



REQUEST FOR
QUALIFICATIONS
for
SURREY MEMORIAL HOSPITAL
REDEVELOPMENT AND EXPANSION:
EMERGENCY DEPARTMENT AND CRITICAL
CARE TOWER PROJECT

Issued July 23, 2009

Closing Time: 2:00 p.m. (local time), September 16, 2009
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1. INTRODUCTION

1.1 Purpose

The purpose of this Request for Qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in and qualifications for the Project. Based on these Responses, Fraser Health Authority (the “**Authority**”) intends to select, in accordance with the terms of this RFQ, a short-list of up to three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal (“**RFP**”) stage.

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

Under the Competitive Selection Process, the Authority is seeking to enter into a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build, finance and maintain a new facility at Surrey Memorial Hospital for emergency, neonatal intensive care, inpatient care, critical care, medical education, helipad, parking, clinical and non-clinical services (collectively the “**Facility**”).

1.2 Administration of RFQ

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

1.3 Eligibility

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

1.4 Project Brief

The Authority has issued a “Project Brief” for the purpose of providing an informal and convenient summary of aspects of the Project. **The Project Brief is not included in any way as part of this RFQ, either expressly or by inference or by reference, and is not intended to be referred to in any way in interpreting this RFQ.**

2. THE PROJECT

2.1 Guiding Principles

The following are the guiding principles for the Project, each of which is related to the Authority’s strategic imperatives and goals. The overarching context for these principles comes from sustainability’s three essential elements: clinical, financial, people.

| Strategic imperative | Goal | Guiding principle |
|-----------------------------------|--|---|
| Great workplaces | Create workplaces where people want to come and contribute in an environment and culture that supports their engagement and well-being | <ul style="list-style-type: none"> • Develop a safe, healthy and productive workplace environment that facilitates recruitment and retention of and promotes satisfaction among healthcare professionals • Provide healthcare professionals and students with the physical facilities and infrastructure necessary to allow them to excel • Incorporate “green” principles into design, construction and operational processes |
| Quality and safety | Deliver exceptional service as an organization that pursues quality and is recognized nationally for its results | <ul style="list-style-type: none"> • Use evidence-based practice to provide care that is centered on the patient and provides a healing environment • Design care processes and facility solutions that optimize healthcare outcomes and patient and family satisfaction • Address barriers to equitable access to healthcare, such as cultural diversity, physical capability and gender |
| Research and academic development | Develop as an innovative academic health care organization that improves health outcomes and health services sustainability through teaching, education and research | <ul style="list-style-type: none"> • Promote synergies between academic, research and clinical functions • Support the development of the knowledge and skills required by healthcare professionals in order to allow them to care for patients in an increasingly complex environment |
| Capacity | Create capacity across our networks | <ul style="list-style-type: none"> • Create a flexible design to allow for better adaptability to the rapid cycle of change in medicine and technology • Maximize the value of every healthcare dollar spent in construction and operations |
| Integration | Create an integrated and sustainable health system | <ul style="list-style-type: none"> • Optimize clinical and operational efficiency and effectiveness • Ensure standardization of care processes and facility design solutions wherever possible • Improve the use of clinical information and technology to advance integration, efficiency and quality of care and service |
| Progressive partnerships | Advance strategic alliances and progressive partnerships | <ul style="list-style-type: none"> • Build and promote collaborative partnerships that facilitate the delivery of the Authority’s strategic imperatives • Foster a collaborative approach with potential academic partners to support and enhance delivery of medical and allied education |

2.2 Advance Work by the Authority

The following is an overview of certain work undertaken on the Project to date, and work planned to be undertaken prior to Financial Close:

- 2.2.1 Approval. The Project has been approved to proceed to procurement by the government of British Columbia. Further Authority and Province approvals will be required prior to issuance of the RFP and Financial Close;
- 2.2.2 Site Zoning. The Project will require re-zoning, for example to include the proposed helipad as a permitted use. It is expected that applicable zoning processes will be concluded prior to the end of the procurement process;
- 2.2.3 Site Preparation. There are existing buildings and infrastructure on the site of the new Facility. The Authority is in the process of demolishing these structures and intends to provide a clear site in advance of financial close;
- 2.2.4 Programming. The Authority is in the process of completing its programming, concept design and performance specification preparation.

2.3 General Scope of Project Co's Responsibility

2.3.1 Project Agreement

The Project will be governed by a Project Agreement. The Authority intends to attach a draft Project Agreement to the RFP, which will include:

- (a) specifications for the design, construction and maintenance of the Facility;
- (b) the scope of services to be provided by Project Co; and
- (c) proposed commercial terms.

The Final Draft Project Agreement will be the basis upon which proposals will be prepared in response to the RFP.

2.3.2 General Scope of Responsibility

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

- (a) Design

Project Co will be responsible for all aspects of the design for the Facility including the integration of the various building components with each other. The final design must comply with the performance specifications that will be included in the Project Agreement, and all applicable laws

including the City of Surrey zoning. The Facility will require LEED® Gold certification. The RFP will request proposals that include representative schematic designs.

(b) Construction

Project Co will be completely responsible for:

- (1) obtaining all permits and approvals necessary for construction of the Facility;
- (2) provision of specified utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City of Surrey infrastructure; and
- (3) construction of the Facility.

(c) Equipment

Project Co will be responsible to design the Facility and to supply, procure, install and maintain items of equipment as identified in the Project Agreement. Typically, this will be equipment that needs to be integrated into the design or equipment that is needed to operate the physical infrastructure such as elevators and mechanical equipment.

The Project may also include procurement or management of contracts for specified clinical or other equipment on behalf of the Authority.

Other equipment may be purchased by the Authority and will have to be integrated into the design and in some cases installed by Project Co.

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

It is anticipated that the Authority will make progress/milestone payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 40 – 60% of Project capital costs). Project Co will be required to provide all other required funding for design, construction, finance costs and maintenance, by way of equity and/or debt financing.

The Authority anticipates that the Province will guarantee the Authority's payment obligations under the Project Agreement.

It is anticipated that there will be a financial ceiling in the RFP stipulating a maximum net present cost of the payments over the term of the Project Agreement and that it will be mandatory to comply with this requirement.

(e) Services

During the term of the Project Agreement after occupation of the Facility by the Authority, Project Co will be required to provide facility and parking garage maintenance, help desk and housekeeping services for the Facility.

(f) Lifecycle Maintenance

Project Co will be responsible for the lifecycle maintenance of the Facility to maintain and refurbish the Facility to the agreed physical and performance standards during the term of the Project Agreement.

2.4 Commercial Terms

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

- (a) Term: The term of the Project Agreement will commence on Financial Close and continue for 30 years from the anticipated occupation date of the entire Facility. It is anticipated that construction will commence in 2010 and that construction of the entire Facility will be completed in 2014;
- (b) Payment: The Authority expects to make progress/construction payments during construction and to pay service payments to Project Co monthly commencing on the date when all or part of the Facility is available for use by the Authority in accordance with a move-in schedule to be established under the Project Agreement;
- (c) Payment Deductions: The Project Agreement will permit the Authority to make deductions from the service payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) End of Term: The Project Agreement will describe the hand back requirements for the Facility at the end of the term and describe the provisions to enforce those requirements.

3. PROCUREMENT PROCESS

3.1 Overview of Two-Stage Procurement Process

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

3.2 Project Agreement Discussions

The Authority anticipates that the RFP will describe a collaborative process to provide the opportunity for the Proponents to have input into a variety of topics including design, services and the draft Project Agreement.

With respect to the Project Agreement, the Authority anticipates a process similar to the following:

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

The Authority does not expect to receive or to accept any variation in the commercial terms as set out in the Final Draft Project Agreement in either a proposal or after selection of the Preferred Proponent.

3.3 Project Timeline

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

| Activity | Timeline |
|---|--------------------------|
| Introductory Project Meeting | 18 August, 2009 |
| RFQ Closing Time | 16 September, 2009 |
| Respondent interviews/presentations (optional) | Week of 13 October, 2009 |
| Announce Proponents | October/November, 2009 |
| Issue RFP and draft Project Agreement to Proponents | October/November, 2009 |
| Closing date for proposals | April, 2010 |
| Selection of Preferred Proponent | June, 2010 |
| Financial Close | September, 2010 |
| Construction commences | September, 2010 |
| Emergency Department completed | 2013 |
| Full Facility completed | 2014 |

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

3.4 Introductory Project Meeting

The Authority intends to hold an introductory meeting on August 18, 2009 to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. The meeting will be conducted via the internet, with no attendance in person. Minutes will not be prepared or circulated. Any issues that arise that require distribution will be included in this RFQ by way of addendum. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

3.5 Compensation for Participation in Competitive Selection Process

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

If the RFP stage of the Competitive Selection Process is successfully completed, then after execution and delivery of the Project Agreement, an honorarium in the amount of \$500,000 will be paid to each Proponent that is not selected as the Preferred Proponent provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a bona fide proposal, the transfer of all intellectual property rights to the Authority, and the execution and delivery of a full release of any and all claims and waiver of liability in favour of the Authority.

4. SUBMISSION INSTRUCTIONS

4.1 Closing Time and Delivery Address

Responses to this RFQ must be received at the Delivery Address before the Closing Time as stated on the cover of this RFQ.

Respondents should submit copies of the Response as described in Part 2 of Appendix A.

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

Responses received after the Closing Time will not be considered and will be returned unopened.

All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 Language of Responses

Responses should be in English. Any portion not in English will not be evaluated.

4.3 Response Form and Content

Responses to this RFQ should be in the form and include the content described in Parts 2 and 3 of Appendix A.

4.4 Receipt of Complete RFQ

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

4.5 Receipt Confirmation Form

Respondents are advised to complete and return the Receipt Confirmation Form, substantially in the form attached as Appendix B , by e-mail as set out in the Receipt Confirmation Form, in order to be sent further information in connection with this RFQ.

4.6 Enquiries

All enquiries regarding any aspect of this RFQ should be made using the form attached as Appendix G and directed to the Contact Person by email with the words "SMH Critical; Care Tower RFI" in the subject line. The following will apply to any enquiry:

- (a) any responses will be in writing;
- (b) enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Authority determines that an enquiry must be distributed to all Respondents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) subject to Section 4.6(c) any enquiry and response may, in the Authority's discretion, be distributed to all Respondents, or the Authority may keep either or both the enquiry and response confidential if in the judgment of the Authority it is fair or appropriate to do so.

4.7 Unofficial Information

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

4.8 Communication with Contact Person

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

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

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to any Respondent:
 - (1) for ensuring that any electronic email system being operated for the Authority is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; or
 - (2) if a permitted email communication or delivery is not received by the Authority, or received in less than its entirety, within any time limit specified by this RFQ; 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 (for email) or by the clock used by the Contact Person for that purpose (for deliveries).

4.9 Addenda

The Authority may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Closing Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to enquiries as provided by Section 4.6, will be included in, or in any way amend, this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFQ. The Authority will send a copy of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.10 Inconsistency between Paper and Electronic Form

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

4.11 Revisions Prior to the Closing Time

A Respondent may amend or withdraw its Response at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

4.12 Response Declaration Form

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

4.13 Relationship Disclosure Form

Each Respondent and each member of the Respondent Team should complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix D or as otherwise acceptable to the Authority in the Authority's discretion.

5. EVALUATION

5.1 Evaluation Committee

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

5.2 Evaluation Criteria

The Evaluation Committee will evaluate Responses by application of the Evaluation Criteria as outlined in Part 1 of Appendix A. The Evaluation Committee will apply the Evaluation Criteria to select the Responses that the Evaluation Committee judges to be the most advantageous to the Authority.

5.3 Evaluation and Selection Process

To assist in evaluation of the Responses, 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 Response to verify any and all information regarding a Respondent, including its directors, officers and Key Individuals;
- (b) conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- (c) seek clarification of a Response or supplementary information from any or all Respondents; and
- (d) request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information,

and the Evaluation Committee may in its sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Responses.

The Evaluation Committee is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, identify and drop from the

detailed evaluation any Respondent who, when compared to the other Respondents, the Evaluation Committee judges is not in contention to be short-listed.

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

The Authority will conduct a debriefing, upon request, for any Respondent. In a debriefing the Authority will discuss the relative strengths and weaknesses of that Respondent's Response, but the Authority will not disclose or discuss any confidential information of another Respondent. Requests for debriefing may be made after a short-list has been announced.

5.4 Disqualification of Responses

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

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

5.5 Short-Listed Respondents and Changes to Respondent Teams

The Authority intends to issue the RFP only to the entities that have been short-listed under this RFQ.

If for any reason a short-listed Respondent wishes to make a change to the Respondent Team, including a change to any member of the Respondent Team, including the Respondent itself, the Respondent must deliver a written request to the Authority for permission in writing from the Authority to institute the proposed change.

The Respondent must include in such written request:

- (a) the reason for the proposed change;
- (b) a comprehensive description of the proposed change; and
- (c) sufficient information and documentation to demonstrate that after the proposed change the Respondent, the Respondent Team and each member of the Respondent Team (considered as a whole and considered separately) will meet or exceed the suitability, qualifications, experience, and abilities of the Respondent, the Respondent Team and each member of the Respondent Team (considered as a whole and considered separately) before the proposed change. The Respondent must provide such further information and documentation as the Authority may require in the Authority's absolute discretion for the purpose of considering any such request.

The Authority may, in its absolute discretion, by written notice, refuse or permit the proposed change, and any permission of the Authority may be on such terms and conditions as the Authority may consider appropriate.

6. RFQ TERMS AND CONDITIONS

6.1 No Obligation to Proceed

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

6.2 Freedom of Information and Protection of Privacy Act

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

6.3 Cost of Preparing the Response

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

6.4 Confidentiality of Information

Information pertaining to Partnerships BC or the Authority obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or the Authority (as applicable). By submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix E.

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

6.5 Reservation of Rights

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

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;

- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- (c) disqualify a Response, including for any of the reasons set out in Section 5.4;
- (d) waive a defect or irregularity in a Response or any non-conformity in form or content of a Response and accept that Response;
- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.6 Limitation of Damages

In no event will the Authority nor any of its employees, advisors or representatives, including Partnerships BC, be liable, under any circumstances, for any Claim, or to reimburse or compensate any Respondent in any manner whatsoever, including costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Authority or any of its employees, advisors or representatives if the Authority for any reason whatsoever:

- (a) does not select Proponents;
- (b) suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of the RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects one or more Proponent(s);
or
- (d) under the terms of the RFQ permits, or does not permit, a Restricted Party to advise, assist, or participate as part of a Respondent Team,

or for any breach or fundamental breach of contract by the Authority, and the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not short-listed in the Competitive Selection Process for any reason whatsoever.

6.7 Ownership of Responses

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

6.8 Disclosure and Transparency

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

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

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

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

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

6.9 No Collusion

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

6.10 No Lobbying

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such activity, the Authority, in its sole and absolute discretion, may at any time, but is not required to, reject any Response by that Respondent without further consideration, and either terminate that Respondent's right to continue participating in the RFQ stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Respondent's continued participation in the procurement stage as the Authority, in its sole discretion, may consider in the public interest or otherwise appropriate.

6.11 Relationship Disclosure and Review Process

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

Respondents must submit the form attached as Appendix D with their Response and disclose all conflicts of interest and unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person:

- (a) any potential conflict of interest;
- (b) any existing business relationships the Respondent or any member of the Respondent Team may have with the Authority, Partnerships BC, any individual known to the Respondent to be involved in the evaluation process or any other person providing advice or services to the Authority with respect to the Project; and
- (c) any other matter that gives rise or might give rise to an unfair advantage.

At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

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

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

6.12 Restricted Parties

6.12.1 Use or Inclusion of Restricted Parties

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

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

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.11.

6.12.2 Current Restricted Parties

At this RFQ Stage, and without limiting the definition of “Restricted Parties”, the Authority has identified the following persons, firms or organizations as Restricted Parties.

- Joan Young (Fairness Advisor)
- Ernst & Young Orenda Corporate Finance Inc. (Business Advisor)
- Bull, Housser & Tupper LLP (Legal Advisor)
- IBI Group (Architect/Managing Consultant)
- Flow Engineering (Mechanical Engineering Consultant)
- Acumen Consulting Engineers (Electrical Engineering Consultant)
- CitiWest Consulting Ltd. (Civil Engineering Consultant)
- CWMM Consulting Engineers Ltd. (Structural Engineering Consultant)
- SS+A (Quantity Surveyor)
- RPG Resource Planning Group (Functional Programmer)
- 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.

6.12.3 Conflict of Interest Adjudicator

The Authority has appointed Douglas Hopkins of Boughton Law Corporation as the 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.

6.12.4 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is

or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section.

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

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

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

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

6.12.5 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 possible Respondent, and may give notice to the possible Restricted Party, to make a response to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Respondent make an application under Section 6.12.4.

6.12.6 Decisions Final and Binding

The decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team

members and the Authority. The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

6.12.7 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 Respondent Team.

6.12.8 Shared Use

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

6.13 **Fairness Advisor**

The Authority has appointed Joan Young of Lang Michener LLP as fairness advisor (the “**Fairness Advisor**”) to act as an independent observer of the fairness of the implementation of the Competitive Selection Process. The Fairness Advisor will be kept fully informed by the Authority of all activities associated with the implementation of the Competitive Selection Process, and will have full access to all documents, meetings and information related to the process. The Fairness Advisor will report to the Project’s Steering Committee as to the fairness of the implementation of the process. The reports of the Fairness Advisor will include a report on the process followed leading to the selection of the short-listed Respondents under this RFQ, and the Authority will make such report public.

7. **DEFINITIONS AND INTERPRETATION**

7.1 **Definitions**

In this RFQ:

Addenda or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in Section 4.9.

Authority means Fraser Health Authority.

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

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

COI Adjudicator has the meaning set out in Section 6.12.3.

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

Confidentiality Agreement means the agreement referred to in Appendix E.

Contact Person means the person identified as such on the RFQ cover page, or such other person as may be appointed by the Authority for that purpose.

Delivery Address means the delivery address identified as such on the RFQ cover page.

Emergency Department means the emergency department of the Facility.

Equity Provider means an entity providing equity for the Project pursuant to the Project Agreement.

Evaluation Committee means the committee established by the Authority to evaluate the Responses.

Evaluation Criteria means the criteria referred to in Part 1 of Appendix A.

Facility has the meaning set out in Section 1.1.

Fairness Advisor has the meaning set out in Section 6.13.

Final Draft Project Agreement has the meaning set out in Section 3.2.

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.

FOIPPA has the meaning set out in Section 6.2.

Key Individuals means the Project Director and the key individuals on the Respondent's design team, construction team and facilities management team as identified in Respondent's Response.

Partnerships BC means Partnerships British Columbia Inc.

PPP means Private Public Partnerships.

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

Project means the design, construction, financing, testing, commissioning and maintenance of the Facility and all other works ancillary to the Facility in accordance with the Project Agreement.

Project Agreement has the meaning set out in Section 1.1.

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

Proponent means a short-listed Respondent that is invited to submit a proposal in response to the RFP.

Province means the Province of British Columbia.

Receipt Confirmation Form means the form attached as Appendix B.

Relationship Disclosure Form means the form attached as Appendix D.

Respondent means any company, firm, consortium or other legal entity that intends to submit a Response.

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

Respondent Team means the entire team (both firms and individuals) as described in the Respondent's Response that will prepare the Respondent's proposal under the RFP and will perform the obligations of Project Co under the Project Agreement.

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

Response Declaration Form means the form attached as Appendix C.

Restricted Party means those persons or firms (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents.

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

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

Shared Use Person means those persons or firms, if any, who are specifically named in Section 6.12.8.

7.2 Interpretation

In this RFQ:

- (a) the use of headings are for convenience only and are not to be used in the interpretation of this Agreement;
- (b) a reference to a Section or Appendix is a reference to a Section of or Appendix to this RFQ;

- (c) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (d) the word “including” when used in this Agreement and the attached Schedule is not to be read as limiting; and
- (e) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

APPENDIX A - EVALUATION CRITERIA AND RESPONSE GUIDELINES

| | | |
|---------------------------------------|--------------------------------------|----------|
| Table of Contents – Appendix A | | |
| PART 1. | EVALUATION CRITERIA | 2 |
| PART 2. | RESPONSE GUIDELINES | 3 |
| PART 3. | RESPONSE FORMAT | 4 |
| <u>Sample Forms</u> | | |
| | Form A-1: Project Experience | 12 |
| | Form A-2: Project Finance Experience | 13 |

PART 1.

EVALUATION CRITERIA

The Evaluation Committee will evaluate Responses by applying the following Evaluation Criteria and weighting to the information received as requested in Part 3 (Response Format) of this Appendix A:

| Expertise | Evaluation Criteria | Weighting |
|--------------------------------|---|------------------|
| Consortium Lead/ Respondent | 1. The strength and demonstrated ability to undertake the complete Project including: (a) experience and capacity to assemble and manage a consortium team that will integrate required expertise for the overall benefit of the Project and the Authority; (b) experience and capacity of the Key Individuals; (c) sourcing and delivery of required financing; and (d) ability to provide value-added, innovative solutions. | 25 |
| Design and Construction | 2. The strength and demonstrated ability to undertake the design and construction including: (a) experience and capacity to assemble and manage a design team with applicable experience and expertise and an approach to the design, including innovation, that will achieve optimal efficiency and integrated workflow; (b) experience and capacity to assemble and manage a construction team with applicable experience and expertise; (c) experience and capacity of the Key Individuals on the design and construction teams; (d) financial strength of lead construction firm. | 40 |
| Facility Management | 3. The strength and demonstrated ability to undertake the facility management of the completed Facility including: (a) experience and capacity to assemble and manage the facility management team that will provide services over the term of the Project Agreement; (b) experience of the identified Key Individual for facility management; and (c) financial strength of the lead facility management firm. | 20 |
| Overall Strength | 4. The overall strength of the team, the ability to undertake the complete Project, and potential for being an ideal long-term partner. | 15 |
| Total | | 100 |

PART 2. RESPONSE GUIDELINES

Responses should:

- (a) include all of the information requested in Parts 2 and 3 of this Appendix A; and
- (b) be submitted in three packages as follows, each clearly labeled:

| <u>Package</u> | <u>Contents</u> | <u>Number of Copies</u> |
|----------------|--|---|
| Package 1 | 1. Transmittal Letter 2. Response Declaration Form (see Appendix C of this RFQ) signed by the Respondent; and 3. Relationship Disclosure Forms (see Appendix D of this RFQ) signed by the Respondent and each member of the Respondent Team. | One One One |
| Package 2 | Response (See Section 3 of this Appendix A) excluding the Financial Information provided in Package 3. | One unbound copy marked “Master”, and 9 bound copies and one electronic copy. |
| Package 3 | Financial information (See Sections 1.6, 2.8 and 3.5 of Section 3 of this Appendix A). | One unbound copy marked “Master”, and 4 bound copies and one electronic copy. |

- (c) Be delivered in an envelope/box, clearly marked with the words, “**Surrey Memorial Hospital Redevelopment and Expansion: Emergency Department and Critical Care Tower Project, Response to Request for Qualifications**”, to the Delivery Address.

PART 3. RESPONSE FORMAT

For Responses, Respondents should use the Section numbers and titles, and provide the content, set out in the table below. Where a description is called for to respond to a particular requirement, Respondents should be as brief and concise as possible, and in any event should not exceed 1000 words in their response to that requirement.

| Section No. | Title | Contents |
|-------------|--|--|
| 1. | Respondent Team and Consortium Lead | |
| 1.1 | Identification of the Respondent Team | Provide the Company/Firm name for each of the following: <ol style="list-style-type: none"> 1. Consortium/lead 2. Equity Providers 3. Design team 4. Construction team 5. Facility management team 6. Financial advisor 7. Legal advisor 8. Other(s) (please specify) Provide a short description of the Respondent and significant team members (for publication purposes). |
| 1.2 | Contact Information | Provide the name and contact details for the Respondent's Representative. Please note: The Respondent's Representative will be the only person to receive communication from the Contact Person regarding the RFQ. Respondent's Representative: <ol style="list-style-type: none"> 1. Name 2. Employer |

| Section No. | Title | Contents |
|-------------|-------------------------------------|--|
| | | <ol style="list-style-type: none"> 3. Mailing/courier addresses 4. Telephone number 5. Facsimile number 6. E-mail address 7. Website address |
| 1.3 | Respondent Team Organization Charts | <p>Describe the Respondent's Team including:</p> <ol style="list-style-type: none"> 1. Management structure 2. Equity Providers 3. Entity responsible for design 4. Entity responsible for construction 5. Entity responsible for facilities management over the term 6. Identify settled or proposed contractual relationships between team members 7. Identify overall organizational/management structure <p>Provide organization charts, at the corporate level, showing the relationship between Respondent's Team members, for each of the following stages, indicating the changes contemplated between stages:</p> <ol style="list-style-type: none"> 1. RFP stage: from short-listing under RFQ to selection as Preferred Proponent under the RFP; 2. Project Agreement stage: from selection of Preferred Proponent to Financial Close; 3. Design and Construction stage: from preliminary design through to commencement of operating payments; and 4. Operations stage: from commencement of operating payments through to end of the Term. |
| 1.4 | Project Director's Experience | <p>Provide a résumé for the Project Director including, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation |

| Section No. | Title | Contents |
|-------------|---------------------------------------|---|
| | | <ol style="list-style-type: none"> 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant healthcare and other experience |
| 1.5 | Project Organization Chart | <p>Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the 4 stages listed in Section 1.3 above.</p> <p>Please note: names are only required for Key Individuals at this time</p> |
| 1.6 | Respondent Financial Capacity | <p>Provide the following information for the Respondent and each Equity Provider:</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the financial information provided is for a parent company, or other related entity, rather than the Respondent or Equity Provider, please provide evidence of the entity's willingness to provide a guarantee in respect of the Respondent or Equity Provider.</p> |
| 1.7 | Project Experience of Consortium/Lead | <p>Provide a completed <i>Form A-1 – Project Experience</i> (form attached at end of this Appendix) with details of up to 10 projects the Respondent considers most relevant to the Project, which may</p> |

| Section No. | Title | Contents |
|-------------|--|--|
| | | include: 1. Canadian and global healthcare projects, (and in particular acute hospital facility projects) including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian. |
| 1.8 | Prior Working Relationships | Describe any prior working relationships among members of the Respondent Team. |
| 1.9 | Experience in a Consortium Team | Demonstrate experience and capacity in assembling and managing a consortium team. |
| 1.10 | Experience in Finance Raising or Providing Finance | Provide a completed <i>Form A-2 – Project Finance Experience</i> (form attached at end of this Appendix) indicating the experience that any member of the Respondent Team has in raising and/or providing finance for PPP projects or other major infrastructure projects (up to 10 projects). |
| 1.11 | Approach to Partnership | Describe the Respondent's experience with public private partnership arrangements that demonstrates a successful approach to the delivery of projects through partnerships, including healthcare projects in partnership with healthcare organizations |
| 1.12 | Approach to Resolution of Issues | Describe the Respondent's approach to resolving issues emerging during the design and construction period and operating period in partnership with the Authority. |
| 1.13 | Arrangements for local delivery | Describe the arrangements the Respondent would put in place upon being identified as Preferred Proponent to provide the local presence and capacity required to reach Financial Close and commence implementation of the Project. |
| 1.14 | Availability | Describe the availability and capacity of the Respondent and Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project. |
| 1.15 | Innovation | Describe the Respondent's experience providing value added, innovative solutions in previous |

| Section No. | Title | Contents |
|-------------|--|---|
| | | projects. |
| 1.16 | Key Project challenges | Describe the key challenges (whether in relation to legal, commercial, financial, design, construction or services related issues) that the Respondent believes will have to be addressed in order to make the Project a success. Provide a high-level description of the Respondent's approach to dealing with these challenges. |
| 2. | Design and Construction Team Members | |
| 2.1 | Key Individuals' Experience | Provide résumés for the lead design individual and the lead construction individual including, at a minimum, the following information: <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 2. Role and responsibility for the Project 3. Summary of education/qualifications 4. Relevant healthcare and other experience |
| 2.2 | Comparable Experience of Design Consultant and Contractors | Provide information on past experience working with contractors and sub-contractors on comparable projects. Explain the management arrangements that were used to coordinate the work of the various specialists to achieve integration between designers and contractors, in accordance with the project schedule. |
| 2.3 | Project Experience | Provide a completed Table A-1 Sample Form – Project Experience with details of projects the Respondent considers most relevant to this project, which may include: <ol style="list-style-type: none"> 1. Canadian and global healthcare projects including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian. Provide separate tables for design and construction, and each should contain a maximum of ten recent projects. |
| 2.4 | Performance | Provide a case study demonstrating the application of a performance optimization methodology (such |

| Section No. | Title | Contents |
|-------------|-------------------------------------|--|
| | optimization case study | as LEAN healthcare) in a previous relevant project, describing: <ol style="list-style-type: none"> 1. The hospital site at which the project was undertaken. 2. The specific issues / challenges faced by the site that resulted in performance optimization work being undertaken. 3. The methodology used by the Respondent. 4. How the Respondent's work helped to resolve the original issues / challenges and improve operational efficiency. |
| 2.5 | Example inpatient unit | From the list of Projects in Section 2.3, provide an example inpatient unit floor plan and explain the features of the floor plan that the Respondent believes demonstrate the implementation of the principles of safe, efficient and effective patient care. |
| 2.6 | Approach to design development | Describe the Respondent's approach to the design development process, in particular highlighting the opportunities, mechanisms and timings for user engagement. Explain how the Respondent will address the challenge of the detailed design development process taking place after Financial Close. |
| 2.7 | Design and Construction Integration | Describe previous experience developing designs in consultation with a healthcare user/client and in integrating design with construction and facility management over a long-term relationship. Include experience, if any, in introducing "best practices" concepts into the design to deal with issues such as LEED® Gold certification and integration of process improvement concepts into facility design, with specific reference to acute care environments. |
| 2.8 | Financial Strength | Provide the following information for the lead construction firm: <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and |

| Section No. | Title | Contents |
|-------------|---|---|
| | | <p>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</p> <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1 please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p> |
| 3. | Facility Management Team Members | |
| 3.1 | Key Individuals' Experience | <p>Provide a résumé including, at a minimum, the following information for the Manager of Facility Management:</p> <ol style="list-style-type: none"> 1. Name 2. Professional qualification/designation 3. Role and responsibility for the Project 4. Summary of education/qualifications 5. Relevant healthcare and other experience |
| 3.2 | Project Experience | <p>Provide a completed <i>Table A-1 – Project Experience</i> with details of up to 10 projects the Respondent considers most relevant to the facility management services to be provided in this project, including facility and parking garage maintenance, help desk and housekeeping services (including helpdesk services for a building located on a large multi-building site) which projects may include:</p> <ol style="list-style-type: none"> 1. Canadian and global healthcare projects, including both PPP and traditional structures; 2. Other long-term partnership arrangements; and 3. Other public infrastructure projects, both Canadian and non-Canadian. |
| 3.3 | Design and Construction Integration | <p>Describe previous experience participating in the development of designs in consultation with a healthcare user/client and in integrating facility management considerations into design and construction considerations over a long-term relationship. Include experience, if any, of introducing best practice concepts in facility management and integrating these concepts with design and construction in order to provide an optimal long-term solution with specific reference to acute care</p> |

| Section No. | Title | Contents |
|-------------|--------------------|--|
| | | environments. |
| 3.4 | Key FM challenges | Describe the key challenges (whether in relation to hard facilities management, housekeeping or helpdesk services) that the Respondent believes will have to be addressed in order to make the operations stage of the Project a success. Provide a high-level description of the Respondent's approach to dealing with these challenges. |
| 3.5 | Financial Strength | <p>Provide the following information for the lead facility management firm:</p> <ol style="list-style-type: none"> 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; 3. Details of any material off-balance sheet financing arrangements currently in place; 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; 5. Details of any credit rating; and 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years. <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1, please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p> |

FORM A-1
PROJECT EXPERIENCE

| Project Name | Project Description/ Sector | Location (Province/ Country) | Current status of this project | Approximate capital value (Cdn\$MM) | Approximate services value (Cdn\$MM) | Respondent's role in project | Stage Respondent reached in this procurement process | Reference - Name, email address and telephone number | Parties to the project: | | | | |
|--------------|--------------------------------|------------------------------------|--------------------------------------|---|---|---------------------------------|---|--|-------------------------|--------|-------------|----------------|--------|
| | | | | | | | | | Sponsor | Funder | Constructor | FM Operator | Design |
| | | | | | | | | | | | | | |
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Notes on completion of table:

Project description: Transportation/Accommodation/Health/Other (please specify)
 Respondent's role: Specify extent of involvement of major parties to the project
 Project status: RFP stage/Construction stage/Operations stage
 Stage respondent reached: Not short-listed/Short-listed bidder/preferred bidder
 Reference: Provide name and contact details of someone who can attest to your role in this project
 Parties to the project: Corporate name of partners involved in the project

FORM A-2

PROJECT FINANCE EXPERIENCE

TEAM MEMBER NAME: _____

ROLE OF THE TEAM MEMBER: _____

| Project Name, Location and Description | Overall Project Capital Cost (Cdn\$MM) | Role of the Team Member in the Project | Type and Amount of Finance Raised or Provided by the Team Member | Debt to Equity ratio and Margin on Senior Debt over Base Rate | -Length of Concession -Length of Construction -Tenor of Senior Debt | Innovative features | Current Status of the Project | Dates Involved |
|--|--|--|--|---|---|---------------------|-------------------------------|----------------|
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APPENDIX B - RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Submission Date: September 16, 2009

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

Fraser Health Authority
Fax: (604) 953-5077
E-Mail: michaelann.dissing@fraserhealth.ca

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX: (____) _____ **TELEPHONE:** (____) _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

- COURIER COLLECT** COURIER Name and Account No.: _____
- MAIL** (default if neither box checked)

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

The Respondent or other interested party hereby acknowledges receipt and review of the RFQ and all of the terms and conditions contained therein, including all appendices attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ.

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C - RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: Fraser Health Authority, 3rd Floor – 10233 153rd Street, Surrey, BC V3R 0Z7

Attention: Michael-Ann Dissing

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

1. Response

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

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda.
- b. The Respondent agrees to be bound by all of the terms and conditions of the entire RFQ, including Section 6.6, all documents listed in the RFQ "Table of Contents", and any and all Addenda.

- c. The Respondent's Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including providing clarifications and additional information that may be requested in association with the RFQ.
- d. The Respondent has disclosed all relevant relationships in accordance with the instructions and format outlined in the Relationship Disclosure Form.
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

The RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of the Authority is limited to consider Responses in accordance with the RFQ.

4. Consent of Respondent Team

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

5. Respondent Team

The Respondent Team consists of:

| Name | Address | Key Individual or Equity Provider |
|------|---------|-----------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number

APPENDIX D - RELATIONSHIP DISCLOSURE FORM

This Form should be completed by the Respondent and by each of the Respondent's Key Individuals as identified in the Respondent's completed Response.

The Respondent/Key Individual (as the case may be) declares that:

1. The Respondent/Key Individual has reviewed the definition of Restricted Parties in Section 6 and the non-exhaustive list of Restricted Parties in Section 6.12.
2. The following is a full disclosure of all relationships that the Respondent/Key Individual has with:
 - a. Any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - b. Employees (both current or former) of the Authority, or individuals of firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Project that could constitute a conflict of interest or unfair advantage, including as a result of confidential information.

| Name of Restricted Party / Person | Details of the Nature of the Respondent's/Key Individual's relationship with the listed Restricted Party/Person <i>(e.g., Respondent/Key Individual was an advisor to the Restricted Party from 1999-2000)</i> |
|-----------------------------------|---|
| | |
| | |
| | |

(Add additional pages as may be required)

NAME OF RESPONDENT:

 Name of Firm – Respondent/Key Individual:

 Address:

 E-mail Address:

 Telephone:

 Fax:

 Name of Authorized Signatory for Respondent/Key Individual:

 Signature:

APPENDIX E - CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) **"Agreement"** means this Appendix E which is subject to the RFP;
- (b) **"Confidential Information"** means all documents, knowledge and information provided by the Authority or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFQ, the RFP or the Competitive Selection Process including 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 or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this 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;
- (c) **"Permitted Purposes"** means evaluating the Project, preparing a Response, and any other use permitted by this Agreement;

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

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 be bound by the terms contained herein.

3. Ownership of Confidential Information

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

4. Limited Disclosure

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

the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

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

7. Waiver

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

8. Severability

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

9. Enurement

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

APPENDIX F- FORM OF PARTICIPATION AGREEMENT

[DATE]

[Proponent]

[Address]

Attention: <*>

Dear <*>:

Re: Surrey Memorial Hospital Redevelopment and Expansion: Emergency Department and Critical Care Tower Project – Agreement (“Participation Agreement”) in respect of the Request for Proposals to be issued by Fraser 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. **Defined Terms.** Capitalized terms not otherwise defined in this letter agreement (this “**Agreement**”) have the meanings given to them in the RFP a draft of which you acknowledge receiving with this Participation Agreement.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, you and each of your Equity Members will sign and deliver this Participation Agreement, and you will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Termination.** If the Proponent and each of its Equity Members do not sign and return this Participation Agreement on or before ▼, 2009, the Proponent and each of its Equity Members:
 - (a) agree that the Authority may, in its discretion, no longer permit the Proponent to participate further in the Competitive Selection Process; and
 - (b) waive any and all Claims against the Authority, including any claim any of them may have had to partial compensation or other payment from the Authority for the Proponent’s participation in the Competitive Selection Process.
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.

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 all of which are incorporated into this Agreement by reference. Without limiting the foregoing the Proponent agrees:
- (a) 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;
 - (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of Volume 2 of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.4 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP;
 - (c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.4 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP and
 - (d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 8.3 (Preferred Proponent Security Deposit) of Volume 2 of RFP.
6. **Amendments.** The Proponent acknowledges and agrees that:
- (a) the attached RFP is in draft form only and may be amended by the Authority prior to final issuance;
 - (b) the Authority may in its sole discretion amend the RFP at any time and from time to time; and
 - (c) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and if the Proponent does not agree to any such amendment, it agrees that its sole recourse is to not submit a Proposal.
7. **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, Section 4.
- (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 if 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 ▼, 2009.

Yours truly,

FRASER HEALTH AUTHORITY

per: _____

PARTICIPATION AGREEMENT -- PROPONENT AND EQUITY MEMBER EXECUTION PAGE

Agreed to this ____ day of _____, 2009.

(Name of Proponent)

Authorized Signatory

Agreed to this ____ day of _____, 2009.

(Name Equity Member)

Authorized Signatory

[Add signature block for each Equity Member]

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.
3. **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC

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

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

APPENDIX G- FORM OF REQUEST FOR INFORMATION

REQUEST FOR INFORMATION

**Surrey Memorial Hospital Redevelopment and Expansion:
Emergency Department and Critical Care Tower Project**

Raised by:

Individual's Name: _____

Consortium Name: _____

Date Submitted: _____

Request / query: (one request/query per sheet)

Commercial in confidence:

Do you request that this query be treated as “commercial in confidence”?

Yes No