each Proponent must sign and deliver the Participation Agreement in the form indicated in Appendix E to the Contact Person, and the Proponent must continue to comply with the Participation Agreement. The Participation Agreement should be submitted by December 17, 2008.

#### **5.2 Proposal Form and Content**

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

#### **5.3 Pricing Schedules**

Proposals should include completed Pricing Schedules.

### **6. SUBMISSION INSTRUCTIONS**

#### **6.1 Closing Time and Delivery Address**

Proposal submissions must be received at the Delivery Address before the Closing Time. Proposals received after the appropriate Closing Time will not be considered and will be returned unopened.

#### 6.1.1 Split Closing Time – Technical Closing Time and Financial/Commercial Closing Time

Proponents may provide their Proposals in two separate submissions.

#### 6.1.2 The Technical Submission

The first submission of the Proposal is to be the Technical Submission. The Technical Submission must be received at the Delivery Address, addressed to the Contact Person, before the Technical Closing Time. The Mandatory Requirement set out in Section 7.4(a) (i.e. the Participation Agreement) must have been satisfied before the Technical Closing Time. The Mandatory Requirement in Section 7.4(c)(i) (i.e. the Relationship Disclosure Form) must be completed and submitted with the Technical Submission. In addition, each Proponent should indicate in its covering letter to its Technical Submission that it believes that the Mandatory Requirement set out in Subsection 7.4(e) (i.e., the Affordability Ceiling) will be met in its Financial/Commercial Submission and which items on the scope ladder are achieved.

#### 6.1.3 The Financial/Commercial Submission

The second submission will be the Financial/Commercial Submission. The Financial/Commercial Submission must be received at the Delivery Address, addressed to the Contact Person, before the Financial/ Commercial Closing Time. The Mandatory Requirements set out in Section 7.4(c)(ii) (i.e. commitment letters), Section 7.4(c)(iii) (i.e. updated signed Relationship Disclosure Form if applicable) and Section 7.4(d) (i.e., the Proposal Declaration Form) must be submitted with the Financial/Commercial Submission. In addition, each Proponent should indicate in its covering letter to its Financial/Commercial Submission that the Mandatory Requirement set out in Section 7.4(e) (i.e., the Affordability Ceiling) has been met, which items on the scope ladder are achieved and a comparison of the NPC of the Service Payments in the Proposal with the Affordability Threshold.

If the NPC of the Service Payments in the Proposal is greater than the Affordability Threshold, the Proponent should demonstrate that all scope ladder reductions have been used, or alternatively assign a priced option which the Authority may exercise to reduce the scope of the Proposal for the scope ladder reductions that are not used by the Proponent.

If as of the Financial/Commercial Closing Time the Proponent's Senior Lenders have not received credit committee approval and any other required internal approvals, the commitment letter(s) may be qualified to be subject to such approvals, with such approvals to be confirmed in writing by the Senior Lenders to the Authority on or before 1:00 p.m. (local time in Vancouver) March 12, 2009 in substantially the same form of the commitment letter, modified as required to be limited to confirmation of the approvals. The confirmation must be submitted either by delivery of the original document to the Delivery Address before such time or by e-mail to the Contact Person before such time and an original should follow to the Delivery Address within two business days. If the obtaining of such approvals requires a change to the Proposal, the Proponent may make such changes on the basis that the Proponent and its equity providers bear the risk for such changes and there is no net increase or decrease in the pricing of the Proposal or any improvement or adverse change in technical aspects of the Proposal. Any such changes must be identified in documentation delivered with the written confirmation of the approvals.

#### 6.1.4 Late Submission of Technical Materials

Subject to Section 4.6, if the Authority considers that a Proponent has included in the Financial/Commercial Submission any items that should properly have been included in the Technical Submission, the Authority reserves the right in its sole discretion to disregard any such items if they have been submitted after the Technical Closing Time.

#### 6.1.5 Packaging of Technical Portion

The Technical Portion should be delivered in one submission consisting of the following materials described in Appendix A:

- (a) Package 1 – Transmittal Package referenced as the “Technical Submission”, including the Mandatory Requirements identified in Section 6.1.2;
- (b) Package 3 – Design and Construction; and
- (c) Package 4 – Project Co Services.

#### 6.1.6 Packaging of Financial/Commercial Portion

The Financial/Commercial Portion should be delivered in one submission consisting of the materials packages described in Appendix A:

- (a) Package 1 – Transmittal Package referenced as the “Financial/Commercial Submission” including the Mandatory Requirements identified in Section 6.1.3;
- (b) Package 2 – Financial and Commercial Package; and
- (c) the Pricing Schedules.

### 6.2 **No Fax or Email Submission**

Proposals submitted by fax or email will NOT be accepted.

### 6.3 **Number of Copies**

#### **Technical Closing Time – February 16, 2009 at 1:00pm**

Proponents should submit a total of eight (8) hard copies (7 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital”. Proponents should include both pdf and word format documents on the CD-ROM version of the submission. Also, each hard copy must be clearly labelled by a reference number (ie Copy 1 of 8, etc). Each CD-ROM copy must also be clearly labelled.

- Proponents must submit to the Delivery Address two (2) hard copies (1 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital”.
- Proponents should deliver one (1) bound in a package clearly marked “Request for Proposals for Fort St. John Hospital” to:

Partnerships BC  
300 – 707 Fort Street  
Victoria, British Columbia, Canada V8W 3G3  
Attention: Louise Berry - Ph#: (250)356-5855

- Proponents should deliver two (2) bound copies of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital” to:

Northern Health – Corporate Office  
Suite 600, 299 Victoria Street  
Prince George, British Columbia, Canada V2L 5B8  
Attention: Colleen Bourassa – Ph#: (250) 565-2351

- Proponents should deliver three (3) bound copies of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital” to:

NE HSDA, Northern Health  
Suite 230, 9900 – 100 Avenue  
Fort St. John, BC V1J 5S7

Attention: Jocelyn Schick (Primary Contact) – Ph#: (250)262-5204  
Sandra Wheeler (Alternate Contact) – Ph#: (250)262-5342

- All proposal models are to be delivered directly to:

NE HSDA, Northern Health  
Suite 230, 9900 – 100 Avenue  
Fort St. John, BC V1J 5S7

Attention: Jocelyn Schick (Primary Contact) – Ph#: (250)262-5204  
Sandra Wheeler (Alternate Contact) – Ph#: (250)262-5342

#### **Financial/Commercial Closing Time – February 26, 2009 at 1:00pm**

Proponents should submit a total of five (5) hard copies (4 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital”. Proponents should include both pdf and word format documents on the CD-ROM version of the submission. Also, each hard copy must be clearly labelled by a reference number (ie Copy 1 of 5, etc). Each CD-ROM copy must also be clearly labelled.

- Proponents must submit to the Delivery Address five (5) hard copies (4 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital”.

#### **6.4 Language of Proposals**

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

#### **6.5 Receipt of Complete RFP**

Proponents 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 Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the appropriate Closing Time. The Authority accepts no responsibility for any Proponent lacking any portion of the RFP.



## 6.6 Enquiries

All enquiries regarding any aspect of this RFP must be directed to the Contact Person by email (each, an “**Enquiry**”), and the following applies to any Enquiry:

- (a) if the Contact Person responds, the response will be in writing;
- (b) all Enquiries, and all responses to Enquires from the Contact Person, will be recorded by the Authority;
- (c) a response to an Enquiry by the Authority will not be distributed to all Proponents if it is of a minor or administrative nature that the Authority, in its sole discretion, considers to relate only to the Proponent who submitted the Enquiry and as not material to other Proponents;
- (d) the Authority may respond to an Enquiry from one Proponent by way of a circular to all Proponents. If a Proponent does not want a response to its Enquiry to be shared with other Proponents, the Enquiry must be clearly marked “Commercial in Confidence” by the Proponent. If the Authority in its sole discretion considers that the Authority should respond to the Enquiry on a confidential basis, then the Authority will do so. However, if the Authority in its sole discretion considers that the Authority should not respond to the Enquiry on a confidential basis, the Authority will notify the Proponent who submitted such Enquiry of the Authority’s decision and the Proponent will have the opportunity to withdraw the Enquiry. If the Proponent does not withdraw the Enquiry, then the Authority may provide its response to all Proponents;
- (e) if the Authority identifies that there is a need for general clarification on an issue or if the Authority identifies a matter of substance which the Authority considers should be formally brought to the attention of all Proponents, whether or not such issue or such matter has previously been covered by an Enquiry marked “Commercial in Confidence” and a confidential response by the Authority, a letter of clarification will be sent to all Proponents at the same time; and
- (f) without limiting Section 6.6(e), if there are subsequent Enquiries made by one or more other Proponents on the same or similar topic, which was previously covered by an Enquiry marked “Commercial in Confidence” and a confidential response issued by the Authority, the Authority reserves the right to respond to such subsequent Enquiries by way of a circular to all Proponents.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose. In respect of communications from the Contact Person, Proponents may rely only on Addenda and formal written responses to an Enquiry.

## 6.7 Electronic Communication

Proponents should not communicate by fax, and the Contact Person may not respond to any communications sent by fax.

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

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - (i) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent’s transmission cannot be received; or

- (ii) if a permitted email communication or delivery is not received by the Authority or Partnerships 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 to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

## 6.8 Addenda

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

At any time before the Closing Time, the Authority may issue proposed amendments to the RFP or change to the approach for the Project to the Proponents together with a request for comments. Such proposed amendments or change and request for comments may be issued by or on behalf of the Contract Person. Proponents should provide their comments to such requests for comments to the Contact Person on or before any deadline that may be specified in the requests from the Authority. Notwithstanding anything in this paragraph, any proposed amendment to the RFP or change to the approach to the Project is not binding on the Authority unless issued as an Addendum.

## 6.9 Intellectual Property Rights

### 6.9.1 Grant of License

Subject to the exceptions in Section 6.9.2, by submitting a Proposal each Proponent will and will be deemed to have:

- (a) granted to the Authority a royalty-free license without restriction to use for this Project or the Facility, any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property (including designs and drawings) or trade secrets obtained from each Proponent either from its Proposal, or that are otherwise disclosed by the Proponent to the Authority (collectively, the “**Intellectual Property Rights**”); and
- (b) waived or obtained a waiver of all moral rights contained in its Proposal.

The Authority acknowledges and agrees that Proponents will not be responsible or liable for any use of Intellectual Property Rights by the Authority with other Proponents for the Project.

### 6.9.2 Exceptions to the License

The license granted under Section 6.9.1 does not extend to Third Party Intellectual Property Rights consisting of non-specialized third party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Authority that it owns or has, and will continue to own or have at the Closing Time, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Authority, and subject to the foregoing exceptions has the right to grant a license of such Third Party Intellectual Property Rights in accordance with Section 6.9.1.

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

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

### **6.11 Amendments to Proposals**

Subject to Sections 4.6 and 6.1.4, a Proponent may amend its Proposal at any time prior to the Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Closing Time.

### **6.12 Changes to Proponent Teams**

If for any reason a Proponent wishes or requires to change a member of its Proponent Team after it was selected by the Authority under the RFQ, or to include new members on its Proponent Team, then the Proponent must submit a written application to the Authority for approval. The Authority, in its absolute discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority may consider the objective of achieving a competitive procurement process that is not unfair to the other Proponent. For clarity:

- (a) the Authority may refuse to permit a change to the membership of a Proponent Team if the change would, in the Authority's judgement, result in a weaker team than the originally short-listed Proponent team; or
- (b) the Authority 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 or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the short-listed Proponent.

### **6.13 Validity of Proposals**

By submitting a Proposal, each Proponent agrees that its Proposal, including all prices except Senior Debt finance margins as set out in Section 4.4, remain valid and irrevocable until at least midnight on the day that is 120 days after the Financial/Commercial Closing Time (the "**Proposal Validity Period**"). Prices and input costs (except senior debt margins) may not be adjusted after the expiry of the 120-day period unless the Proponent provides written notice of the adjustment to the prices and input costs and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs, are required solely as a direct result of one or more events that:

- (a) are external to the Proponent and the Proponent Team members;
- (b) could not have been prevented by and are beyond the control of the Proponent and any of its Proponent Team Members; and
- (c) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate a longer validity period in its Proposal.

**6.14 Material Change after RFP Closing Time**

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or a change to financial capability.

**7. EVALUATION**

**7.1 Evaluation Committee**

The Authority will appoint a committee (the “**Evaluation Committee**”) to evaluate Proposals and identify the Preferred Proponent. The Evaluation Committee may be assisted by other persons as the Evaluation Committee determines, at its discretion, including technical, financial, legal and other advisors or employees of the Authority, and representatives of the City.

**7.2 Evaluation Criteria**

The Evaluation Committee will evaluate Proposals by application of the Evaluation Criteria as set out in Appendix A. The Evaluation Committee will apply the Evaluation Criteria to select the Proposal that the Evaluation Committee judges to be the most advantageous to the Authority. The Evaluation Committee may apply the Evaluation Criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal to determine the most advantageous Proposal.

The overall objective of the evaluation is to select the Proposal that will provide the best health care Facility within the Affordability Ceiling.

The Evaluation Committee will evaluate and score the Proposals by measuring their effectiveness in meeting the Authority’s Project Objectives from the perspective of the specific criteria in the Evaluation Criteria Table. Schedules 3 [Design and Construction Specifications] and 4 [Services Protocols and Specifications] of the Project Agreement describe rooms and performance requirements that will achieve the Authority’s objectives. Each evaluation criterion will be referenced against these performance requirements, and more specifically, how the Proposal achieves the stated Project Objectives with respect to each criterion. The Project Objectives are listed below, along with some examples of how a Proposal might meet these objectives:

Project Objectives	Example of Desirable Features
Position Northern Health to meet growth in demand for health care services.	Design has all of the rooms indicated in the functional program and has a practical strategy for expanding the buildings, or altering the buildings, in the future (including structural, mechanical, electrical and architectural systems); design that is efficient and cost-effective to operate.
Provide adequate space to enable client-focused care delivery and outcomes for patients.	In addition to the spaces identified in the functional program, the design of individual patient and treatment rooms provides adequate space for treatment without excessive patient movement or staff congestion; and provides for uncluttered hallways, appropriate equipment storage.

Project Objectives	Example of Desirable Features
Improve quality of care provided to patients of the Fort St. John region and enable/facilitate clinical best practices	Designs that minimize the spread of infections; elder-friendly features; family- friendly; easy way finding; natural light; low noise features; quality air handling systems; robust communications and information technology systems; quality power systems that support sensitive medical equipment; interior spaces that are comforting and reduce anxiety; exterior spaces that are attractive and have weather protection; spaces that are easy to clean.
Improve working conditions to improve safety, efficiency, and outcomes for patients, clinicians and staff.	Short travel distances for typical tasks; designs that optimize observation of patients by clinical staff; ergonomic considerations that minimize workplace injuries; pleasant and aesthetically pleasing spaces; designs that minimize number of clinical staff required to operate the Facility, both during the day and at night; a Services plan that will support a highly functional facility with minimal disruptions to care.
Provide a practice and learning environment that will attract and retain quality health care professionals.	Designs that provide for learning and consultation; staff amenities that consider the needs of the caregivers; natural light in staff areas; overall aesthetically pleasing design; design that is well-integrated into the community.
In order to meet urgent health care need, complete the new hospital in 2011.	A schedule and work plan that takes into account climate, material and labour supply in order to complete the buildings as quickly as practical.
Provincial objectives include financial criteria, an environmentally friendly and sustainable design, and as high a wood content as is practical where consistent with the health care objectives.	A submission within the affordability ceiling. A detailed financial plan that demonstrates sufficient financing has been arranged, is robust, is deliverable within the required timelines and supported by a detailed, well laid out, high functioning financial model that is consistent with the rest of the proposal. Other desirable features include; LEED® Gold; integration with the neighbouring sustainable community; wood construction where practical, and exposed wood as a design feature.

### **7.3 Affordability**

Regardless of whether a Proponent proposes to change the scope of the Project, as may be permitted in accordance with Section 4.6, the Evaluation Committee will evaluate the whole of the Proposal on the basis of the Evaluation Criteria. As a result, Proponents should not assume that a poor Proposal that includes the full set of elements of the Output Specifications will be evaluated higher than a superior Proposal with a reduced Project scope.

The Authority reserves the right not to evaluate a Proposal if the NPC of the Service Payments in the Proposal exceeds the Affordability Threshold and if the Authority receives a Proposal from another Proponent that has NPC of the Service Payments in that other Proposal that is less than or equal to the Affordability Threshold.

The Authority also reserves the right to evaluate any Proposal where the NPC of the Service Payments in the Proposal exceeds the Affordability Threshold, but will do so only in the event that both Proponents' Proposals exceed the Affordability Threshold as a result of the Proponents' Expected Project IRR exceeding the Maximum Project IRR.

### **7.4 Mandatory Requirements**

The Authority will review Proposals on a preliminary basis to determine whether they comply with the Mandatory Requirements. Proposals which do not, in the sole opinion of the Authority, comply with the Mandatory Requirements may be rejected and not considered further in the evaluation process.

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

- (a) the Proponent must sign, deliver and comply with the Participation Agreement, as set out in Section 5.1;
- (b) the Proposal must be received at the Delivery Address before the Closing Time;
- (c) the Proponent must
  - (i) include a signed Relationship Disclosure Form with its Technical Submission;
  - (ii) include the commitment letters as referenced in section 1.6.4 of Appendix A (Proposal Requirements, Pricing Schedule and Evaluation Criteria) of this Volume 2, indicating a minimum commitment of 30 days, subject only to the subsequent confirmation of credit committee approval and any other required internal approvals on or before March 12, 2009; and
  - (iii) if at the Financial/Commercial Closing Time there is new information that should be disclosed in the Relationship Disclosure Form, include an updated signed Relationship Disclosure Form with its Financial/Commercial Submission;
- (d) the Proponent must include a signed Proposal Declaration Form with its Financial/Commercial Submission;
- (e) as set out in Section 4.1, the Proposal must not exceed the Affordability Ceiling; and
- (f) under Section 6.1.3, if applicable, the Proponent must submit credit committee approval and any other required internal approvals of Senior Lenders to the Authority in writing on or before March 12, 2009

## **7.5 Evaluation and Selection**

To assist in evaluation of the Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, including its directors, officers and Key Individuals, conduct any background investigations that it considers necessary, and the Evaluation Committee may rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- (b) seek clarification of a Proposal from any or all Proponents and consider such supplementary information in the evaluation of Proposals; and
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the sole discretion of the Authority, including the time, location, length and agenda for such interviews or presentations, and the Evaluation Committee may consider any supplementary information from such interviews or presentations in the evaluation of Proposals.

## **7.6 RFQ Stage**

During the RFQ stage of the Competitive Selection Process, Proponents may have previously submitted information requested in this RFP, however, Proponents must ensure that all information they wish to be considered by the Evaluation Committee is provided in their Proposals. Although responses to the RFQ are superseded by this RFP, the Evaluation Committee may, in its discretion, in the evaluation and consideration of Proposals take into account and rely on information submitted as part of the Proponent's RFQ response.

## **8. SELECTION OF PREFERRED PROPONENT AND AWARD**

### **8.1 Selection and Award**

The Evaluation Committee will perform a final evaluation and ranking of the Proposals and may recommend a Preferred Proponent to the Authority. The Authority will consider the recommendation and will select the Preferred Proponent.

As a condition of being invited to be the Preferred Proponent, the Authority may require the Proponent invited to become the Preferred Proponent to renew or replace its committed debt finance for a minimum of 30 days. In addition, in order to remain the Preferred Proponent, the Proponent named as the Preferred Proponent may be required to continue to renew or replace its committed debt financing in accordance with Section 4.4.

Without limiting the Authority's rights under this RFP, if at any time after selection of the Preferred Proponent:

- (a) the Preferred Proponent fails to renew or replace its committed debt financing in accordance with Section 4.4;
- (b) the NPC of the Service Payments in the Proposal is greater than the Affordability Threshold;
- (c) the Authority determines that the credit spread between the Reference Rate and the Preferred Proponent's Senior Debt rate is or at any time becomes inconsistent with market pricing or that

for any other reason related to the Senior Debt (including cover ratios or other requirements) better value for money would be achieved,

the Authority may request the Preferred Proponent to seek alternative funding arrangements, subject to the review and approval of the Authority, the Authority may obtain additional or other funding, or the Authority and the Preferred Proponent may together seek any alternative funding arrangements (collectively, the “**Changed Funding Arrangements**”), and the parties may negotiate the Changed Funding Arrangements and any related matter.”

It is the intention of the Authority that any issues with respect to the Final Draft Project Agreement will be finalized prior to the Closing Time so that the Final Draft Project Agreement, once issued, will not be further modified and is to be executed by the Preferred Proponent without further amendment, except for changes, modifications and additions:

- (a) relating to the determination by the Authority in agreement with the Preferred Proponent regarding which parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Project Agreement or otherwise pursuant to express provisions of the Project Agreement, or relating to the determination by the Authority in agreement with the Preferred Proponent regarding which of the Proponent’s comments, if any, on the Technical Provisions are acceptable to the Authority, and modifications, changes and additions as a consequence of or in connection with such incorporations or changes, modifications and additions to the Technical Provisions;
- (b) to those provisions or parts of the Final Draft Project Agreement which are indicated as being subject to completion or finalization or which the Authority determines in its discretion, require completion or finalization, including provisions which require:
  - (i) modification or the insertion or addition of information relating to the Proponent’s formation (e.g. corporate, partnership or trust structure) and funding structure; and
  - (ii) modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent’s relationships with its principal subcontractors (including each of the Project Contractors)
- (c) required by the Authority in order to complete, based on the Proposal, any provision of the Final Draft Project Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Project Agreement;
- (d) that are necessary to create or provide for a duly authorized and legally complete and binding agreement;
- (e) that enhance clarity in legal drafting; or
- (f) that may be required as a consequence of the Changed Funding Arrangements.

The Authority also reserves the right in its discretion to negotiate changes to the Final Draft Project Agreement.

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

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or



- (b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

Any final approvals required by the Authority, such as from the board of the Authority or from the Provincial Government, will be conditions of final execution or commencement of the Project Agreement.

## **8.2 Preferred Proponent Security Deposit**

The Authority will, subject to the terms of this RFP, invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Authority, such date not earlier than 5 days after notification of the appointment of the Preferred Proponent.

The Preferred Proponent's eligibility to remain the Preferred Proponent is, subject to the terms of this RFP, conditioned on delivering the Preferred Proponent Security Deposit in accordance with the invitation from the Authority on or before the date and time specified.

The Authority will be entitled to retain the Preferred Proponent Security Deposit absolutely and unconditionally without Claim of any kind by the Preferred Proponent only if the Authority provides written confirmation to the Preferred Proponent at least 21 days prior to the expiry of the Proposal Validity Period that the Authority is prepared to enter into the Project Agreement in the form of the Final Draft Project Agreement and the whole of the Proposal, or alternatively in the form of the Final Draft Project Agreement with any changes set out in Section 8.1 as agreed by the Authority and the Preferred Proponent and any parts of the Proposal as agreed by the Authority and the Preferred Proponent, and Financial Close is not achieved at or before the expiry of the Proposal Validity Period, unless Financial Close was not achieved as a result of an event which could not have been reasonably prevented by and was beyond the reasonable control of the Preferred Proponent and which the Preferred Proponent can demonstrate to the Authority's satisfaction, acting reasonably, would substantially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the RFP or the Project Agreement for a continuous period of 180 days. For the purposes of this paragraph, in the event that the proposed Senior Lenders withdraw or require a change in terms on the basis of objectively verifiable adverse or unforeseen conditions in the debt market, such event will be deemed to be an event which meets the conditions of the previous sentence for which the Authority is not entitled to retain the preferred Proponent Security Deposit.

Unless the Authority is entitled to retain the Preferred Proponent Security Deposit, the Authority will release it to the Preferred Proponent upon the achievement of Financial Close or the expiry of the Proposal Validity Period.

## **8.3 Partial Compensation for Participation in the RFP**

The Authority will pay the lesser of (i) \$500,000 (inclusive of any GST payable) or (ii) the substantiated out of pocket costs reasonably incurred by the Proponent in the preparation of a Proposal to:

- (a) each unsuccessful Proponent that submits a *bona fide* and responsive Proposal, meets the Mandatory Requirements and in other respects materially and substantially conforms to the provisions of this RFP, sufficiently and in such a manner that the Proposal would be considered by a reasonable public sector owner to be a complete and competitive Proposal submitted in good faith by a Proponent who intended to conform to and comply with all requirements of this RFP; or
- (b) each Proponent in the event the Authority exercises its rights under this RFP to cancel or terminate the Competitive Selection Process prior to entering into the Project Agreement with a Proponent,

provided that such Proponents comply with the following conditions:

- (c) the Proponent provides written acknowledgement of the disclaimers, limitations and waivers of liability and Claims contained in the RFP, including Section 10.13 (Limitation), and the Participation Agreement, and of the licence to the Authority of rights to the Intellectual Property Rights and waiver of moral rights pursuant to Section 6.9;
- (d) with respect to the Preferred Proponent if the Competitive Selection Process is cancelled or terminated after the selection of the Preferred Proponent, the Preferred Proponent has delivered the Preferred Proponent Security Deposit; and
- (e) the Proponent submits an invoice for such payment to the Authority. The invoice should state the amount of the out of pocket costs incurred by the Proponent in the preparation of the Proposal.

The Authority shall not be obligated to make any such payment to any Proponent that withdraws from the Competitive Selection Process or, except in the circumstances described in (b) above, any Proponent that does not submit a Proposal as described in (a) above.

In determining whether to make available the partial compensation in this RFP, the Authority considered the potential value in obtaining the licence to the Authority of rights to the Intellectual Property Rights and waiver of moral rights pursuant to Section 6.9. Accordingly, after selection of the Preferred Proponent, Financial Close or the expiry of the Proposal Validity Period, the Authority may be willing to consider payment of up to \$500,000 (inclusive of any GST payable) to a Proponent that fails to meet the Mandatory Requirements on conditions satisfactory to the Authority and the Proponent. The conditions may include the Authority reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Authority granting license rights to the Authority. Such arrangements will not be governed by the RFP.

#### **8.4 Debriefs**

The Authority will, following Financial Close, upon request from a Proponent, conduct a debriefing for that Proponent. In a debriefing the Authority may discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Authority will not disclose or discuss any confidential information of another Proponent.

### **9. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE**

#### **9.1 Conflict of Interest Adjudicator**

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

#### **9.2 Relationship Disclosure and Review Process**

Proponents must submit the Relationship Disclosure Form with their Proposal and disclose all conflicts of interest or unfair advantage.

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

Proponents, including all firms, corporations or individual member of a Proponent, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Authority, Partnerships BC or any members of the Evaluation Committee or others providing

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

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

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

The Authority may provide any decision by the Authority or the COI Adjudicator regarding conflicts of interest to all Proponents where the Authority, in its discretion, determines that the decision is of general application.

### **9.3 Use or Inclusion of Restricted Parties**

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

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

Each Proponent is responsible, and bears the onus, to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party, or includes any Restricted Party in the Proponent Team except as permitted by this Section 9.3.

### **9.4 Current Restricted Parties**

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

- (a) Stantec Architecture Ltd. and sub-consultants including:
  - (i) Stantec Consulting Ltd.
  - (ii) Altus Geomatics Limited Partnership
  - (iii) Myles J. Noel Associates, LLC
  - (iv) Burnstad Consulting Ltd.
  - (v) Parkland Geotechnical Consulting Ltd.;
- (b) Fasken Martineau DuMoulin LLP;
- (c) Deloitte Touche Tohmatsu;
- (d) Spiegel Skillen + Associates Limited;
- (e) Boughton Law Corporation;

- (f) Caroline Webster Consulting;
- (g) Pacific Meridian Consulting;
- (h) Heenan Blaikie; and
- (i) the Authority and Partnerships BC, including their former and current employees who fall within the definition of “Restricted Party”.

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

### **9.5 Request for Advance Decision**

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

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

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

Subject to Section 10.4, all requests for advance decisions will be treated in confidence. If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

### **9.6 The Authority May Request Advance Decisions**

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 9.6.

### **9.7 Decisions Final and Binding**

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

### **9.8 Shared Use**

A Shared Use Person is eligible to do work for a Proponent, but is required to commit that they will not enter into exclusive arrangements with any Proponent. As of the date of this RFP, no Shared Use Persons have been identified.

### **9.9 Exclusivity**

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

## **10. RFP TERMS AND CONDITIONS**

### **10.1 No Obligation to Proceed**

This RFP does not commit the Authority in any way to award a Project Agreement and the Authority reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

### **10.2 No Contract**

This RFP is neither an offer nor an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under or arises from this RFP, or as a result of or in connection with the submission of a Proposal, including as a result of or in connection with the submission of any part of the Proposal, save and except only if the Project Agreement is executed and delivered and then only to the extent expressly set out in the Project Agreement.

### **10.3 No Obligation to Accept the Lowest Priced Proposal**

The lowest cost Proposal will not necessarily be accepted. The Authority has no obligation to accept the Proposal with the lowest Service Payments or the Proposal with lowest Net Present Value (NPV) of the Service Payments.

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

All documents and other records in the custody of, or under the control of, the Authority are subject to the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”) and other applicable legislation. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

### **10.5 Cost of Preparing the Proposal**

Subject to Section 8.3, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

### **10.6 Confidentiality of Information**

All information pertaining to the Project received through participation in this RFP is confidential and may not be disclosed without the written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority.

### **10.7 Reservation of Rights**

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

- (a) amend the scope of the Project, modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) not accept, to reject or to disqualify any or all Proposals for any reason without any obligation, compensation or reimbursement to any Proponent or any of its team members subject to any payment required by Section 8.3;
- (e) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project, for portions of this Project, or for work of a similar nature with any person;
- (f) make any changes to the terms of the business opportunity described in this RFP; and
- (g) negotiate any and all aspects of Proposals;
- (h) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

### **10.8 No Collusion**

Proponents, Proponent Team Members and Key Individuals will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent (including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member), represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

## 10.9 No Lobbying

Proponents, Proponent Team Members and Key Individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not in relation to the Project, this RFP, or the Competitive Selection Process, engage in any form of political or other lobbying whatsoever, including for the purpose of influencing the outcome of the Competitive Selection Process or the selection of the Preferred Proponent. 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 Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Ministry of Health Services, Partnerships BC or, including any Minister or Deputy Minister of the Authority, 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, including for purposes of,

- (a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- (b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- (c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- (d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, or the Project Agreement, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- (e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of the foregoing, the Authority in its sole discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the Partial Compensation as set out in Section 8.3.

## 10.10 Ownership of Proposal

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

## 10.11 Disclosure and Transparency

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

The Authority expects to disclose the following information during this stage of the Competitive Selection Process:

- the RFP document, Volumes 1 and 2;
- the number of Proponents; and
- the name of Proponents.

Following Financial Close, the Authority expects to disclose:

- the Fairness Advisor's report;

- the Value for Money Report; and
- the Project Agreement.

Each Proponent agrees that:

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

### 10.12 Fairness Advisor

The Authority has appointed Joan Young (the “Fairness Advisor”) to monitor the Competitive Selection Process up to the time of selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the Authority that the Authority will make available to Proponents upon request

The Fairness Advisor will be:

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

Proponents may contact the fairness advisor directly with regard to the Competitive Selection Process.

### 10.13 Limitation

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- (a) agrees not to bring any Claim against the Authority or any of its employees, advisors or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of the RFP or Competitive Selection Process, including:
  - (i) in the event the Authority accepts a non compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
  - (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any rights under the RFP; and
- (b) waives any and all Claims against the Authority or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Authority and the Proponent for any reason, including without limitation
  - (i) in the event the Authority accepts a non compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or



- (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any rights under the RFP.

This Section shall not limit the Authority's obligation to make payment under Section 8.3, provided however that in no event shall the Authority's liability exceed the amount calculated pursuant to Section 8.3.

## 11. INTERPRETATION

### 11.1 Definitions

In this RFP, unless a term is defined in this Section, capitalized terms have the meaning given in the Project Agreement.

**Addenda** means an amendment to this RFP issued by the Contact Person as described in Section 6.8;

**Affordability Ceiling** has the meaning set out in Section 4.1;

**Affordability Threshold** has the meaning set out in Section 4.2;

**Assumed Financial Close Date**

**Authority** means the Northern Health Authority;

**Authority Representatives** has the meaning set out in Section 2.1;

**Base Date** means March 31, 2009;

**Building Permit** means the building permit required for the construction of the Facility;

**Cash Inflows** means the stream of Service Payments not attributable to life cycle costs or direct operating costs determined in accordance with the following:

**Cash Inflows = TASP - OC - GAC - LCC**

Where:

**TASP** is the total Services Payments before taking into account Deductions and interest earned on the Debt Service Reserve Account (DSRA) and excluding any third party ancillary revenues

**OC** is all operating costs including cost of risk transferred

**GAC** is general operating costs, not including any fees to shareholders and related parties

**LCC** is all life cycle Costs, including additions and withdrawals and interest earned on maintenance reserve accounts

**Cash Outflows** means the stream of all cash outflows for all capital costs during the Construction Period, plus costs for preparing a Proposal minus Regional Hospital District funding, but does not include any pre-funding reserve accounts, financing relating fees and interest and fees to shareholders and related parties.

**Changed Funding Arrangements** has the meaning set out in Section 8.1;

**City** is the City of Fort St. John;

**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;

**Closing Time** means with respect to the Technical Submission, the Technical Closing Time and, with respect to the Financial/Commercial Submission, the Financial/Commercial Closing Time;

**COI Adjudicator** means the person described in Section 9.1;

**Collaborative Meetings** means the meetings, discussions and other communications, including teleconferences, contemplated by Section 2.1;

**Competitive Selection Process** means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFP stage;

**Contact Person** means the person identified as such on the cover page of Volume 2 of the RFP;

**Data Room** has the meaning set out in Section 2.4;

**Data Room Agreement** has the meaning set out in Section 2.4;

**Delivery Address** means the delivery address identified as such on the cover page of Volume 2 of the RFP;

**Enquiry** has the meaning set out in Section 6.6;

**Evaluation Committee** means the committee established by the Authority to evaluate the Proposals;

**Evaluation Criteria** means the criteria referred to in Appendix A;

**Executive Summary** has the meaning set out in Section A(1) of Volume 1 of the RFP;

**Expected Project IRR** is a Proponent's actual Project IRR as used in its financial model in the Financial/Commercial Submission;

**Facility** means collectively the Hospital, the Services Building and the Residential Care Building.

**Fairness Advisor** means the person described in Section 10.12;

**Final Draft Project Agreement** has the meaning set out in Section 2.2;

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

**Financial/Commercial Closing Time** means the date and time indicated as such on the cover page of Volume 2 of this RFP;

**Financial/Commercial Submission** means those portions of a Proposal set out in Section 6.1.6;

**FOIPPA** has the meaning set out in Section 10.4;

**Functional Program** has the meaning set out in the Output Specifications;

**Hospital** means the new acute care hospital;

**Indicative Design** has the meaning giving it in the Output Specifications;

**Initial Draft Project Agreement** has the meaning set out in Section 2.2;

**Intellectual Property Rights** has the meaning set out in Section 6.9.1;

**IRR** means internal rate of return;

**Key Individuals** means the persons identified as such in the Proponent's Proposal;

**Lands** means the area defined the Initial Draft Project Agreement;

**Lands for Future Development** has the meaning set out in Section 3.3;

**LEED® Gold Certification** has the meaning given in Schedule 2;

**NPC** has the meaning given to it in Section 4.1;

**Output Specifications** means Schedule 3 – Design and Construction Specifications;

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

**Partial Compensation** has the meaning set out in Section 8.3;

**Participation Agreement** means an agreement substantially in the form of Appendix E, including any amendments, or as otherwise acceptable to the Authority;

**Preferred Proponent** means the Proponent selected pursuant to this RFP to negotiate and enter into the Project Agreement;

**Preferred Proponent Security Deposit** means the sum of **\$2,000,000.00** by way of an irrevocable letter of credit in the form set out in Appendix G or otherwise in form and content acceptable to the Authority in its sole discretion;

**Pricing Schedules** means the pricing schedules substantially in the form set out in RFP Volume 2, Appendix A, Section B;

**Project** means the design, construction, financing, commissioning and maintenance and other specified services of and for the Facility and all other works ancillary to the Facility in accordance with the Project Agreement;

**Project Agreement** means:

- (i) prior to the Authority awarding a contract for the Project to the Preferred Proponent and execution of that contract, the most recently issued Initial Draft Project Agreement or the Final Draft Project Agreement, once issued, as amended, or
- (ii) after execution of a contract by the Authority and the Preferred Proponent for the Project, the contract as executed,

and in each case includes all Addenda, Schedules, Appendices, Attachments and other documents included or reference therein.

**Project IRR** means the discount rate at which the NPC of all Cash Inflows and Cash Outflows equals zero, calculated using the XIRR formula in Microsoft Excel;

**Project Objectives** means the Authority's objectives for the Project set out in the Executive Summary;

**Project Co** means the entity that enters into the Project Agreement with the Authority;

**Proponent** means one of the entities identified in Section 1.3;

**Proponent Comment Form** means a form substantially in the form of Appendix D;

**Proponent Team** means for each Proponent the team identified by that Proponent in its submission pursuant to the RFQ as changed in accordance with the RFP ;

**Proposal** means a proposal submitted in response to the RFP;

**Proposal Declaration Form** means a form substantially as set out in Appendix B or as otherwise acceptable to the Authority;

**Proposal Validity Period** has the meaning set out in Section 6.13 ;

**Reference Rate** means the underlying Government of Canada long-term bond yield or other reference rate proposed by a Proponent and accepted by the Authority, which is currently at a rate of 4.24% but if it increases, it will be updated on February 17, 2009;

**Relationship Disclosure Form** means a form substantially as set out in Appendix C or as otherwise acceptable to the Authority;

**Residential Care Building** means a residential care replacement facility;

**Restricted Party** means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the Competitive 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 that is not, or would not reasonably be expected to be, available to other Proponents. Restricted Parties include those identified in Section 9.4;

**RFP** means this request for proposals seeking Proposals for the Project, including Volumes 1 – 4 as described in the Executive Summary;

**RFQ** has the meaning set out in Section 1.3;

**Service Protocols and Specifications** means Schedule 4 – Service Protocols and Specifications;

**Services Building** means a services building, including, laundry and food services..

**Services Payment** means the “Service Payments” described in Schedule 8 of the Project Agreement.

**Technical Closing Time** means the date and time indicated as such on the cover page of Volume 2 of this RFP;

**Technical Submission** means those portions of a Proposal set out in Section 6.1.5;

**Technical Provisions** means Schedule 3 [Design and Construction Specifications] and Appendices 4[B] to 4[G] of the Project Agreement; and

**Third Party Intellectual Property Rights** means all Intellectual Property Rights of a party which is not a member of, or a related party to, a member of a Proponent Teams.

## 11.2 References within the RFP

Unless otherwise indicated, in this RFP:

- (a) each reference to a section within Volume 2 of the RFP is a reference to a section within this Volume in which the reference is made;
- (b) each reference to an Appendix is a reference to an Appendix of Volume 2 of the RFP;
- (c) each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be;
- (d) all monetary amounts are expressed in Canadian Dollars; and
- (e) the words “include”, “includes” or “including” are to be construed as meaning “include without limitation”, “includes without limitation” or “including without limitation”, respectively.

**APPENDIX A – PROPOSAL REQUIREMENTS, PRICING SCHEDULES AND EVALUATION CRITERIA**

- 1. This Proposal Declaration should be executed by the Proponent and each member of the Proponent Team, excluding Key Individuals.**
- 2. By executing this Proposal Declaration, you agree to the provisions of the RFP and this Proposal Declaration.**

## APPENDIX B – PROPOSAL DECLARATION FORM

### [RFP Proponent's Letterhead]

To: [Insert client and submission location]

Attention: [Insert contact person]

Capitalized terms have the definitions given them in the RFP.

In consideration of the Authority's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby agrees and acknowledges that:

#### 1. Proposal

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

#### 2. Acknowledgements with Respect to the RFP

- (a) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- (b) the Proponent has provided a price proposal that does not exceed the Affordability Ceiling as defined in the RFP;
- (c) the Proponent 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;
- (d) the Proponent's representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (e) the Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (f) the Proponent confirms accepting the terms of, and have no further comments on, the Final Draft Project Agreement, and that this agreement is acceptable without modification (save as contemplated therein) for purposes of financing the Project as contemplated in this letter.

Proponent Team consists of:

Name	Address	Equity Provider or Key Individual

**PROPONENT REPRESENTATIVE**

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Name	Name of Employer
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Address	E-mail Address
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Name of Authorized Signatory	Telephone
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Signature	Fax Number
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**APPENDIX C – RELATIONSHIP DISCLOSURE FORM**

**This must be completed by each Proponent Team member  
(including firms and individuals)**

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

<b>Name of Restricted Party/Person</b>	<b>Details of the Nature of the Proponent’s relationship with the listed Restricted Party/Person</b> <i>(e.g. Proponent was an advisor to the Restricted Party from 1999-2000)</i>

**APPENDIX D – PROPONENT COMMENTS FORM**

**(Collaborative Discussions – s. 2.2(b))  
NORTHERN HEALTH AUTHORITY  
PROJECT AGREEMENT**

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

## APPENDIX E – PARTICIPATION AGREEMENT

## APPENDIX F – COMMITMENT LETTER TEMPLATE

**Letter to be addressed to the Authority, and sent from all Senior Lenders supporting the Proposal, either individually or (provided that all of them sign the letter) as a group. Separate letters from separate groups of Senior Lenders (e.g., senior, mezzanine, capital markets, and financial guarantors) will be permitted, if appropriate.**

**To: Northern Health Authority  
c/o Partnerships British Columbia Inc.  
2320 – 111 West Georgia Street  
Vancouver BC V6E 4M3**

**Re: Fort St John Hospital Project (the “Project”)**

[Individual letter - Bank or other financial institution name] [Group letter]

The signatories of this letter provide(s) this letter in support of the Proposal (as defined in the RFP) submitted by [the Proponent’s name] (the “Proponent”) in response to the RFP issued by the Authority on XXXXXXXX, 2008, as amended, in relation to the Project and in consideration of the Authority inviting the Proponent to submit such Proposal.

We confirm that we have undertaken the due diligence that we consider necessary on the Project to enable us to offer committed financing to the Proponent in an amount of not less than \$XXX,XXX.00 in support of the Proponent’s Proposal, which the Proponent has confirmed to us complies with the requirements of the RFP. The provision of such financing will be subject only to the following:

the completion of a satisfactory audit of the financial close financial model;

negotiation and finalization of funding documentation based on the attached debt term sheet (accepting there will be no changes to the agreements noted in paragraph 2 c) below); and

negotiation and finalization of Principal Contracts based on the heads of terms included in the Proposal (accepting there will be no changes to the agreements noted in paragraph 2 (d) below).

We have carried out and relied upon the due diligence referred to in paragraph 1 above with support from and in cooperation with [name] (our legal advisors), [name] (our technical advisors), [name] (our insurance advisors) [and [name] (our model auditors)]. In particular:

due diligence on the technical submission proposed for the Project by the Proponent has been undertaken on our behalf and we are satisfied with this technical solution;

due diligence on the insurance proposals contained in the Proposal and the Authority’s requirements in relation to insurances for the Project has been undertaken on our behalf and we can confirm that we are satisfied with the adequacy of the proposed insurance arrangements contained within the Proposal (assuming that such insurance arrangements are commercially available at the time of financial close);

due diligence has been undertaken on the Financial Model included in the Proposal and we confirm that the results of the Financial Model (including the sensitivities) are satisfactory and capable of supporting the proposed financing described in the attached debt term sheet (subject to a satisfactory audit of the Financial Model); and

we confirm that we accept the terms of, and have no further comments on, the Final Draft Project Agreement, and that this agreement is acceptable without modification (save as contemplated therein) for purposes of financing the Project as contemplated in this letter.

We are satisfied that the attached debt term sheet sets out all significant commercial terms and conditions relating to the financing referred to in paragraph 1 above.

[\*Note: As set out in Section 6.1.3 of Volume 2, the confirmation of credit committee approval and any other required internal approvals may be provided by 1:00 p.m. (local time in Vancouver) March 12, 2009.]

[If individual letters submitted] We confirm that we have received credit committee approval, and any other required internal approvals, for the underwriting of up to [ ]% of the [describe relevant facilities referred to in debt term sheet] on the terms contemplated by this letter and the attached debt term sheet (subject to any revision in relation to paragraph 1 (a) above).

[If group letters submitted] We confirm that we have received credit committee approval, and any other required internal approvals, for the underwriting of the facilities referred to in the attached debt term sheet in the following percentages and on the terms contemplated by this letter and the attached debt term sheet:

[List banks/financial institutions individually and the percentage participations of each of them in each facility]

[If individual or group letters submitted] We confirm that [our commitment] [the commitment of each signatory of this letter] described in this letter in the amount represented by the percentage[s] detailed above will not be affected by any subsequent withdrawal by, or removal of, any other Senior Lender from the Proponent's financing plan].

We confirm that we will be able to meet the Authority's timetable to achieve Financial Close (i.e., execution and delivery of all funding agreements and satisfaction of all conditions precedent to initial drawdown) by [4] weeks after the announcement of the Proponent as the Preferred Proponent.

For the avoidance of any doubt, this letter does not constitute an offer of finance or a legally binding commitment of any kind to provide finance. This letter is intended for your exclusive use and may not be relied upon or used by any other person. This letter is provided on the condition that the contents will be treated as strictly private and confidential and shall not be disclosed or quoted in whole or in part to any person other than the Authority, other governmental authorities including the Province of British Columbia, and/or their advisors.

## APPENDIX G – FORM OF LETTER OF CREDIT

**[Note: Letter of Credit should be issued by a Canadian chartered bank acceptable to the Authority in its sole discretion and be callable at the bank's counters in Vancouver, British Columbia.]**

TO: Northern Health Authority

<>  
(the "**Beneficiary**")

**RE: PREFERRED PROPONENT SECURITY DEPOSIT**

IRREVOCABLE LETTER OF CREDIT NO: \_\_\_\_\_

Dear Sirs:

At the request of our client, \_\_\_\_\_ (the "**Customer**"), we hereby issue in your favour our irrevocable letter of credit No. \_\_\_\_\_ ("**Letter of Credit**") for a sum not exceeding in the aggregate <> Canadian Dollars (CDN \$ \_\_\_\_\_) effective immediately.

This bank shall immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$ \_\_\_\_\_ upon your written demand(s) for payment being made upon us at our counter during normal business hours, <> **[Note: insert address of Bank in Vancouver, British Columbia]**, Canada referencing this irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_.

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- (a) The person signing the certificate is an authorized signatory of the Beneficiary.
- (b) The Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We shall honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.

All banking charges are for the account of the Customer.

This Letter of Credit shall remain in full force and effect and, unless renewed, will expire at the close of business on \_\_\_\_\_[insert 180 days after the Closing Time]

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 30 days before the expiry date.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**APPENDIX H – CERTIFICATE OF ACKNOWLEDGEMENT OF NO MATERIAL ADVERSE CHANGE  
FORM**

TBD



**APPENDIX I – EARLY WORKS AGREEMENT**

**APPENDIX J – SCOPE LADDER LIST**

**APPENDIX K – CONSTRUCTION INSURANCE WRITING QUESTIONNAIRE**

## Appendix A – Proposal Requirements, Pricing Schedules and Evaluation Criteria

**Contents:**

This Appendix includes:

- A. Proposal Requirements: beginning on page 1
- B. Pricing Schedules: beginning on page 39;
- C. Evaluation Criteria: beginning on page 53.

**A. PROPOSAL REQUIREMENTS**

Technical Proposal (Refer to Section 6.3 of the RFP)

Proponents should submit eight (8) hard copies (7 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals Fort St. John Hospital”.

Financial Proposal (Refer to Section 6.3 of the RFP)

Proponents should submit a total of five (5) hard copies (4 bound and 1 unbound) and one (1) electronic copy (on CD-ROM) of the Proposal in a package clearly marked “Request for Proposals for Fort St. John Hospital”.

The table below describes more specifically the Proposal requirements. For ease of reference Proposals should be written using the section numbers and titles as indicated with variations if any, clearly identified. Any deviation in the Proposal from the requirements of the RFP or the Final Draft Project Agreement should be clearly noted.

Note: Defined terms have the meaning set out in the RFP or the Final Draft Project Agreement as the context may require. References to the Schedules and the Appendices are to the Schedules and Appendices to the Final Draft Project Agreement unless otherwise specified.

Section No.	Title	Contents
<b>PACKAGE 1: TRANSMITTAL</b>		
1.1	<b>Cover Letter</b>	Proponents should provide a cover letter that includes or attaches:

Section No.	Title	Contents
		<p>(a) Confirmation that the Proposal meets the Mandatory Requirements as stated in section 7.4 of the RFP.</p> <p>(b) The completed Proposal Declaration Form (Appendix B, Volume 2 of this RFP).</p> <p>(c) The completed Relationships Disclosure Form (Appendix C, Volume 2 of this RFP)</p> <p>(d) Confirmation of the Company/Firm name, Key Individuals and significant team members for each of the following:</p> <ul style="list-style-type: none"> <li>i. consortium/lead;</li> <li>ii. equity providers;</li> <li>iii. design team;</li> <li>iv. construction team;</li> <li>v. facility management team;</li> <li>vi. financial advisor;</li> <li>vii. legal advisor; and</li> <li>viii. other(s) – please specify.</li> </ul> <p>If there have been any changes to team members or Key Individuals as were specified in the Proponent’s RFQ Submission then any such changes should be approved by the Authority as per section [6.12] of Volume 2 of the RFP.</p> <p>(e) Name and contact details for the Proponent’s Representative:</p> <ul style="list-style-type: none"> <li>i. name;</li> <li>ii. employer;</li> <li>iii. mailing/courier address;</li> <li>iv. telephone number;</li> <li>v. facsimile number;</li> <li>vi. email address; and</li> <li>vii. website address.</li> </ul> <p>The Proponent’s Representative will be the <u>only</u> point of contact for the Proponent from the Authority regarding this RFP.</p>
<b>PACKAGE 2: FINANCIAL AND COMMERCIAL</b>		

Section No.	Title	Contents
		<p>Without limiting the requirements set out below and in the following table, the Proponent is to include in Package 2:</p> <ul style="list-style-type: none"> <li>(a) A well developed, robust Financial Model and Plan; and</li> <li>(b) Written evidence that: <ul style="list-style-type: none"> <li>i. Proponent has sufficient support and commitment from the Senior Lenders, Junior Lenders, Shareholders, Partners, Unitholders and Affiliates (the “Funders”); and</li> <li>ii. The Proponent will: <ul style="list-style-type: none"> <li>▪ Execute the Project Agreement, substantially in the form of the Final Draft Project Agreement; and</li> <li>▪ Perform all the obligations of Project Co as set out in the Project Agreement.</li> </ul> </li> </ul> </li> </ul> <p>Package 2 is to provide sufficient information and documentation, in accordance with the requirements set out below, to allow the Authority to evaluate:</p> <ul style="list-style-type: none"> <li>(a) Whether the Proposal satisfies the financial requirements set out in this RFP and the Final Draft Project Agreement, including, but not limited to: <ul style="list-style-type: none"> <li>i. Confirming that the Proponent has arranged sufficient financing for the Project having regard to the requirements of the Final Draft Project Agreement;</li> <li>ii. Assessing robustness and deliverability; and</li> <li>iii. Determining that the financing plan can be executed expediently if the Proponent is selected as Preferred Proponent;</li> </ul> </li> <li>(b) Whether each of the Shareholders and Principal Contractors of the Proponent continue to have the ability to raise sufficient capital to fund the equity requirements; and</li> <li>(c) Whether the Proponent is financially viable.</li> <li>(d) Whether material changes to the Proponent’s organization have occurred since the RFQ Qualification Response;</li> <li>(e) Current financial strength;</li> <li>(f) Current or pending claims, litigation or equivalent; and</li> <li>(g) Ability to obtain the insurance coverage for the Project (outside of HCPP).</li> </ul> <p>Package 2 is to address the requirements set out in the table below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.</p>

Section No.	Title	Contents
<b>2.1</b>	<b>Structure of Project Co and relationship with the Authority</b>	
2.1.1	Structure of Project Co	Describe (up to approximately 1,000 words) the legal structure of Project Co and the existing or anticipated contractual relationship between Project Co team members.
2.1.2	Relationship with the Authority	Describe (up to approximately 1,000 words) the management structure of, and Key Individuals within, Project Co, and their roles in interacting with the Authority.
<b>2.2</b>	<b>Agreements within Project Co</b>	
2.2.1	Project Contractors	The Proponent is to provide, at a minimum, draft heads of agreement executed by all applicable parties for all major contractors, including design, construction, operation, maintenance and lifecycle.
<b>2.3</b>	<b>Basis of Financial Submittal</b>	
2.3.1	Key Dates	(a) Proponents should use an assumed Base Date of March 31, 2009 as the basis for developing their Financial Proposal.  (b) Proponents should use an assumed date of March 31, 2009 for Financial Close (the "Assumed Financial Close Date").
2.3.2	Currency	Provide prices as of the Base Date in Canadian dollars.
2.3.3	Price Validity	Except for specified adjustments to interest rates and credit margins, the Authority will assume that all prices listed in a Proposal will remain valid for a period of at least 120 days after the Closing Time of the Financial Submission.
2.3.4	Inflation	Assume that an element of the Service Payment will be indexed using the CPI in accordance with the Payment Mechanism. For evaluation purposes, assume CPI at a rate of 2.5% per annum and indexation will be applied on an annual basis starting April 1 and ending on March 31, with the first adjustment from the Base Date until March 31, 2010 and with the adjustment effective April 1,

Section No.	Title	Contents
		<p>2010. The Authority is prepared to pay indexation only on:</p> <ul style="list-style-type: none"> <li>(a) service costs;</li> <li>(b) lifecycle costs;</li> <li>(c) other operating costs, including Project Co's management and direct operating costs; and</li> <li>(d) the annual Service Payment should be level in real terms for the entire Operating Period with the exception of lifecycle maintenance aspects of the Service Payment which may be sculpted to meet the lifecycle profile.</li> </ul>
2.3.5	Interest Rates	<ul style="list-style-type: none"> <li>(a) Proponents should provide the underlying interest (the "benchmark rate(s)") as priced at 10:00 a.m. EST two Business Days prior to the Financial/Commercial Closing Time and all supporting information (including a copy of the screen from which the benchmark rate(s) were extracted, the average life and/or drawdown and repayment profile) that would allow the Authority to verify the reference interest benchmark rate(s).</li> <li>(b) Proponents should provide to the Authority's Contact Person anytime prior to the Financial/Commercial Closing Time but at least 2 weeks prior to the pricing in Part (a), the benchmark rate it will propose to use in its Proposal. Based on the information provided by the Proponent, the Authority will verify within three days the benchmark rate(s) that the Proponent is to use in preparation of its Package 2. The Authority will verify the respective benchmark rate(s) to each Proponent independently.</li> <li>(c) The Authority must assume the risk on changes to the benchmark rates without any limits. There are provisions in the main body of the RFP to deal with Changed Funding Arrangements so that the Authority can manage this risk.</li> <li>(d) The Authority will assume risk on changes in any margin over the benchmark rate stemming from renewal of committed finance. The Proponent will assume risk on changes in any margin over the benchmark rate in between renewals of committed financing.</li> <li>(e) The Service Payments proposed by the Preferred Proponent will be adjusted to reflect the financial impact of fluctuations in the benchmark rate(s) and changes to margins stemming from renewal of committed finance. The adjustment reflecting the variation in the benchmark rate(s) and margins will be determined by the Authority in good faith, in collaboration with the Preferred Proponent.</li> </ul>



Section No.	Title	Contents
		(f) The Proponent should provide full details and explanations of any credit spread, Lenders' margins and other adjustments to benchmark rate(s) that the Proponent considers appropriate.
2.3.6	Discount rate	For the purposes of the net present cost calculation, Proponents should use the Maximum Project IRR (currently 7.32% nominal).
2.3.7	Tax	The Proponent should provide full details of its taxation assumptions to demonstrate that in preparing its Proposal, the Proponent has given full consideration to all tax implications, including GST, which affect the total project cost to the Authority.
2.3.8	Payment Mechanism	The Payment Mechanism as described in Schedule 8 [Payments] should be used without modification to calculate the Proponent's Periodic Payment. For the purposes of modelling, Proponents should assume 100% performance and availability.
2.3.9	Refinancing	<p>The Proponent is to describe any plans for refinancing in their Proposal and demonstrate that the benefits of any refinancing have been taken into account in their Proposal.</p> <p>Where it is intended that debt will be refinanced, the Proponent is to provide details of any assumptions about the structure and the timing of the refinancing, interest rates, margins, timing of repayments, reserve accounts, cover ratios and expected Refinancing Gain.</p>
2.3.10		<p>Certified copies of board resolutions from the Proponent and each of its Equity Member(s) approving the Proposal and authorizing submission of the Proposal in response to this RFP on behalf of the Proponent and each Equity Member(s).</p> <p>Proponents are to provide the Commitment Letter, as outlined in Appendix F to this RFP, from all proposed Funders.</p>

Section No.	Title	Contents
2.4	Financial Capacity	
2.4.1	Financial Capacity Update	Proponents are to provide written acknowledgement of no material adverse change. This must be , executed on behalf of the Proponent, the Proponent Team Members, and Proponent guarantors, if any, for which financial information was submitted in the RFQ Response, by the Chief Financial Officer or other authorized officer of each respective entity. If there has been a material adverse change, full details should be provided. The Authority may, in its sole discretion, request further evidence of financial capacity.
2.4.2.	Equity Members, Shareholders and Guarantors	<p>The Proponent is to provide the following information, updated as necessary from the Qualification Response, in respect of each of its Equity Members, Shareholders and guarantors:</p> <ul style="list-style-type: none"> <li>(a) details of any material changes to the Proponent’s organization since the RFQ Response;</li> <li>(b) estimated level of equity participation in the Project for each Equity Member, and Shareholder and demonstration of how that equity will be funded;</li> <li>(c) description of credit lines, cash or other liquid investments available to support the estimated level of equity participations required;</li> <li>(d) for entities contributing more than \$4 million, annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>(e) for entities contributing less than or equal to \$4 million, annual financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>(f) details of any material events that may affect the party’s current financial standing since the last annual financial statements provided;</li> <li>(g) details of any credit rating(s); and</li> <li>(h) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ul>

Section No.	Title	Contents
2.5	<b>Service Payments</b>	
2.5.1	Service Payments	<p>Forms A1 and A2</p> <p>Each Proponent is to complete Forms A1 and A2 attached to this Appendix A setting out:</p> <ul style="list-style-type: none"> <li>(a) in both un-indexed [date] dollars and in nominal terms the amounts proposed by the Proponent in respect of each Contract Year as the annual Service Payment;</li> <li>(b) for purposes of comparison to the Affordability Ceiling, the net present cost of the Service Payments proposed by the Proponent, excluding any snow removal costs and assuming no Deductions under the Payment Mechanism, discounted at the Maximum Project IRR (currently 7.32% nominal); and</li> <li>(c) for purposes of comparison to the Affordability Threshold, the net present cost of the Service Payments proposed by the Proponent, excluding any snow removal costs and assuming no Deductions under the Payment Mechanism at the Proponent's Project IRR and discounted at the Maximum Project IRR (currently 7.32% nominal);</li> </ul>
2.6	<b>Financing</b>	
2.6.1	Financing Plan	<p>Proponents are to demonstrate that they have arranged sufficient financing for the Project.</p> <ul style="list-style-type: none"> <li>(a) The Financing Plan section is to include full details of the financial structure and instruments proposed.</li> <li>(b) The sources of financing are to match the use of funds throughout the Term. The Financing Plan section is to include: <ul style="list-style-type: none"> <li>i. a description of all sources of financing;</li> <li>ii. a description of any and all insurance or bonding;</li> <li>iii. the terms of any supporting guarantee(s) and details of how the Proponent will</li> </ul> </li> </ul>

Section No.	Title	Contents
		<p>satisfy those terms; and</p> <p>iv. a description of the Proponent’s anticipated hedging strategy and requirements.</p> <p>(c) Proponents that use a bank funding solution are to provide the following details:</p> <p>i. letter from the Funders together with confirming letter from such Funders’ legal counsel confirming that the Funders and their legal counsel have no additional comments on the Final Draft Project Agreement; and</p> <p>ii. evidence, in the form of detailed term sheets, or in the commitment letters that are required in section 2.6.4 of this Package 2 Table, which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required.</p> <p>(d) Proponents that use a capital market and or bond funding solution are to provide the following additional details:</p> <p>i. an indicative credit rating from one or more credit reference agencies, if the financing is dependent upon such a rating, together with a timetable to achieve final ratings.</p> <p>(e) Proponents that propose a solution involving a financial guarantor shall provide:</p> <p>i. letters from all financial guarantors with confirming letters from such financial guarantors’ legal counsel confirming that the financial guarantors and their legal counsel have no additional comments on the Final Draft Project Agreement; and</p> <p>ii. evidence, in the form of detailed term sheets, or in the commitment letters that are required in section 2.6.4 of this Package 2 Table, which have received formal approval, from financial guarantors.</p> <p>Proponents that use a composite funding solution with both capital market and bank funding are to provide both sets of additional information.</p>
2.6.2	Terms of Financing	<p>The terms of each source of financing (including any equity bridge loans identified in the Financing Plan section) are to be set out as follows:</p> <p>With respect to the parties that will provide or arrange financing or funding if the Proponent is selected as the Preferred Proponent and enters into the Project Agreement, the following is to be</p>

Section No.	Title	Contents
		<p>provided:</p> <ul style="list-style-type: none"> <li>(a) identity and credit status of each Funder;</li> <li>(b) amounts to be provided by each Funder;</li> <li>(c) the timing of injection;</li> <li>(d) the terms and conditions of subscription, including returns or yields;</li> <li>(e) dividend rights;</li> <li>(f) voting rights; and</li> <li>(g) the conditions, if any, upon which funds would be committed.</li> </ul> <p>With respect to each class of debt or other funding source (including leases), for each of arranger or underwriter, the following information is required in the form of a detailed term sheet, or within the commitment letter required for each Funder as outlined in section 2.6.4 of this Package 2 Table):</p> <ul style="list-style-type: none"> <li>(a) the identity of the lender, arranger or underwriter;</li> <li>(b) the amount of financing proposed or committed;</li> <li>(c) the drawdown schedule;</li> <li>(d) details of grace periods, including duration and contingency;</li> <li>(e) repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);</li> <li>(f) security, bonding or guarantee requirements (from either parents or third parties);</li> <li>(g) arrangement/underwriting, commitment, agency and all other such fees;</li> <li>(h) interest rates and margins including any step up/down mechanism;</li> <li>(i) material covenants, undertakings and other restrictions/requirements;</li> <li>(j) requirements for reserve accounts;</li> <li>(k) events of default and other similar arrangements;</li> </ul>

Section No.	Title	Contents
		<ul style="list-style-type: none"> <li>(l) step-in arrangements;</li> <li>(m) conditions precedent;</li> <li>(n) due diligence requirements; and</li> <li>(o) any other restrictions, requirements or conditions that materially impact the Proponent's ability to raise financing or draw down on committed financing after Effective Date.</li> </ul> <p>With respect to each form of equity or quasi-equity investments, the following information is required in the form of a detailed term sheet or within the commitment letter required for each Funder as outlined in section 2.6.4 of this Package 2 Table:</p> <ul style="list-style-type: none"> <li>(a) the identity of the equity or quasi-equity subscriber;</li> <li>(b) details regarding the availability of equity and quasi-equity finance;</li> <li>(c) copies of board minutes approving the quantum of equity and quasi-equity to be provided;</li> <li>(d) if guarantees are being provided as part of the financing package, written confirmation is to be provided by each shareholder's parent company, stating that it is able to provide a parent company guarantee in relation to the availability of the equity/quasi-equity for the Project, and that it has adequate funds available; and</li> <li>(e) if any equity or quasi-equity finance is to be raised from external sources, these sources are to be specified, and written confirmation given by the providers as to their willingness to offer funding and the amount of funding available.</li> </ul>
2.6.3	Financial Robustness	<p>Proponents are to provide a description of their financial robustness, including, but not limited to, details of how key risks are managed (e.g., interest rate, inflation, operation, maintenance, lifecycle and construction).</p> <p>Proponents are to complete the table "Project Sensitivities", as provided in Form A4. The Authority may, in its discretion, conduct additional sensitivities.</p>
2.6.4	Commitment Letter	<p>The level of commitment that the Authority expects at submission of Proposals is that all sponsor equity and quasi-equity, bonding and guarantees are to be fully committed subject only to documentation and material adverse change.</p> <p>Proponents are to provide evidence of this commitment by certified copies of board resolutions</p>

Section No.	Title	Contents
		<p>related to the terms set out. If equity or quasi-equity is to be provided by third parties, similar commitment is required from an underwriter for the full amount.</p> <p>The Proponent is to provide clear and express written statements of support and/or commitment directly, in the form of Commitment Letters, from all proposed Funders (including equity providers), each of which, at the minimum, are to confirm:</p> <ul style="list-style-type: none"> <li>(a) the Funder has reviewed and is satisfied with the Financial Model (stating version number) and the tax and accounting assumptions applied therein, subject to final model audit by an independent party;</li> <li>(b) the Funder has reviewed, and has obtained legal advice from its legal counsel on, the Project Agreement and has provided detailed comments to the Proponent (and which detailed comments the Proponent is to confirm have been incorporated by the Proponent in its Proposal);</li> <li>(c) the Funder has reviewed and accepted the risk allocation within the Proponent and amongst the Proponent and Proponent Team Members;</li> <li>(d) the level of approval obtained from the Funder and any, and all, conditions, which are to be satisfied before the funding will become committed;</li> <li>(e) the process necessary to provide committed funds at the Effective Date, and the likely timetable for that process; and</li> <li>(f) the length of time that the funds are committed (minimum 30 days)</li> </ul> <p>[*Note: As set out in Section 6.1.3 of Volume 2, the confirmation of credit committee approval and any other required internal approvals may be provided by 1:00 p.m. (local time in Vancouver) March 12, 2009.]</p>
<b>2.7</b>	<b>Financial Model</b>	
2.7.1	Financial Model and Structure	<p>Proponents are to submit a financial model (the “Financial Model”) in both electronic and hard copy.</p> <p>The Proponent’s Financial Model is to be consistent with the assumptions and be structured as</p>

Section No.	Title	Contents
		<p>follows:</p> <ul style="list-style-type: none"> <li>(a) it is to be produced in Microsoft Excel version 2000 XP or newer;</li> <li>(b) provide financial projections (cost and revenue projections) on a semi-annual basis (for each period ending March 31 and September 30) from Financial Close until the end of the Project Term;</li> <li>(c) be expressed in Canadian dollars;</li> <li>(d) include a print option macro;</li> <li>(e) not include circular references or balancing numbers and no input numbers in the calculation worksheets;</li> <li>(f) present inputs in blue font and formulas in black font;</li> <li>(g) flow calculations down and to the right;</li> <li>(h) limit the number of “if” statements;</li> <li>(i) include no hidden or password protected cells or worksheets; and</li> <li>(j) all sheets are to be set up to be printed clearly and legibly on 8.5 x 11” paper to include row and column descriptions on each printed page.</li> </ul>
2.7.2	Financial Model Inputs and Outputs	<p>The proposed Financial Model should include and provide:</p> <ul style="list-style-type: none"> <li>(a) Assumption schedules <ul style="list-style-type: none"> <li>i. capital, operating, maintenance and lifecycle costs;</li> <li>ii. time-based assumptions (those that do change over time);</li> <li>iii. static assumptions (those that do not change over time);</li> <li>iv. taxation;</li> <li>v. financing (including refinancing)</li> <li>vi. revenue in addition to the annual Service Payments;</li> <li>vii. payment mechanism; and</li> </ul> </li> </ul>



Section No.	Title	Contents
		<ul style="list-style-type: none"> <li>viii. a scenario control sheet.</li> <li>(b) Outputs <ul style="list-style-type: none"> <li>i. summary outputs;</li> <li>ii. sources and uses of funding</li> <li>iii. a schedule of payments by the Authority that sets out the expected date of payment and the amount to be paid by the Authority, in both real and nominal terms;</li> <li>iv. the proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid;</li> <li>v. the calculation of Project returns for the different elements of financing;</li> <li>vi. financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian private sector GAAP;</li> <li>vii. a cash flow statement that reflects the priority of access to cash flow based on the investor covenants and requirements set out in the Financing Plan section of this Appendix A;</li> <li>viii. calculation and results of covenants;</li> <li>ix. financial ratios as required by Funders as appropriate to the capital structure set out in the Financing Plan section of this Appendix A;</li> <li>x. project internal rate of return (IRR), before financing and tax, in both real terms and nominal (“Base Case Project IRR” as defined in the Final Draft Project Agreement) terms;</li> <li>xi. return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that incorporates all sub-senior debt finance (“Threshold Equity IRR” as defined in the Final Draft Project Agreement);</li> <li>xii. breakdown of development costs; and</li> <li>xiii. supporting schedules</li> </ul> </li> </ul>

Section No.	Title	Contents
		xiv. Affordability Ceiling calculation discounted at a discount rate equal to the Maximum Project IRR (currently 7.32%) and an Affordability Threshold calculation discounted at a discount rate equal to the Maximum Project IRR (currently 7.32%).
2.7.3	Financial Model Assumptions Book	<p>The assumptions book for the Financial Model is to provide sufficient detail for a duplicate Financial Model to be constructed from it. It is to cover the following areas:</p> <ul style="list-style-type: none"> <li>(a) A summary of the financing assumptions (including refinancings), including a breakdown of all fees and costs of the financing;</li> <li>(b) Capital, operating, maintenance and lifecycle costing schedules;</li> <li>(c) Macro-economic assumptions;</li> <li>(d) Taxation assumptions;</li> <li>(e) Depreciation rates and other accounting policies; and</li> <li>(f) All other assumptions required to construct the Financial Model.</li> </ul> <p>The assumptions book is to reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Authority may require the Proponent to resubmit either the Financial Model and/or the assumptions book.</p>
2.7.4	Instructions Manual for Financial Model	The instruction manual is to explain the functionality of the Financial Model and how it is structured. It is to provide sufficient details to allow the Authority to change model inputs to the sensitivities shown in "Form A4 Project Sensitivities" of this Appendix.
<b>2.8</b>	<b>Insurance</b>	
2.8.1	Insurance Requirements	Proponents should include a completed "Construction Insurance Underwriting Questionnaire" together with all supporting documents. This form is available as Appendix K of the RFP.
<b>2.9</b>	<b>Scope Ladder</b>	
2.9.1	Scope Ladder	Clearly identify which items, if any, from the Scope Ladder were utilized.

<b>PACKAGE 3 – Design and Construction</b>		
<b>3.1</b>	<b>Compliance with Schedule 3 [Design and Construction Requirements]</b>	
<b>3.1.1</b>	<b>Compliance with Schedule 3</b>	<p>(a) Confirm compliance of the Proposal with Schedule 3 [Design and Construction Specifications]; or</p> <p>(b) List and describe any variances to Schedule 3 [Design and Construction Requirements]:</p> <ul style="list-style-type: none"> <li>i. a detailed list of all requested variances;</li> <li>ii. reasons for each requested variance;</li> <li>iii. suggested revised drafting; and</li> <li>iv. price of the variance, expressed as the price increase or decrease of implementing the variance.</li> </ul> <p>(c) Identify which scope ladder items were utilized</p>
<b>3.2</b>	<b>Project Delivery</b>	
<b>3.2.1</b>	<b>Approach</b>	<p>(a) Describe and provide the Proponent’s management plan for the design of the Project showing:</p> <ul style="list-style-type: none"> <li>i. the design and construction methodology and general approach overall;</li> <li>ii. an organization chart, including all sub-consultants;</li> <li>iii. Key Personnel - where individuals are identified who were not previously identified in the RFQ Response, attach a curriculum vitae and information on their experience on healthcare projects of a similar size and nature;</li> <li>iv. a summary of the current project workload of the Proponent’s team including a detailed list of current staff and manpower available for this project, and their anticipated commitment levels;</li> <li>v. design constraints and risks;</li> <li>vi. quality control procedures;</li> </ul>

		<ul style="list-style-type: none"> <li>vii. proposed work plan, identifying milestone dates, review activities and requirements for Authority interaction; and</li> <li>viii. indicate value of current work.</li> </ul> <p>(b) Describe and provide the Proponent’s process for managing approvals:</p> <ul style="list-style-type: none"> <li>i. municipal approvals;</li> <li>ii. commissioning;</li> <li>iii. LEED® Gold Certification;</li> <li>iv. change orders; and</li> <li>v. any other approvals necessary.</li> </ul>
<b>3.2.2</b>	<b>Design</b>	<p>(a) Identify and describe in no more than 1,000 words (for each topic below), including photos, illustrations and cross-references as needed, how the proposal meets the Authority’s key project objectives including:</p> <ul style="list-style-type: none"> <li>i. Provide adequate space to enable client-focused care delivery and excellent outcomes for patients, clinicians and staff;</li> <li>ii. Improve quality of care provided to patients of the Fort St. John region;</li> <li>iii. Improve working conditions to improve safety, efficiency, and outcomes for patients, clinicians and staff; and</li> <li>iv. Provide a practice and learning environment that will attract and retain quality health care professionals.</li> </ul> <p>(b) Identify and describe, in no more than 500 words, any features of the design and construction of the Facility that enhance the Authority’s provision of clinical services and non-clinical services, especially those which may increase the efficiency and effectiveness, while reducing the cost, of the provision of those services, or which may otherwise provide downstream benefits to the Authority in their day-to-day activities.</p> <p>(c) Provide a strategy to achieve LEED® Gold Certification, including a break down in the form of a checklist.</p>
<b>3.2.3</b>	<b>Approvals Process</b>	<p>(a) Identify whether the design proposal will require any variance in the amended zoning that is being requested from the City.</p>

		(b) In the event that a change in the zoning is required, describe how the Proponent will manage the approval of the change for the benefit of the Project and its overall objectives.
<b>3.3</b>	<b>Design</b>	
		(a) Confirm compliance of the Proposal with the Output Specifications; or (b) List any Output Specifications that the Proponent requires to be varied and provide an explanation of the variation required. (c) List scope ladder items which are included and scope ladder items which are not included in the Proposal
<b>3.3.1</b>	<b>Site Development</b>	Provide the following development plans: (a) site context, including site development, adjacent roads and property uses (1:1000 context plan); (b) site circulation strategy including cars, pedestrians, deliveries, waste removal, ambulances and fire fighting access and disaster response access; (c) location of all buildings including expansion provisions, roadways, pathways, fire fighting access, post-disaster provisions, greenspace, car parking, and services elements (1:500 site plan); (d) streetscape drawings demonstrating proposed massing, materials and image of the Project, including the context of adjoining buildings on the Site; (e) North-South and East-West cross-sectional diagrams showing relationship between the Project and adjacent site uses (1:200); (f) landscape plan, sections and elevations to clearly describe design; and (g) landscape design, including philosophy (description of landscape design approach with emphasis on therapeutic and holistic principles), exterior treatments, general areas, and parking areas. Types and maturity of plants should be identified, as should extent of irrigation (1:100).
<b>3.3.2</b>	<b>Building Design</b>	Provide written and graphical summaries of the design to demonstrate the following features: (a) concepts and elements including functional aspects (including space standards, internal circulation and way finding); environmental aspects (including healing environment, daylight, acoustics, colour, the use of art, and sustainability); operational aspects (including infection control, ergonomics, and designing for the elderly and disabled); security aspects and capacities; (b) how the proposed design integrates with the Site and takes into account the particular attributes

		<p>of the Site;</p> <ul style="list-style-type: none"> <li>(c) flexibility in design and construction to meet future requirements, including ease of adding capacity in the future at minimal marginal cost and minimal disruption;</li> <li>(d) how the design of the building, including its infrastructure, addresses requirements for provision for natural disasters;</li> <li>(e) features, concepts and unique elements that relate to the Authority’s objectives in the Schedule of Accommodations;</li> <li>(f) types of elevators/vertical transportation mechanisms, including how each meets or exceeds the requirements of: <ul style="list-style-type: none"> <li>i. patients;</li> <li>ii. visitors;</li> <li>iii. staff; and</li> <li>iv. services;</li> </ul> </li> <li>(g) concepts of bariatric and acuity-adaptable design;</li> <li>(h) features and approach to infection control in each of clinical, administrative and public areas; and</li> <li>(i) in diagrammatic or narrative form, the patient, staff and visitor drop-off, arrival, orientation, discharge/departure and circulation options directly from the exterior of the Facility.</li> </ul>
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<p><b>3.3.3</b></p>	<p><b>Architecture</b></p>	<p>Provide appropriate design documentation including:</p> <ul style="list-style-type: none"> <li>(a) floor plans (1:200) with room numbers cross-referenced to the Schedule of Accommodations. Include all walls and doors, structural elements, circulation elements (e.g., stairs, elevators) and major service shafts;</li> <li>(b) summary of how all indicative equipment is accommodated in an appropriate location, enabling the Facility to have clutter-free hallways;</li> <li>(c) building elevations and sections, and site sections, sufficient to illustrate design aesthetics, materials and major features;</li> <li>(d) minimum of two 3-D renderings, illustrating the overall design quality and aesthetics for the Project. Ideally, provide for the capacity to “walk through” the design utilizing 3D CAD Software;</li> <li>(e) a massing model (1:500) of the Site and the Project;</li> <li>(f) functional relationship drawings (1:200 architectural plans) indicating the location and functional relationships of all program elements; horizontal and vertical circulation; future expansion space; internal traffic flow - patient, staff, visitor, FM Services. Use colour to illustrate the program elements and to differentiate the following types of internal circulation systems: public, service, controlled access for staff and patient movement, and “sterile”;</li> <li>(g) schedules of indicative finishes, fixtures, fittings and Project Co-supplied equipment;</li> <li>(h) room data sheets and drawings (1:50) indicating key dimensions along with the typical location of medical gas, general power and outlets, elevations and ceiling plans for the following typical rooms and typical areas (ensure that the location of all equipment is noted on the drawings): <ul style="list-style-type: none"> <li>i. typical Med-Surg and Operating Rooms;</li> <li>ii. typical inpatient cluster of rooms (pod);</li> <li>iii. typical patient washroom;</li> <li>iv. main nurse station for Med/Surg;</li> </ul> </li> <li>(i) summary of the use of millwork and/or requirements for systems furniture by the Authority and assumed quantities of mill work to make the building functional;</li> <li>(j) Schematic Design Outline Specification by Division;</li> <li>(k) indicate and/or illustrate on the floor plans (1:200) the ability to move major equipment on the units, in particular beds, wheelchairs and carts, in common circumstances.</li> </ul>
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<p><b>3.3.4</b></p>	<p><b>Structure</b></p>	<p>Provide a description for the structural system and schematic level structural drawings (1:200) showing:</p> <ul style="list-style-type: none"> <li>(a) the proposed floor and roof structural framing together with the dimensions of the structural grid;</li> <li>(b) the expected type of foundations;</li> <li>(c) the expected slab thickness(es);</li> <li>(d) the layout of the lateral system, including the proposed location of walls or other lateral resisting elements; and</li> <li>(e) any features that accommodate flexibility and future changes.</li> </ul>
<p><b>3.3.5</b></p>	<p><b>Civil Works Impact Strategies</b></p>	<p>Provide drawings and documentation that illustrate the plan for:</p> <ul style="list-style-type: none"> <li>(a) storm water drainage (on site);</li> <li>(b) sanitary sewer (on site);</li> <li>(c) natural gas systems (on site and off-site);</li> <li>(d) domestic water (on site);</li> <li>(e) electrical (on site and off-site);</li> <li>(f) road, sidewalk, curb and gutter designs, street signage (on site); and</li> <li>(g) medical gases (on site).</li> </ul> <p>For each of the above, provide information, at a minimum, on connection points and origin of supply, distribution and, as appropriate, storage, drainage and disposal.</p>
<p><b>3.3.6</b></p>	<p><b>Electrical</b></p>	<ul style="list-style-type: none"> <li>(a) Provide a site plan (1:500) showing location and configuration of services (power, telephone, cable TV and any other electrical communication between buildings).</li> <li>(b) Provide design drawings (1:200) and design documentation for electrical services and distribution, showing and describing: <ul style="list-style-type: none"> <li>i. origin of supply(s);</li> <li>ii. arrangements for service redundancy;</li> <li>iii. main service switchgear and transformer locations, main electrical distribution room and</li> </ul> </li> </ul>



		<p>main communication room;</p> <p>iv. sub-electrical room locations and communication room locations; and</p> <p>v. position, size and capacity of emergency generator(s), associated switchgear and transfer switches, if any.</p> <p>(c) Provide design drawings (1:200) and design documentation for lighting and power, showing and describing:</p> <p>i. position and types of site lighting;</p> <p>ii. lighting and controls, including proposed daylighting measures and energy management measures;</p> <p>iii. proposed power monitoring systems;</p> <p>iv. main single-line diagram showing sizes of all transformers, generators and distribution breakers, the proposed methodology of distribution, and the general arrangement methodology of supply to the buildings;</p> <p>v. typical patient room layouts (1:50) for each type of room for which room data sheets and drawings are required showing location and type of all lighting, receptacles and low-tension and communication devices. Indicate design illumination levels (including maintenance factors) for each area.</p> <p>(d) Describe the electrical services to be provided and include details of:</p> <p>i. power distribution and maximum demand calculations'</p> <p>ii. type(s) of lighting to be used, incorporating standards of design and exit lighting;</p> <p>iii. standby and uninterrupted power supply requirements and distribution;</p> <p>iv. wiring systems for patient treatment, identifying:</p> <ul style="list-style-type: none"> <li>▪ general and medical surgical areas;</li> <li>▪ power monitoring systems;</li> <li>▪ lighting control systems;</li> <li>▪ proposed wiring methodologies, routing, conduit types and cable tray;</li> </ul> <p>v. proposed equipment cut sheets for power distribution, lighting and emergency</p>
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		<p>generator;</p> <ul style="list-style-type: none"> <li>vi. thermal fire alarm system, including details of fire panels, detectors and air conditioning shut-down systems;</li> <li>vii. emergency evacuation and intercommunication systems, including details of master emergency control panel, zones, speakers.</li> </ul>
<p><b>3.3.7</b></p>	<p><b>Communications Systems</b></p>	<p>(a) For each of the following technology and communication systems, describe the system and associated scope, and the typical devices and functions for each area to be served. Describe any integration between each system and any others:</p> <ul style="list-style-type: none"> <li>i. structured cabling;</li> <li>ii. network equipment;</li> <li>iii. wireless infrastructure;</li> <li>iv. wireless staff communications;</li> <li>v. nurse call systems and main equipment locations;</li> <li>vi. Code Blue;</li> <li>vii. patient monitoring;</li> <li>viii. telephones;</li> <li>ix. public address;</li> <li>x. videoconferencing;</li> <li>xi. central dictation;</li> <li>xii. intercommunication;</li> <li>xiii. integration with the Authority;</li> <li>xiv. patient entertainment;</li> <li>xv. patient/staff education system;</li> <li>xvi. time systems.</li> </ul> <p>(b) Provide documentation of proposed telephone and network systems showing:</p>

		<ul style="list-style-type: none"> <li>i. origin of supply and interconnection with external services, including redundant service;</li> <li>ii. proposed PABX communications system, including phone switch, handset types, backup power, voicemail system, and proposed software;</li> <li>iii. proposed PABX switch layout drawing, indicating CPUs, all equipment cards, spare ports, spare card locations and proposed software;</li> <li>iv. proposed voicemail, including quantity of mailboxes and storage time;</li> <li>v. proposed integration with wireless telephone system;</li> <li>vi. proposed integration with other communications systems;</li> <li>vii. proposed call centre systems and layouts;</li> <li>viii. proposed network diagram;</li> <li>ix. proposed communication room layouts;</li> <li>x. proposed network equipment layouts detailing interconnection details;</li> <li>xi. proposed network interface with other systems;</li> <li>xii. proposed connection to the WAN service;</li> <li>xiii. proposed connections to local servers/server room.</li> </ul> <p>(c) For the proposed telephone and network systems set out in (b) above, provide:</p> <ul style="list-style-type: none"> <li>i. cut sheets of all proposed equipment;</li> <li>ii. describe the telephone and network services systems and how they will satisfy the needs of users in general. Provide specific detail for those users who have individual/group needs.</li> </ul> <p>(d) Describe in detail the communication traffic management plan for the FM Services call centre system.</p> <p>(e) Provide description of data communication systems showing:</p> <ul style="list-style-type: none"> <li>i. location of all data gathering equipment, including file servers, computers;</li> <li>ii. data cabling system wiring standards;</li> <li>iii. relationship between data communications and all other items of equipment;</li> </ul>
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		<p>iv. interconnection and links between the Facility and any other connected institutions, including main single-line schematic showing proposed methodology of distribution.</p> <p>(f) In addition to the above data communication system drawings, describe the data communications services and how they will satisfy the needs of related services.</p> <p>(g) Provide details of all standards proposed for supply, installation, testing and commissioning.</p>
<b>3.3.8</b>	<b>Electronic Safety and Security</b>	<p>(a) Access Control, Panic Duress, Incident Reporting System;</p> <p>(b) Fire alarm;</p> <p>(c) Intrusion detection;</p> <p>(d) CCTV;</p> <p>(e) Infant abduction;</p> <p>(f) Patient wandering; and</p> <p>(g) Security systems.</p> <p>Describe the approach that will be taken to develop a security master plan and an overview of what technologies will be considered to assist in implementing the master plan.</p>
<b>3.3.9</b>	<b>Mechanical Systems</b>	<p>(a) Provide brief descriptions of each of the following systems as applicable:</p> <ul style="list-style-type: none"> <li>i. main energy sources;</li> <li>ii. cooling plant;</li> <li>iii. heating plant;</li> <li>iv. heat dissipation systems, cooling towers;</li> <li>v. air handling systems;</li> <li>vi. domestic hot and cold water systems at various temperatures;</li> <li>vii. domestic water filtration;</li> <li>viii. redundancy provisions;</li> <li>ix. tempered water systems;</li> <li>x. plumbing fixtures;</li> </ul>

		<ul style="list-style-type: none"> <li>xi. all major mechanical space locations;</li> <li>xii. Building Management system;</li> <li>xiii. detail provisions to accommodate 20% future expansion;</li> <li>xiv. overview of commissioning process.</li> </ul> <p>(b) Provide and address the following:</p> <ul style="list-style-type: none"> <li>i. load calculations: <ul style="list-style-type: none"> <li>▪ description of glazing system, floor, roof and internal partition system and U values.</li> </ul> </li> <li>ii. air handling system: <ul style="list-style-type: none"> <li>▪ air handling system type and function;</li> <li>▪ ventilation and total supply air rates for each space and for the building as a whole;</li> <li>▪ cooling heating sources;</li> <li>▪ zone by zone cooling and heating loads, in w/m<sup>2</sup>;</li> <li>▪ floor area served by each unit, in m<sup>2</sup>;</li> <li>▪ smoke control and operation under fire service requirements.</li> </ul> </li> <li>iii. cooling and heating plants: <ul style="list-style-type: none"> <li>▪ description of plants, including type and configuration;</li> <li>▪ plant locations;</li> <li>▪ average loads, in w/m<sup>2</sup>, based on total heated/air conditioned area;</li> <li>▪ total loads in KW and total installed capacities;</li> <li>▪ energy recovery measures;</li> <li>▪ standby plant or duplication provisions.</li> </ul> </li> <li>iv. domestic hot water systems: <ul style="list-style-type: none"> <li>▪ description of system and primary fuel;</li> <li>▪ storage [in litres per bed and for total storage];</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>▪ recovery rate in litres per hour for 55°C/100°F temperature rise;</li> <li>▪ number and size of storage vessels, construction and material and location of plant;</li> <li>▪ define number of pressure zones and how function of domestic recirculating system is accomplished.</li> </ul> <p>v. tempered water systems:</p> <ul style="list-style-type: none"> <li>▪ description of systems;</li> <li>▪ areas requiring warm water system and number of outlets;</li> <li>▪ anti-scald safety measures;</li> <li>▪ Legionella prevention requirements, disinfection systems.</li> </ul> <p>vi. infection control strategies:</p> <ul style="list-style-type: none"> <li>▪ description of how HVAC systems will be used to isolate any unit(s) and/or floors(s).</li> </ul> <p>(c) Describe the proposed fire protection system and how it will integrate with the fire detection systems incorporated within the electrical, hydraulic and/or mechanical installations, including indicative features such as:</p> <ul style="list-style-type: none"> <li>i. underground distribution network (if applicable);</li> <li>ii. tanks, if any, provided for fire protection;</li> <li>iii. pumps, if any.</li> </ul>
<b>3.3.10</b>	<b>Medical Gases</b>	<p>For Medical Gases:</p> <ul style="list-style-type: none"> <li>(a) provide drawings (1:500) of the medical gas services and systems;</li> <li>(b) describe how the medical gas services and systems will satisfy the needs of plant, equipment, staff and patient facilities;</li> <li>(c) describe assumptions regarding medical gas supply from the Authority and medical gas systems provided by the Proponent.</li> </ul>
<b>3.3.11</b>	<b>Furniture, Fittings and Equipment</b>	<ul style="list-style-type: none"> <li>(a) Provide a list that includes the names, proposed make and model and number of all proposed equipment in Schedule 3, Category 3 and 4, supplied and installed by the Proponent.</li> <li>(b) Provide 1:200 plans demonstrating how the design will accommodate all Equipment.</li> </ul>

<b>3.3.12</b>	<b>Accommodation Schedule</b>	Provide an accommodation schedule of all Functional Areas, by zone and category, and identified by net and gross floor area. A pro-forma sheet for this purpose is available in an Excel Spreadsheet file named "Functional Areas.xls". This spreadsheet details the Functional Areas prescribed in Sections 2 and 3 of the Output Specifications. Complete this spreadsheet in respect of the area analysis, and identify any differences in areas from Sections 2 and 3 of the Output Specifications.
<b>3.3.13</b>	<b>Lands for Future Development</b>	Provide drawings and written description illustrating a strategy for the lands for Future Development.

<b>3.4</b>	<b>Construction</b>	
<b>3.4.1</b>	<b>Approach</b>	<p>Describe and provide the Proponent’s outline management plan for the integration of the design and construction phases of the Project, showing and identifying:</p> <ul style="list-style-type: none"> <li>(a) Construction methodology and general approach to be adopted for the Project. Indicate the Proponent’s understanding of the Project processes and roles of both the Authority and Project Co;</li> <li>(b) Dust and noise control plan;</li> <li>(c) Infection prevention and control;</li> <li>(d) Communications plan with neighbourhood, hospital staff and visitors;</li> <li>(e) How facilities will be developed and the process by which commissioning will be undertaken.</li> </ul>
<b>3.4.2</b>	<b>Organization</b>	<p>Describe the Proponent’s organization including:</p> <ul style="list-style-type: none"> <li>(a) Information and an organization chart specifying the structure and roles of participants who will be assigned to the Project for all phases related to the design and construction and integration of the Services consideration, including pre-construction, construction and post-construction. Include major sub-trades and consultants.</li> </ul>
<b>3.4.3</b>	<b>Preliminary Project Schedule</b>	<p>Provide a project schedule identifying the duration of the major project activities including:</p> <ul style="list-style-type: none"> <li>(a) Site establishment;</li> <li>(b) Design development;</li> <li>(c) User group sessions;</li> <li>(d) Major construction stages;</li> <li>(e) Significant procurements;</li> <li>(f) Provision of mock-up rooms;</li> <li>(g) Anticipated Service Commencement Date.</li> </ul>
<b>3.4.4</b>	<b>Early Works</b>	<p>Provide a completed Appendix 1 and Appendix 2 of the Early Works Agreement. This agreement is available as Appendix I of the RFP. Include an estimate of the value of improvements for each month</p>



		of the Early Works Agreement Period.
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<b>3.5</b>	<b>Lifecycle-Related</b>	
<b>3.5.1</b>	<b>Energy Efficiency and LEED® Gold Certification</b>	<p>(a) Describe in 1,000 words or less the strategy to achieve LEED® Gold Certification, including:</p> <ul style="list-style-type: none"> <li>i. identification of personnel involved and roles;</li> <li>ii. provide an indicative LEED® Gold Certification score sheet clearly indicating which points are being pursued and the total point total anticipated;</li> </ul> <p>(b) Describe how the design meets the principles of environmental sustainability;</p> <p>(c) Provide an indicative energy management plan, including accountability mechanisms;</p> <p>(d) Provide details of planned energy performance, including an energy target and how it will be achieved and maintained;</p> <p>(e) Provide an Energy Model supporting the expected energy performance and the proposed energy target;</p> <p>(f) Use the following assumptions in the Energy Model:</p> <ul style="list-style-type: none"> <li>i. the building shall be modeled for compliance using ASHRAE 90.1-1999, per LEED® NC Canada requirements;</li> <li>ii. the term “Reference Case” is the building to which the energy model will be compared;</li> <li>iii. the energy consumption shall be identified by fuel type, i.e., electricity, natural gas, fuel oil, on-site renewable;</li> <li>iv. proponents shall submit a table of all assumptions and values utilized in modeling both the Reference Case and Proposed Case buildings;</li> <li>v. to maintain consistency between Proposals, design values for the Reference Case building shall be based on prescriptive values in 90.1-1999. Values for the Proposed Case building shall be identical to the Reference Case where required by 90.1-1999. The following Table shall be used to determine which prescriptive value to use for the various spaces, to ensure comparable simulations between Proponents.</li> </ul>

<b>Modelling Assumptions</b>				
<b>Task Lighting</b>		As per <u>90.1-1999</u> Section 9.3 and 9.3.1		
<b>Domestic Hot Water</b>				
<b>Scheduled Space</b>	<b>Design Occupancy</b>	<b>Operating Schedule</b> As per MNECB Performance Compliance for Buildings Table 4.3.2.C	<b>Lighting</b> As per 90.1-1999 Table 9.3.1.2	<b>Equipment Power (Plug Load)</b> As per MNECB Performance Compliance for Buildings Table 4.3.2.B
Patient Rooms – acute care	58 people	Operating Schedule H	Hospital / Healthcare: Patient Room	Health / Institutional: Patient Rooms
Patient Rooms – residential care	124 people			
Nurses' Stations – acute care	70 people	Operating Schedule H	Hospital / Healthcare: Nurse Station	Health / Institutional: Nurse Station
Nurses' Stations – residential care	40 people			
Waiting Rooms, Reception, & Lounges	136 people	Operating Schedule H	Hospital / Healthcare: Lounge / Recreation	Assembly: Recreation / Lounge

		(acute and residential care combined)				
		Utility Rooms	0	(Note 1)	Hospital / Healthcare: Active Storage	Storage / Warehouse: Active Storage, Fine
		Electrical / Mechanical Rooms	0	(Note 1)	Hospital / Healthcare: Electrical / Mechanical	Service and Common: Mechanical / electrical room
		Corridors	30 m2/person	Operating Schedule H	Hospital / Healthcare: Corridor / Transition	Service and Common: Corridors
		Meeting Rooms, Offices, & Admin. Areas	20 m2/person	Operating Schedule A	Hospital / Healthcare: Office - Enclosed	Office: Category 1 (Enclosed offices)
		Retail Space	30 m2/person	Operating Schedule C	Retail: General Sales Area	Retail: Type D (General Merchandising)
		Other Public Spaces, including Atria and Lobbies	10 m2/person	Operating Schedule H	Hospital / Healthcare: Lobby	Assembly: Lobby
		Note 1: Operating Schedule to be the same as the adjacent area in the most similar thermal zone.				
<b>3.5.2</b>	<b>Provision for Future Expansion</b>	Describe and demonstrate how the design will accommodate future changes, including: (a) Details of how the demand and load needs of the changes will be met, including the need for expanding, supplementing or constructing additional services and infrastructure;				

		<p>(b) Strategies for the provision of architectural and structural, mechanical, electrical and civil engineering services for the changes;</p> <p>(c) A description of any other facilities on the Site or within the Facility that need to be expanded, supplemented or constructed to meet the additional requirements imposed by the changes (e.g., service rooms, elevators).</p>
<b>3.5.3</b>	<b>Lifecycle/Capital Replacement Plan</b>	<p>(a) Describe your approach and methodology to lifecycle building management including a description of decision-making processes, business case analyses, technology tools;</p> <p>(b) Describe your overall approach to optimization of design and construction quality, facility management services, and lifecycle strategies;</p> <p>(c) Describe and provide the capital expenditures associated with the lifecycle/capital replacement plan;</p> <p>(d) Describe your approach to the development of the Lifecycle Plan required in Schedule 4, Section 4.4.</p> <p>(e) Complete and submit the Replacement (Lifecycle) Schedule. (Note: To be supplied as an Excel spreadsheet). Clearly identify the assumed asset life, strategy and replacement schedule for all types of Plant and Equipment for which Project Co is responsible. Proponents are responsible to determine the specific components and elements within each division category required to support their proposed approach, methodology and cost structure for lifecycle replacement and refurbishment.</p>
<b>3.5.4</b>	<b>FM Integration</b>	<p>(a) Describe how the Service Provider has influenced the proposed Facility and in particular, how total lifecycle costs have been optimized.</p> <p>(b) Describe your Service Provider’s approach to Quality Assurance including:</p> <ul style="list-style-type: none"> <li>i. the means by which all service and quality non-conformance issues, including work performed by sub-contractors, will be identified, monitored, resolved and incorporated into a continuous business improvement process;</li> <li>ii. the means by which all services are delivered in compliance with all Applicable Laws, Hospital policies and industry best practices;</li> <li>iii. the frequency of internal or external audits or reviews;</li> <li>iv. roles and responsibilities related to Quality Assurance;</li> <li>v. Any other key features of the Quality Assurance system, including approach during</li> </ul>

		design and construction phase.
<b>3.6</b>	<b>Scope Ladder</b>	
3.6.1	Scope Ladder	Clearly identify which items, if any, from the Scope Ladder List were utilized. The Scope Ladder List is referenced as Appendix J of the RFP.

<b>PACKAGE 4 – Project Co Services</b>		
<b>4.0</b>	<b>Project Co</b>	
<b>4.1</b>	<b>Approach</b>	<ul style="list-style-type: none"> <li>(a) Provide a general description of the overall concept of operations and approach to the delivery of the Facilities Management Services, including the utilization of subcontractors;</li> <li>(b) Describe how you will manage performance of your service provider and/or sub-contractors and create an environment responsive to end users' needs;</li> <li>(c) Describe how Facilities Management Services will interface with the Authority's services in every area, including security, waste, supplies, food services, portering, building maintenance;</li> <li>(d) Describe how your Facilities Management Services can be leveraged to the benefit of the Authority.</li> </ul>
<b>4.2</b>	<b>Organization</b>	<p>Describe your organization including:</p> <ul style="list-style-type: none"> <li>(a) Details regarding the organizational structure proposed to meet the requirements of Schedule 4 [Services Protocols and Specifications], including an organization chart that identifies the key positions that will be responsible for management and delivery of the Services;</li> <li>(b) Details regarding the lines of authority and relationship between the proposed on-site Services organization and the Proponent parent organization, including a description of the business and technical support to be provided to the deployed resources;</li> <li>(c) Details regarding your proposed approach to relationship management and interaction with Authority staff with respect to the Services.</li> </ul>
<b>4.3</b>	<b>General Management</b>	<ul style="list-style-type: none"> <li>(a) Describe how you will provide general management including: <ul style="list-style-type: none"> <li>i. your approach to overall management and administration; and</li> <li>ii. your approach to Performance Monitoring and Reporting, including details regarding preparation of the Performance Monitoring Report.</li> </ul> </li> <li>(b) Describe your approach to managing human resources, including: <ul style="list-style-type: none"> <li>i. recruitment and retention strategies;</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>ii. training, orientation and ongoing skills development;</li> <li>iii. occupational health and safety and risk management;</li> <li>iv. labour relations and how you propose to work within the unionized environment.</li> </ul> <p>(c) Describe your approach to the development of disaster response, business continuity, contingency, emergency and fire safety plans.</p> <p>(d) Describe your approach to assisting the Authority in the health service accreditation process and maintaining standards that are consistent with full accreditation by the Canadian Council on Health Services accreditation.</p> <p>(e) Describe your transition process /plan in the event there is a need to replace service providers at any time over the life of the contract.</p>
<b>4.4</b>	<b>Help Desk</b>	<p>Describe and provide details of:</p> <ul style="list-style-type: none"> <li>(a) The proposed approach to deliver the Help Desk Services on a 24/7 basis;</li> <li>(b) The hardware and software technology to be utilized;</li> <li>(c) The business processes and security features related to maintenance of electronic logs, records and response and rectification times;</li> <li>(d) How the Help Desk Services will interface with the delivery of other hospital services, in particular those that are not the responsibility of Project Co (e.g., misdirected calls, confusion in who is accountable for delivering a service between the Authority and Project Co);</li> <li>(e) Describe how your Help Desk can add value to the Authority for all services within the Facility, as appropriate.</li> </ul>
<b>4.5</b>	<b>Plant Services</b>	<p>Describe and provide details of the Plant Services that will be provided, including:</p> <ul style="list-style-type: none"> <li>(a) Asset management philosophy for the Facility and how this will be implemented in terms of systems and practices throughout the term;</li> <li>(b) In the context of the One-year and Five-year Preventive Maintenance Plans, how the Facility and Equipment will be maintained, including: <ul style="list-style-type: none"> <li>i. statutory testing and permission to work;</li> <li>ii. overall maintenance and repair strategy consisting of a comprehensive Preventive Maintenance Program, including a description of planning, scheduling, control</li> </ul> </li> </ul>



		<p>mechanisms and CMMS to be employed;</p> <ul style="list-style-type: none"> <li>iii. proposed service standards and justification for selection (e.g., industry practice, OEM recommendations, proprietary practices, regulatory requirements);</li> <li>iv. provision of comprehensive, responsive and effective Demand Maintenance services;</li> <li>v. means by which you will minimize disruption to operation of the Facility in the performance of the Services;</li> <li>vi. means by which you will monitor and maintain the internal facility environmental conditions within the performance requirements;</li> <li>vii. details on the operation and utilization of the Building Management System;</li> <li>viii. details on the approach to preparation of the One-year and Five-Year Preventive Maintenance Plans;</li> <li>ix. your approach to Fire Prevention; and</li> <li>x. quality assurance strategy.</li> </ul>
<b>4.6</b>	<b>Environmental and Sustainability Services</b>	Provide a description of your overall approach to environmental and sustainability issues and the development of an Environmental Management System specific to the Services to be provided to the Facility.
<b>4.7</b>	<b>Utilities Management</b>	Describe and provide details of your proposed approach to deliver the Utilities Management Services, including: <ul style="list-style-type: none"> <li>(a) Management and administration of all utility services;</li> <li>(b) Approach to energy conservation and reduction; and</li> <li>(c) Ongoing measurement, analysis, and energy reporting.</li> </ul>
<b>4.8</b>	<b>Security Services</b>	Describe and provide details of your proposed approach to deliver Security Services.
<b>4.9</b>	<b>Grounds Maintenance</b>	Describe and provide details of your proposed approach to deliver Grounds Maintenance Services.
<b>4.10</b>	<b>Snow Removal</b>	Describe and provide details of your proposed approach to deliver Snow Removal Services.

**B. PRICING SCHEDULES** (Reference Section 5.3 of the RFP)

**1. Pricing Schedules for Facility Development and Services**

The following applies to all of Sections 1.1 and 1.2:

- (a) Except where otherwise expressly indicated herein, include all taxes other than GST;
- (b) References to “Financial Model” are to provide the cell reference that shows the corresponding input assumption.

**1.1 Pricing Information**

**1.1.1 Form A1 (Annual Service Payment Form at the Proponent's Project IRR)**

Contract Year	Annual Service Payment - Indexed	Annual Service Payment - Unindexed	Annual Service Payment - Total	Financial Model Reference
1	\$	\$	\$	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				

Contract Year	Annual Service Payment - Indexed	Annual Service Payment - Unindexed	Annual Service Payment - Total	Financial Model Reference
30				
<b>Affordability Ceiling</b>				
NPV at Maximum Project IRR	N/A	N/A		

**1.1.2 Form A2 (Annual Service Payment Form at Maximum Project IRR)**

Contract Year	Annual Service Payment - Indexed	Annual Service Payment - Unindexed	Annual Service Payment - Total	Financial Model Reference
1	\$	\$	\$	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

Contract Year	Annual Service Payment - Indexed	Annual Service Payment - Unindexed	Annual Service Payment - Total	Financial Model Reference
23				
24				
25				
26				
27				
28				
29				
30				
<b>Affordability Ceiling</b>				
NPV at Maximum Project IRR	N/A	N/A		

**1.1.3 Form A3 (Breakdown of Annual Service Payment at Proponent’s Project IRR)**

Contract Year	FM Services (hard and soft FM (nominal))	Life Cycle Capital (nominal)	SPV Costs (nominal)	First Cost Capital (nominal)	Total ASP (nominal)
1	\$	\$	\$		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

<b>Contract Year</b>	<b>FM Services (hard and soft FM (nominal))</b>	<b>Life Cycle Capital (nominal)</b>	<b>SPV Costs (nominal)</b>	<b>First Cost Capital (nominal)</b>	<b>Total ASP (nominal)</b>
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					



**1.1.5 Form A5 – SPV Running Costs**

Provide full details of the annual running costs of Project Co. Such costs are to cover the operation of Project Co itself and are not to include any costs for the provision of the “Services”. The costs should be broken into the following:

Cost Item	Cost \$000	Financial Model Reference
Regulatory		
Staff		
Accommodation		
Margin		
Technical		
Legal		
Audit/Tax		
Finance Fees		
Insurance Costs		
Other costs 1 – please detail		
Other costs 2 – please detail		
<b>TOTAL</b>		

**1.1.6 Form A6 – Total Facility Development and Capital Cost**

Using the format of the following table, provide the cost breakdown for the development, construction and commissioning of the Facility used in the establishment of the Annual Service Payment. Building cost estimates should also describe the basis upon which the capital costs have been developed clearly identifying any exclusions.

<b>Capital Cost</b>		
	<b>Total \$</b>	<b>Financial Model Reference</b>
Construction Contracts		
Green Building Design		
Construction Contingency		
Design Contingency		
Engineering		



Architect		
Other Consultant -		
Survey		
Testing and Inspections		
Landscaping		
Administrative Costs		
Insurance		
Building permit		
Off Site Services <ul style="list-style-type: none"> <li>○ Municipal (sanitary sewer, 112 Ave road, storm sewer)</li> <li>○ Other (electricity, gas, cable, telephone, Bypass road improvements)</li> </ul>		
Other Cost Items		
Equipment		
Other Cost Items		
<b>TOTAL PROJECT COST</b>		

**1.1.7 Form A7 – Sensitivity Analysis on Annual Service Payment (at the Proponent’s Project IRR)**

Contract Year	Annual Service Payment (total)	Annual Service Payment (total) plus 50 basis points	Annual Service Payment (total) minus 50 basis points	Financial Model Reference
1	\$	\$	\$	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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24				
25				
26				
27				

<b>Contract Year</b>	<b>Annual Service Payment (total)</b>	<b>Annual Service Payment (total) plus 50 basis points</b>	<b>Annual Service Payment (total) minus 50 basis points</b>	<b>Financial Model Reference</b>
28				
29				
30				

**1.1.8 Form A8 – Lifecycle Cost Plan**

Using the format of the following table, provide the information requested, including the minimum design life for each item indicated. Where a specific design life is already specified in the table, this is a mandatory minimum design requirement but Proponents may specify a longer design life.

Component	Design Life (Min. Years)	Capital Cost (\$000)	Lifecycle Maintenance Cost			
			Year 1 (\$000)	Year 2 (\$000)	....	Year 30 (\$000)
Substructure						
Structure						
Exterior Enclosure						
Partitions & Doors						
Finishes						
Fittings and Equipment						
Mechanical						
Electrical Systems						
Site Work						
Equipment						
<b>TOTAL LIFECYCLE COSTS (PER ANNUM)</b>						
Financial Model Reference						

Notes:

1. Fill in the minimum design life for each item where not specified.
2. The annual estimated lifecycle maintenance per annum should be broken down by at least the main components (i.e., those rows in bold in the table above).

**1.1.9 Form A9 - Equipment**

Provide full details of the costs of providing the procurement, installation and commissioning of the equipment together with the costs of purchasing the equipment where applicable:

Equipment Category	Cost to provide procurement installation and commissioning service \$000	Cost of equipment purchase \$000	Financial Model Reference
3		n/a	
4			
<b>TOTAL</b>			

**1.2 Services Cost Breakdown**

Provide full details of the service costs for the first full year of operations:

**1.2.1 Form A10 – Summary Analysis of Service Costs**

Service	Staff Numbers and Full time Equivalent Staff (#gross/#FTE)	\$000	Financial Model Reference
<b>Helpdesk Services</b>			
Labour Cost			
Other Expenditure			
<b>Plant Services</b>			
Labour Cost			
Other Expenditure			
<b>Utility Management Services</b>			
Labour Cost			
Other Expenditure			
<b>General Management Services</b>			
Labour Cost			
Other Expenditure			
<b>Security Services</b>			
Labour Cost			
Other Expenditure			
<b>Roads, Grounds and Landscape Maintenance</b>			
Labour Cost			
Other Expenditure			
<b>Total Services Cost</b>			

**C. EVALUATION CRITERIA**

The Evaluation Committee will evaluate the Proposals by applying the Evaluation Criteria and weighting set out in the table below. The Evaluation Committee may, in its discretion, develop particular criteria to evaluate within each specified category of Evaluation Criteria. Section 7 of Volume 2 of the RFP sets out additional information regarding the evaluation, including in Section 7.2 regarding the overall objective of the evaluation and the stated Project Objectives.

<b>Evaluation Criteria</b>		<b>Weighting</b>
<b>1.0 Commercial and Financial</b>		
1.	It is mandatory that, as described in Volume 2 of the RFP, the net present cost of the Service Payments does not exceed the Affordability Ceiling.	<b>Pass/Fail</b>
2.	Commercial and Financial, including (a) Financial Capacity (b) Financial Plan (c) Financial Model	<b>15</b>
<b>2.0 Design and Construction</b>		
1.	The extent to which the Proposal meets or exceeds the provisions for Design and Construction in the Design and Construction Specifications and other provisions of the Project Agreement.	<b>10</b>
2.	Project Delivery, including (d) Approach (e) Design (f) Approvals Process	<b>8</b>
3.	Design, including (a) Site Development (b) Building Design (c) Architecture (d) Structure (e) Civil Works Impact Strategies (f) Electrical (g) Communications Systems (h) Electronic Safety and Security (i) Mechanical Systems (j) Medical Gases (k) Furniture Fittings and Equipment (l) Accommodation Schedule (m) Lands for Future Development	<b>30</b>



<b>Evaluation Criteria</b>		<b>Weighting</b>
4.	Construction, including (a) Approach (b) Organization (c) Preliminary Project Schedule	<b>10</b>
5.	Lifecycle-Related, including (a) Energy Efficiency and LEED® Gold Certification (b) Provision for Future Expansion (c) Lifecycle/Capital Replacement Plan and Lifecycle Report (d) FM Integration	<b>12</b>
<b>3.0 Services</b>		
1.	Services, including: (a) the extent to which the Proposal meets or exceeds the provisions for the Services in the Services Protocols and Specifications and other provisions of the Project Agreement. (b) the Proponent’s approach to, and organization of, the delivery of the following Services over the Term, including i. Plant Services ii. Help Desk Services iii. Utility Management Services iv. Roads, Grounds and Landscape Maintenance Services v. Security Services	<b>15</b>
<b>Total</b>		<b>100</b>

## Appendix E – Participation Agreement

[Northern Health Authority Letterhead]

[DATE]

[Proponent]

[Address]

Attention: <\*>

Dear <\*>:

**Re: Fort St. John Hospital Project – Agreement (“Participation Agreement”) in respect of the Request for Proposals to be issued by the Northern Health Authority (the “Authority”) on or about [the date of this Agreement], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)**

This letter sets out the terms and conditions of the Participation Agreement between the Authority and [Proponent] (“**you**”, “**your**” or the “**Proponent**”), pursuant to which you agree with the Authority as follows:

1. Capitalized terms not otherwise defined in this letter agreement (this “**Agreement**”) have the meanings given to them in the RFP.
2. The Proponent agrees that as a condition of receiving this RFP and as a Mandatory Requirement, you must sign and deliver the Participation Agreement and any amendments, and you must comply with the Participation Agreement.
3. **Option to Terminate**
  - (a) The Proponent may, within 5 business days after the date the RFP is issued, as notified by the Contact Person, provide written notice to the Contact Person exercising an option to terminate the Participation Agreement, and the Proponent’s participation in the Competitive Selection Process (the “**Termination Option**”) and the Proponent will promptly return to the Authority all copies of the RFP and any Confidential Information. Sections 4, 5, 6, 7 and 8 will survive any such termination.
  - (b) By exercising the Termination Option, the Proponent agrees that it will no longer participate in the Competitive Selection Process, waives any and all Claims against the Authority, including any claim it may have had to partial compensation or other payment from the Authority for the Proponent’s participation in the Competitive Selection Process.
  - (c) If the Proponent does not exercise the Termination Option in the manner set out in this Section, the Proponent will be deemed not to have exercised such option, and

to have irrevocably accepted the terms and conditions set out in this Agreement as of the date of this Agreement.

4. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the requirements with the provisions of the Confidentiality Conditions attached as Schedule 1, all of which conditions are expressly included as part of this Agreement. This Section 4 will not limit any other obligations under any Data Room Agreement.
5. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP. Without limiting the foregoing, the Proponent acknowledges that the terms of this Agreement will not limit the Proponent's obligations and requirements under the RFP, any Data Room Agreement, and any other document or requirement of the Authority.
6. **Limitation.** Without limiting Section 5, the Proponent accepts and agrees 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 Volume 2 of the RFP. In no event shall the liability of the Authority exceed the amount calculated pursuant to Section 8.3 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP.
7. **Partial Compensation.** The Authority and the Proponent agree that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in section 8.3 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP.
8. **Preferred Proponent Security Deposit.** The Authority and the Proponent agree that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in section 8.2 (Preferred Proponent Security Deposit) of Volume 2 of RFP.
9. **Amendments.** The Proponent acknowledges and agrees that the Authority may in its sole discretion amend the RFP at any time, and from time to time, and acknowledges that by submitting a Proposal it accepts, and agrees to comply with, all such amendments. In the event the Proponent does not agree to any such amendment, it agrees that its sole recourse is to not submit a Proposal.
10. **General.**
  - (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
    - (i) it has the requisite power, authority and capacity to execute and deliver this Agreement;
    - (ii) this Agreement has been duly and validly executed by it or on its behalf by its duly authorized representatives; and

- (iii) this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with Sections 4, 5, 6, 7 and 8.
- (c) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (e) *Applicable Law.* This Agreement will be deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings are for convenience only and are not to be used in the interpretation of this Agreement.
- (g) *Gender and Number.* Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Agreement and the attached Schedule is not to be read as limiting.

Please confirm your agreement to this Participation Agreement by signing and returning a copy of this letter by fax, e-mail or personal delivery to the Contact Person by 3:00 pm local time on December 17, 2008.

Yours truly,

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE 1**  
**CONFIDENTIALITY CONDITIONS**

1. **Definitions.** In these confidentiality conditions:

- (a) **“Confidential Information”** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of this Agreement, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party;
  - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - (iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
  - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
  - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law,
- (b) **“Disclosing Party”** means the Authority or any of its Representatives,
- (c) **“Permitted Purposes”** means evaluating the Project, preparing a Proposal, and any other use permitted by this Agreement,
- (d) **“Receiving Party”** means the Recipient or any of its Representatives,
- (e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form, and

(f) “**Representative**” means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Equity Member, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.

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

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

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

(c) **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically shall be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

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

# **EARLY WORKS AGREEMENT**

for the Fort St. John Hospital Project

**NORTHERN HEALTH AUTHORITY**

and

**[NAME OF DESIGN-BUILDER]**

Dated: ▼



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## EARLY WORKS AGREEMENT

THIS AGREEMENT is dated as of ▼, 2009

BETWEEN:

**NORTHERN HEALTH AUTHORITY**, a health board designated under the *Health Authorities Act* (British Columbia)

(the "Authority ")

AND:

▼

("Design-Builder")

**WHEREAS:**

- A. The Authority and ▼ ("Project Co") anticipate executing an agreement (the "Project Agreement") to design, build, finance, maintain and perform life cycle rehabilitation on the Facility.
- B. The parties anticipate that Financial Close will be no later than ▼, 2009.
- C. Project Co intends to enter into the Design-Build Agreement with the Design-Builder for the performance of the Design and Construction required by the Project Agreement.
- D. In order for Project Co to improve the likelihood that it will meet the Target Service Commencement Date the parties agree that it is reasonable and prudent for some elements of the Design and Construction to commence prior to Financial Close.
- E. Project Co will sub-contract all such elements of Design and Construction to the Design-Builder.
- F. The parties wish to enter into this Agreement to set out the terms and conditions under which the Design-Builder will proceed with such elements of Design and Construction in advance of Financial Close.

**NOW THEREFORE** in consideration of the mutual promises and agreements of the parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement will have the respective meaning given to such terms in Schedule 1 of the Referenced PA Documents, and:

**“Agreement”** means this agreement, including any recitals, schedules and appendices to this agreement, as amended, supplemented or restated from time to time;

**“Agreement Part”**, with reference to the Referenced PA Documents, means the portion of the Referenced PA Documents that excludes the Schedules

**“Design Product”** has the meaning set out in Section 3.6;

**“Early Works”** has the meaning set out in Section 2.1;

**“Early Works Price”** means \$▼, plus applicable GST, subject to amendment pursuant to Section 2.4;

**“Early Works Schedule”** means the schedule contemplated for performance of the Early Works, which is set out in Appendix 2 to this Agreement;

**“Independent Certifier”** means the person selected by the Authority and Project Co pursuant to a competitive tender process prior to Financial Close or such other person mutually designated by the Authority and Project Co;

**“Insurances”** has the meaning set out in Section 2.4;

**“Project Agreement”** has the meaning set out in the Recitals to this Agreement;

**“Project Co”** has the meaning set out in the Recitals to this Agreement;

**“Referenced PA Documents”** means the documents or, where applicable, excerpts therefrom, identified in Section 2.3, which solely for purposes of this Agreement and the Early Works will be interpreted to be in full force and effect without conditions precedent as of the date of this Agreement; and

**“Term”** means the period commencing on \_\_\_\_\_, 2009 and ending on the date upon which this Agreement terminates in accordance with Section 3.

## 1.2 Construction and Interpretation

This Agreement will be interpreted according to the following provisions, save to the extent that the context or the express provisions of this Agreement otherwise require:

- (a) the parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same;
- (b) the table of contents, headings and sub-headings, marginal notes and references to them in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement;
- (c) each reference in this Agreement to “Section” is to a section of this Agreement;

- (d) each reference to an agreement, document, standard, principle or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, standard, principle or other instrument) a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned;
- (e) each reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and include any orders, regulations, by-laws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute;
- (f) each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be;
- (g) words importing the singular include the plural and vice versa;
- (h) words importing a particular gender include all genders;
- (i) each reference to a public organization is deemed to include a reference to any successor(s) to such public organization or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such public organization;
- (j) unless the context otherwise requires, each reference to “parties” means the parties to this Agreement and each reference to a “party” means any one of the parties to this Agreement, provided however that a reference to a third party does not mean a party to this Agreement;
- (k) all monetary amounts are expressed in Canadian Dollars;
- (l) the words “include”, “includes” and “including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively;
- (m) any consent contemplated to be given under this Agreement must be in writing;
- (n) general words are not given a restrictive meaning:
  - (1) if they are introduced by the word “other”, by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
  - (2) by reason of the fact that they are followed by particular examples intended to be embraced by those general words;
- (o) all accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with Canadian generally accepted accounting principles, consistently applied;

- (p) if the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day; and
- (q) each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

### 1.3 Governing Law

This Agreement will be 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.

### 1.4 Attornment

For the purposes of any legal actions or proceedings brought by any party hereto against the other party, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

## 2. EARLY WORKS

### 2.1 Early Works

The Authority hereby authorizes the Design-Builder to proceed with the elements of the Design and Construction as described in Appendix 1 to this Agreement (the "Early Works"), and the Design-Builder will proceed with and perform the Early Works as required by this Agreement.

### 2.2 Schedule for Early Works

The Design-Builder will perform the Early Works in accordance with the Early Works Schedule.

### 2.3 Compliance with the Referenced PA Documents

The Design-Builder will perform the Early Works in strict accordance with the relevant requirements of the most recent draft of the Project Agreement with respect to Design and Construction, including without limitation the requirements of Schedule 2 [Design and Construction Protocols], Schedule 3 [Design and Construction Specifications], and Schedule 7 [Lands]. **[\*NTD: Authority and Design-Builder to consider attaching relevant documents if reference is not clear.]**

To the extent related to the Early Works, the Design-Builder will perform all obligations of Project Co and the Design-Builder set out in the Referenced PA Documents and references to "Project Co" will be deemed to be references to the Design-Builder.

All references to Design and Construction in the Referenced PA Documents will be deemed to be references to the Early Works, limited only by the limitation on the scope of the Early Works as described in this Agreement, and the Construction Period will be deemed to commence upon execution of this Agreement.

For the purpose of the Early Works:

- (a) the parties will administer the Design and Construction generally as described for the Design and Construction in the Referenced PA Documents;
- (b) the Authority will appoint a Design Representative and a Construction Representative as required by Section 2.11 (Representatives) of the Agreement Part of the Referenced PA Documents and Section 2.1 (Appointment of Representatives) of Schedule 2 [Design and Construction Protocols] of the Referenced PA Documents, who will also be the Authority's representative with respect to the Early Works; and
- (c) the Design-Builder will appoint a Design Representative and a Construction Representative as required by Section 2.11 (Representatives) of the Agreement Part of the Referenced PA Documents and Section 2.1 (Appointment of Representatives) of Schedule 2 [Design and Construction Protocols] of the Referenced PA Documents, who will be the Design-Builder's representative with respect to the Early Works.

## **2.4 Insurances**

Each of the Authority and the Design-Builder will place the insurances described in Appendix 3 (the "Insurances") required to be placed by each of them in the amounts and on the terms stated in Appendix 3. The Authority and the Design-Builder will maintain the Insurances in good standing throughout the Term of this Agreement.

## **2.5 Additional Early Works**

The Design-Builder is not authorized under this Agreement to undertake any Design and Construction other than the Early Works. The scope of the Early Works will not be modified without the agreement in writing of the parties. For greater certainty, it is intended that, under the provisions of this Agreement, no site access shall occur without the prior express written approval of the Authority, acting reasonably. The Authority will provide such access to the Site, and hereby grants a licence by the Authority to the Design-Builder in accordance with Section 2.1 of Schedule 7 of the Referenced PA Documents to the extent and as is reasonably required by the Design-Builder to carry out the Early Works in accordance with this Agreement.

## **2.6 Representation by Authority**

The Authority represents and warrants to the Design-Builder that as of the date of this Agreement the Authority has the power, capacity and authority to enter into this Agreement and to observe and perform all the covenants, agreements, terms and conditions to be observed and performed by the Authority in accordance with the terms of this Agreement.

## **2.7 Role of Independent Certifier**

At any time that an Independent Certifier has not been appointed, or fails to perform the role and responsibilities of the Independent Certifier set out in this Agreement, such role and responsibilities will be performed by the Authority, acting reasonably.

## **3. TERMINATION**

### **3.1 Financial Close**

Upon the occurrence of Financial Close:

- (a) this Agreement will be deemed to be terminated;
- (b) all Early Works undertaken under this Agreement in advance of Financial Close are deemed to have been undertaken by or on behalf of Project Co pursuant to the Project Agreement;
- (c) the Design-Builder releases the Authority and each Authority Indemnified Person from and against claims by the Design-Builder or any other Project Co Person under this Agreement or otherwise in relation to the Early Works. For greater certainty, the reference to "Project Co Person" is interpreted such that the reference in the definition to "Project Co" is deemed to be a reference to the Design-Builder. This Section 3.1(c) may be relied upon by the Authority Indemnified Persons and may be enforced directly by any of them against the Design-Builder in the same manner and for the same purpose as if pursuant to a release directly between them and the Design-Builder.

This Section 3.1 and Section 4.1 will survive the termination of this Agreement.

### **3.2 Termination of the Project**

If for any reason prior to Financial Close the Authority gives written notice to the Design-Builder that Financial Close will not be achieved and that either the Authority or Project Co is terminating its efforts to achieve Financial Close, then upon such notice this Agreement will be deemed to be terminated and the Design-Builder will immediately, in consultation with the Authority, take all reasonable steps to wind up all outstanding Early Works at minimum cost.

### **3.3 The Authority's Discretion to Terminate this Agreement**

At any time prior to Financial Close, and for any reason, the Authority may give the Design-Builder a five day prior written notice to cease the undertaking of some or all of the Early Works, in which event the Design-Builder will immediately, in consultation with the Authority, take all reasonable steps to wind up such Early Works at minimum cost.

### **3.4 Authority Breach**

If at any time prior to Financial Close the Authority breaches this Agreement and such breach has an adverse effect on the ability of the Design-Builder to undertake the Early Works, then on 14 days written notice to the Authority the Design-Builder may terminate this Agreement.



### **3.5 Termination by Expiration of Time**

Unless the parties otherwise agree in writing, if by \_\_\_\_\_, 2009 this Agreement is not otherwise terminated for any of the reasons set out in Sections 3.1, 3.2, 3.3 or 3.4, then this Agreement will automatically terminate effective the close of business \_\_\_\_\_, 2009. Notwithstanding such termination, the provisions of Section 3.6 regarding ownership of design and construction after termination, Section 3.7 regarding limitation of liability and Section 4.2 regarding payment shall survive the termination of this Agreement.

### **3.6 Ownership of Design and Construction After Termination**

If this Agreement is terminated for any reason prior to Financial Close then the Authority will be entitled to the full benefit of any Early Works for which the Authority has made payment, including design drawings, calculations and other design information, and in that event the Design-Builder will sign a formal assignment, transfer or other documents or take other steps as the Authority may reasonably request in order for the Authority to obtain and receive such benefit. The transfer and delivery of design drawings, calculations or other design information ("Design Product") shall be on an 'as is where is basis' and the Design-Builder makes no representation or warranty to the Authority regarding the Design Product upon such transfer and delivery.

### **3.7 Limitation of Liability**

If this Agreement is terminated for any reason prior to Financial Close, then the liability of the Design-Builder will be limited to the greater of \$1,000,000 or the maximum amount payable in respect of the claim for loss or liability under the Insurances.

## **4. PAYMENT**

### **4.1 Termination by Financial Close**

If this Agreement is terminated upon reaching Financial Close as provided by Section 3.1 then Section 3.1 will apply and no payment is required under this Agreement.

### **4.2 Termination other than by Financial Close**

If this Agreement is terminated other than due to the occurrence of Financial Close, the Authority will pay to the Design-Builder an amount calculated based on the portion of the Early Works Price attributable to the portion of the Early Works that has been completed plus a reasonable amount for demobilization costs and termination costs to subcontractors. The Design-Builder will invoice the Authority for such amount, and provide reasonable supporting documentation. The Independent Certifier will review such invoice within 10 days, determine whether such amount is reasonable, and provide a certificate of same to the Authority. The Authority will pay the Design-Builder such amount certified by the Independent Certifier within 10 days after such certificate, plus any applicable GST and interest on overdue amounts, as set out in Appendix 2. The amounts previously certified under Section 4.3 will not be subject to review in the final certificate.

### 4.3 Monthly Payment Certificates

The Design-Builder will within 10 days after the end of each month provide the Authority with a statement of the Early Works completed for that month and the relevant amount that would be payable under Section 4.2 in respect of such Early Works, calculated based on the portion of the Early Works Price attributable to the portion of the Early Works that has been completed. The Independent Certifier will review such statement within 10 days, determine whether such amount is reasonable, and provide a certificate of same to the Authority. For greater certainty, this Section 4.3 does not require payment by the Authority.

## 5. ASSIGNMENT

### 5.1 Binding on Successors and Assigns

This Agreement will be binding on and will enure to the benefit of the parties and their respective successors and permitted assigns.

### 5.2 Restriction on Assignment

No party will assign or transfer any part of its respective rights or obligations under this Agreement without the prior consent of the other, except that the Design-Builder may assign this Agreement as security, substantially in a form approved by the Authority, acting reasonably, prior to its grant for any loan made by an arm's length financial institution to the Design-Builder for financing the Early Works.

## 6. GENERAL

### 6.1 Notices

Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand to the address shown below, or if transmitted by facsimile transmission to the facsimile transmission number of each party set out below:

if to the Authority:

▼  
 Attention: ▼  
 Facsimile No: ▼

if to the Design-Builder:

▼  
 Attention: ▼  
 Facsimile No: ▼

or to such other address or facsimile transmission number or email address as any party may, from time to time, designate in the manner set out above. Any such notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
- (b) if sent by facsimile transmission or email during business hours on a Business Day, upon the sender receiving confirmation of the transmission or email, and if not transmitted or emailed during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission or email receipt.

## **6.2 Entire Agreement**

Unless otherwise stated in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any representation except as expressly set out in this Agreement.

## **6.3 Waiver**

The failure of any party to exercise any contractual right or remedy hereunder will not constitute a waiver thereof and no waiver will be effective, unless it is communicated in writing to the other party. A waiver of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

## **6.4 No Partnership or Agency**

Nothing in this Agreement will be construed as creating a partnership or as constituting the Design-Builder as an agent of the Authority. The Design-Builder will not hold itself out as having any authority or power to bind the Authority in any way.

## **6.5 Remedies Cumulative**

No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

## **6.6 Sub-contracting**

The Authority acknowledges that the Design-Builder will sub-contract aspects of the Early Works.

## **6.7 No Commitment to Enter into the Project Agreement**

The Authority is not committed in any way by the terms of this Agreement to enter into the Project Agreement and will be under no obligation to the Design-Builder to proceed with the procurement of the Project.

## **6.8 Further Assurances**

Each of the parties and their administrators, successors and permitted assigns will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be reasonably necessary from time to time in order to give full effect to this Agreement.

**6.9 Amendment**

None of the terms, conditions or provisions of this Agreement will be held to have been changed, waived, varied, modified or altered by any act or knowledge of any party, their respective agents, servants, or employees unless done in writing signed by the party intending to give a waiver, in the case of a waiver, and signed by each party in the case of any intended change, variation, modification or alteration of this Agreement.

**6.10 Time of the Essence**

Time will be the essence of this Agreement and of every part hereof.

**6.11 Counterparts**

This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

**6.12 Delivery by Fax**

Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**NORTHERN HEALTH AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

**[DESIGN-BUILDER]**

Per: \_\_\_\_\_  
Authorized Signatory

**APPENDIX 1  
EARLY WORKS**

The following lists and describes the scope of the Early Works:

<b>Task Name</b>	<b>Description</b>

**APPENDIX 2**  
**EARLY WORKS SCHEDULE**

## **APPENDIX 3 INSURANCES**

### **1. EARLY WORKS AGREEMENT INSURANCE REQUIREMENTS**

[\*NTD: Subject to availability and pricing, the Authority intends to place a CoC policy for the Early Works in advance of Financial Close. Proponents should provide necessary details in their proposals, including as to value of improvements that would be at risk.]

#### **1.1 General Liability Insurance**

The Authority will provide commercial general liability insurance on a wrap-up basis in respect of the Early Works. Such insurance will include the following terms:

- (a) coverage in an amount of not less than \$10,000,000 per occurrence for bodily injury, death, and damage to property including loss of use thereof with an aggregate limit of \$10 million on products and completed operations and a general policy aggregate of \$20 million;
- (b) a deductible not exceeding \$25,000 per occurrence;
- (c) the Design Builder and Authority as named insureds in respect of the work performed under the Early Works Agreement;
- (d) a waiver of subrogation against all insureds under the policy;
- (e) coverage for:
  - (1) premises and operations liability;
  - (2) damage to existing structures outside of the Design-Builder's care custody and control;
  - (3) products or completed operations liability;
  - (4) blanket written contractual liability;
  - (5) cross liability;
  - (6) contingent employer's liability;
  - (7) personal injury liability;
  - (8) liability with respect to non-owned licensed vehicles, with a sublimit of \$5,000,000;
  - (9) broad form property damage;
  - (10) Broad Form Completed Operations (including an extended Completed Operation period of not less than 24 months);
  - (11) Attached Machinery;
  - (12) Loading and Unloading of Automobiles;
  - (13) Limited Pollution Liability Coverage, with a sublimit of \$1,000,000;
  - (14) Forest Fire Fighting Expenses, with a sublimit of \$1,000,000; and
  - (15) Loss of Use of tangible property that is not physically injured.

#### **1.2 Other Coverage**

The Design-Builder will provide:

- (a) automobile liability insurance which will include the following terms:
  - (1) coverage in an amount of not less than \$2,000,000 inclusive per occurrence;
  - (2) coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of any owned or leased licensed automobile used in connection with the Early Works;
  
- (b) “all risks” insurance covering all construction equipment (including any scaffolding or hoarding (except to the extent covered by the Authority’s Builders’ Risk Course of Construction Policy)) owned, leased or rented by Design Builder for use during the Early Works or for which any of them may be responsible which will include the following terms:
  - (1) coverage in an amount of not less than actual cash value of such equipment;
  - (2) a waiver of subrogation against the Authority and the Design-Builder; and
  - (3) a deductible not exceeding \$25,000 per occurrence; and
  
- (c) workers’ compensation insurance in accordance with workers’ compensation legislation in the Province of British Columbia.

## **2. GENERAL INSURANCE PROVISIONS**

### **2.1 Insurers and Terms of Policies**

The Design-Builder and the Authority will ensure that all policies of insurance obtained pursuant to this Schedule are obtained and maintained with reputable and duly qualified insurers licensed in British Columbia and, subject to this Schedule, are in such forms and contain such terms and conditions as would be obtained by prudent owners of projects of similar scope and magnitude to the Early Works and contain such inclusions and exclusions as such prudent owner would require or permit.

### **2.2 Particular Requirements of Policies**

Without limiting the generality of this Schedule, each policy of insurance required under this Agreement must bear an endorsement to the effect that the insurer will not effect cancellation of the policy without first giving at least 60 days prior written notice by registered mail to the Authority and the Design-Builder.

### **2.3. Evidence of Insurance**

In respect of those policies of insurance required pursuant to this Schedule to be provided by the Design-Builder, the Design-Builder will deliver to the Authority a certificate of insurance evidencing each such policy or other satisfactory evidence of adequate insurance. On request, the Design-Builder will provide to the Authority a certified copy of such policy within a reasonable period of such request. No review or approval of any insurance certificate or



insurance policy by either party will derogate from or diminish such party's rights under this Agreement.

In respect of those policies of insurance required pursuant to this Schedule to be provided by the Authority, the Authority will deliver to the Design-Builder a certificate of insurance evidencing each such policy or other satisfactory evidence of adequate insurance. On request, the Authority will provide to the Design-Builder a certified copy of such policy within a reasonable period of such request. No review or approval of any insurance certificate or insurance policy by either party will derogate from or diminish such party's rights under this Agreement.

## **2.4 Claims**

The Design-Builder will maintain a written register of all claims and incidents that might reasonably result in a claim under any of the policies of insurance required by this Agreement (other than the policies listed in Section 1.2(a) and 1.2(b) of this Appendix) and will allow the Authority to inspect such register at any time. The Design-Builder will in addition notify the Authority within ten Business Days after any claim is made under any of the policies for the insurance required by this Agreement (other than the policies listed in Section 1.2(a) and 1.2(b) of this Appendix where the value of the claim exceeds \$10,000 or (regardless of the value of the claim) the claim involves personal injury or death, accompanied by full particulars of the incident giving rise to the claim.

## **2.5 Design-Builder Deductibles**

The Design-Builder will be responsible for the deductible portion of any claim made on any policy of insurance maintained pursuant to this Schedule.



**DESCRIBE SITE SECURITY DETAILS:**

**INTENDED OCCUPANCY OF COMPLETED PROJECT?**

If partial occupancy prior to completion, what portion?

**TRANSIT LIMIT OF EXPOSURE:**

\$

Materials being transported outside of Canada or the USA? Yes  No   
Maximum value of material stored away from the construction site? \$

**TYPE OF AREA:**

Business:  Downtown:  Industrial:  Residential:  Rural:  Other:

**SUB-CONTRACTORS:**

With respect to the 4 largest sub-contractors please provide the following:

**Description of Work:**

**Estimated Price Including Materials:**

Description of Work:	Estimated Price Including Materials:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**BLASTING (if any):**

Estimated Price: \$ \_\_\_\_\_

Pre-Blast Survey: Yes  No

Seismographic Readings: Yes  No

**EXCAVATION (if any):**

Performed By: \_\_\_\_\_

Estimated Price: \$ \_\_\_\_\_

Excavated Material Types: \_\_\_\_\_ Water table above bottom of excavation? Yes  No

If yes, how will it be controlled?

**ASBESTOS REMOVAL:**

Yes  No

Duration: \_\_\_\_\_ weeks

Estimated Value: \$ \_\_\_\_\_

**SHORING (if applicable):**

Underpinning: Yes  No

Estimated Price: \$ \_\_\_\_\_

Performed By: \_\_\_\_\_

**PILE DRIVING (if applicable):**

Estimated Price: \$ \_\_\_\_\_

Pre-Inspection for existing damage: Yes  No

Performed By: \_\_\_\_\_

Seismographic Readings: Yes  No

**DEMOLITION (if applicable):**

Estimated Price: \$ \_\_\_\_\_

Method of Demolition: \_\_\_\_\_

Performed By: \_\_\_\_\_

Type of Structure: \_\_\_\_\_ Height: \_\_\_\_\_ feet Storeys which equals? \_\_\_\_\_ feet

**WELDING (if applicable):**

Fire Precautions: \_\_\_\_\_

**ERECTION OF STRUCTURE:**

Estimated Price: \$ \_\_\_\_\_

Height: \_\_\_\_\_ feet

Storeys which equals? \_\_\_\_\_ feet

Performed By: \_\_\_\_\_

**PRECAUTIONS TAKEN:**

To Prevent Injury to Public: \_\_\_\_\_

Underground: \_\_\_\_\_ feet

Overhead Lines: \_\_\_\_\_ feet

**IS PROJECT:**

Attached to any existing structure? Yes  No

Within any existing complex, plant, etc.? Yes  No

**WHAT "OFF-SITE" WORKS INVOLVED?**

Describe any works involving transmission lines, pipelines, access roads, railways, dams, bridges, tunnels, etc.

**RELOCATION** (if applicable): Details of relocation of existing services (e.g. roads, railways, utilities, etc.) \_\_\_\_\_

**Performed By:** \_\_\_\_\_

**VOLUNTEERS** (if applicable): **Liability coverage required?** Yes  No  **No. of volunteers** \_\_\_\_\_

**Activities Description:**

**ADDITIONAL INFORMATION: REQUIRED FIELD**      **One Page Site Plan (all Projects)**      **Attached:** Yes  No

**Soils Report (New Construction)**      **Attached:** Yes  No

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)