



# **REQUEST FOR QUALIFICATIONS**

**for**

**BC Cancer Agency's Centre for the North  
Project**

**RFQ # 2270**

**Closing Time:** 12:00 p.m. (local time) on October 21, 2008

**Delivery Address:** 2320 – 1111 West Georgia Street  
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## 1. INTRODUCTION

### Business Opportunity

The BC Cancer Agency's Centre for the North Project ("**the Project**") is one component of the Northern Cancer Control Strategy which is being managed by Provincial Health Services Authority ("**PHSA**"), the BC Cancer Agency Branch ("**BCCA**"), the Northern Health Authority ("**NH**") and the Ministry of Health Services ("**MoHS**"). BCCA is a branch society of PHSA and the project is being jointly implemented by BCCA and PHSA. It is anticipated that one or both of PHSA and BCCA will be party to the Project Agreement, with the final contracting party and the allocation of roles and responsibilities between PHSA and BCCA to be confirmed in the Request for Proposals ("**RFP**"). The term "PHSA/BCCA" is used for the purposes of convenience in this Request for Qualifications ("**RFQ**"). PHSA/BCCA anticipates that the Province will guarantee PHSA/BCCA's payment obligations under the Project Agreement.

While the project owner of the BC Cancer Agency's Centre for the North Project is PHSA/BCCA, NH is a partner in the Northern Cancer Control Strategy and will be involved in the evaluations of the cancer centre submissions and proposals and will also be involved in proponent meetings and bi-laterals relating to this procurement process. Decisions relating to the Centre for the North will be made by PHSA/BCCA; however, it is anticipated that NH will be consulted in the process.

The Project will be procured and carried out as a public private partnership. The partnership delivery model will be a design, build, finance and maintain in order to take advantage of private sector innovation and expertise. PHSA/BCCA expects that a single private partner will provide these integrated services, assuming and sharing defined project risks.

PHSA/BCCA believes that this Project is an attractive opportunity for participants to form an experienced, highly qualified, multi-disciplinary team supported by the appropriate financial and corporate commitment, resources and experience necessary to undertake the Project.

The Project will include:

1. the design, construction and financing of an approximate 4,200m<sup>2</sup> new building on the Prince George Regional Hospital ("**PGRH**") site, designed to achieve LEED® Gold certification, including a possible link for utilities to the existing power plant for utilities and building services;
  - a. the cancer centre will either be serviced by the existing power plant or will operate independently on the site. This will be clarified in the RFP and Output Specifications.
2. the design, construction and financing of the connection between the cancer centre and the PGRH, this link will be used for people and equipment;
3. the design, construction and financing of a parking structure (possibly underground or above ground); and
4. the facility management services including lifecycle, services for the new building and the link to PGRH.

The BC Cancer Agency's Centre for the North will access inpatient beds, diagnostic and facility support services from the Prince George Regional Hospital. The Centre for the North will be an outpatient facility operating five days per week (Monday to Friday).

It is also anticipated that the Centre for the North will act as the hub for medical oncology practice in the North. Patients will travel from communities throughout the North to Prince George for their medical oncology consultation or they will be assessed by medical oncologists in Prince George by telemedicine links to their nearest community cancer clinic. Medical oncologists from Prince George are also expected to provide outreach clinic visits to these communities. Patients are likely to have their chemotherapy treatment, closer to home, in a recognized community cancer clinic which is part of the Communities Oncology Network, unless they require concomitant chemo-radiotherapy in Prince George or sub-specialized care in Vancouver.

### **Renovations Required at Prince George Regional Hospital**

Certain renovations to the Prince George Regional Hospital are a component of the Northern Cancer Control Strategy required to support the new cancer centre on the site. The anticipated scope of renovations needed include work required on the Plant Services building (if applicable), the diagnostic imaging area, expansion of the laboratory, and renovations of an inpatient care unit to accommodate an oncology unit of six beds. This renovation work will likely be carried out utilizing a traditional procurement model of some form, where the short-listed Proponents may be invited to submit a bid.

#### **1.1 Purpose**

The purpose of this RFQ is to invite interested parties to submit Responses indicating their interest in and qualifications for the Project. Based on these Responses, PHSA/BCCA intend to select, in accordance with the terms of this RFQ, a short-list of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the RFP stage.

This RFQ is not a tender nor an offer nor a request for proposals, and there is no intention by PHSA/BCCA to make an offer by issuing this RFQ.

Under the Competitive Selection Process PHSA/BCCA is seeking to enter into a contract (the "**Project Agreement**") with a qualified entity ("**Project Co**") to design, build, finance and maintain ("**DBFM**") the BC Cancer Agency's Centre for the North.

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

Partnerships British Columbia Inc. ("**Partnerships BC**") is managing this RFQ and the Competitive Selection Process on behalf of PHSA/BCCA.

#### **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

PHSA/BCCA has prepared 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 should not be referred to in any way in interpreting this RFQ.**

## 2. THE PROJECT

### 2.1 Project Objective

The main objective of the Project is to meet the cancer needs of the northern BC population.

### 2.2 Advance Work by PHSA/BCCA

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

#### 2.2.1 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia and was announced on July 18, 2008. Further PHSA/BCCA and government approvals are expected to be required prior to Financial Close.

#### 2.2.2 Site Rezoning

This site does not need to be rezoned to accommodate the new cancer centre.

#### 2.2.3 Site Preparation

The Facility will be constructed on the PGRH site. The successful Proponent will be responsible for ensuring that all site preparation and staging requirements are met to deliver the Facility as defined under the Project Agreement, including access to all necessary utilities.

## 2.3 General Scope of Project Co's Responsibility

### 2.3.1 Project Agreement

PHSA/BCCA intend to attach a draft Project Agreement to the RFP, which will include:

- (a) output specifications for the design, construction and maintenance of the Facility;
- (b) the scope of services to be provided by the successful Proponent over the term of the Project Agreement; and
- (c) the 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

PHSA/BCCA 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 and with external roadways and services. The final design must comply with the output specifications that will be included in the Project Agreement, and all applicable laws including the City of Prince George zoning.

The Facility must achieve LEED® Gold certification.

(b) Construction

Project Co will be completely responsible for:

- (1) obtaining all permits and approvals necessary for construction of the Facility;
- (2) provision of utilities and other site services required to support the Facility; and
- (3) construction of the Facility, to be completed in 2012.

(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.

Other equipment may be purchased by PHSA/BCCA 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

Project Co will be required to provide the required financing for the design, construction, finance costs and maintenance of the Facility (including lifecycle) over the term of the Project Agreement, by way of equity and debt financing. Project Co will recover its financing through annual service payments made by PHSA/BCCA over the term of the Project Agreement. PHSA/BCCA anticipates that the Province will guarantee PHSA/BCCA's payment obligations under the Project Agreement.

It is anticipated that the RFP will set out an affordability or other financial threshold for the Project.

(e) Facility Management Services

Project Co will be responsible for the provision, maintenance and repair, and as appropriate, replacing and upgrading of all physical plant, mechanical systems, electrical systems, building structure, fixed equipment, building finishes and fixed furnishings required to maintain the Facility in a condition fit for the intended use. Except for clinical equipment that may be included in the successful Proponent's responsibilities, BCCA will be responsible for all clinical equipment and clinical operations. NH will provide housekeeping, grounds maintenance, snow removal and all other "soft services" to a standard agreeable to the partner to ensure and maintain the partner's accountability for the physical infrastructure.

## 2.4 Commercial Terms

### 2.4.1 Committed Financing

It is anticipated the RFP will require Proposals to identify the source of financing for the required equity and debt financing, and that such financing sources confirm acceptance of the terms of the Final Draft Project Agreement with no material amendments, prior to submission of the Proposal.

### 2.4.2 Key Commercial Terms

The following are some of the key commercial terms that PHSA/BCCA 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 substantial completion date of the Facility. It is anticipated construction will commence in 2009 and be completed in 2012;
- (b) Payment: PHSA/BCCA will pay service payments to Project Co commencing on the date when the Facility is available for use by BCCA in accordance with a move-in schedule to be established under the Project Agreement. At this time, PHSA/BCCA does not anticipate starting payments earlier than the date the building is completed. PHSA/BCCA anticipates making payments on a monthly payment cycle.
- (c) Payment Deductions: The Project Agreement will permit PHSA/BCCA 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;
- (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; and
- (e) Risk Allocation: The allocation of risks between PHSA/BCCA and Project Co will be specified under the Project Agreement.



### 2.4.3 Mandatory Commercial Terms

PHSA/BCCA anticipates that the following Project Agreement commercial terms will be defined as mandatory under the RFP, and may not be varied in a compliant proposal:

- (a) Title to the Lands and Facility: The Title to the Lands will at all times be held by NH. NH will grant PHSA/BCCA appropriate rights to use the Lands for the purposes of the Facility, and PHSA/BCCA will in turn provide appropriate land use rights to Project Co.
- (b) Change of Control: The Project Agreement will preclude any change in control of Project Co for one year following the commencement of service payments, other than:
  - (1) an exercise of rights by Project Co's lenders pursuant to a lenders remedies agreement to be entered into between the lenders and PHSA/BCCA at Financial Close; or
  - (2) otherwise, with the consent of PHSA/BCCA, which may be given or withheld in its absolute discretion.

PHSA/BCCA will expect to give such consent only in exceptional circumstances. After the first year, a change in control of Project Co will be permitted only with the prior consent of PHSA/BCCA, not to be unreasonably withheld.

## 3. **PROCUREMENT PROCESS**

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

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

### 3.2 **Project Agreement Discussions and Negotiations**

#### 3.2.1 Collaborative Discussions

PHSA/BCCA anticipates the RFP will describe a collaborative process to provide the opportunity for the short-listed Proponents to have input into a variety of topics including design, services and the draft Project Agreement.

With respect to the Project Agreement, PHSA/BCCA anticipates a process similar to the following:

- (a) PHSA/BCCA will invite each short-listed Proponent to review the draft Project Agreement as attached to the RFP and then meet confidentially and separately with PHSA/BCCA/NH to discuss any amendments the Proponent would like to have made to the draft Project Agreement, including design and construction, and facilities management matters; and

- (b) PHSA/BCCA will consider all comments and requested amendments received from the short-listed Proponents and amend the draft Project Agreement as PHSA/BCCA may decide, and then by addendum issue a revised Project Agreement (the “**Final Draft Project Agreement**”) as the common basis for the preparation of all proposals from the short-listed Proponents.

PHSA/BCCA anticipates the RFP will describe how final negotiations may occur after the selection of the Preferred Proponent to achieve a settled and final Project Agreement.

### 3.3 Procurement Timeline

The following is PHSA/BCCA's estimated timeline for the Competitive Selection Process and the Project:

Activity	Timeline
RFQ Issued	<b>July 31, 2008</b>
Introductory Project Meeting	<b>September 16, 2008</b>
RFQ Closing Time	<b>October 21, 2008</b>
Respondent interviews/presentations (optional)	<b>Week of November 3, 2008</b>
Announce short-listed Proponents	<b>November 2008</b>
Issue RFP and draft Project Agreement to short-listed Proponents	<b>December 2008</b>
Issue Final Draft Project Agreement	<b>February 2009</b>
Closing date for proposals	<b>April 2009</b>
Selection of Preferred Proponent	<b>June 2009</b>
Financial Close	<b>October 2009</b>
Construction commences	<b>October 2009</b>
Construction completed	<b>2012</b>

All dates in the above timeline are subject to change at the sole discretion of PHSA/BCCA.

### 3.4 Introductory Project Meeting

PHSA/BCCA intends to hold an introductory meeting to introduce the Project. All interested parties are invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues that arise that require distribution will be included in this RFQ by way of addendum. It is anticipated this meeting will include a tour of the proposed site. The date of this meeting will be **September 16, 2008** in Prince George. All parties who wish to attend should complete and submit a Receipt Confirmation Form.

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

- 3.5.1 PHSA/BCCA will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.
- 3.5.2 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 \$250,000 will be paid to each Proponent 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 responsive Proposal, the transfer to PHSA/BCCA of all intellectual property rights and the execution and delivery of a full release of any and all claims and waiver of liability in favour of PHSA/BCCA.

## **4. SUBMISSION INSTRUCTIONS**

### **4.1 Closing Time and Delivery Address**

- 4.1.1 Responses to this RFQ must be received at the Delivery Address before the Closing Time as stated on the cover of this RFQ.
- 4.1.2 Respondents should submit copies of the Response as described in section 1.1 of Appendix A to this RFQ.
- 4.1.3 Responses submitted by fax or email will not be accepted.
- 4.1.4 Responses received after the Closing Time will not be considered and will be returned unopened.

### **4.2 Language of Responses**

Responses must be in English.

### **4.3 Response Form and Content**

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

### **4.4 Receipt of Complete RFQ**

Respondents are responsible to ensure 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. PHSA/BCCA 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 or as otherwise acceptable to PHSA/BCCA in PHSA/BCCA's discretion, by facsimile or 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

- 4.6.1 All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and 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 a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Contact Person decides 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 4.6.1(c) any enquiry and response may, in the Contact Person's discretion, be distributed to all Respondents, or the Contact Person may keep either or both the enquiry and response confidential if in the judgment of the Contact Person 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 Fax and Email communication

Respondents should not communicate with the Contact Person by fax. Respondents may communicate with the Contact Person by email where email communications are permitted by the terms of this RFQ. The following provisions will apply to any communications with the Contact Person or the delivery of documents to the Contact Person by email where such email communications or delivery is permitted by the terms of this RFQ:

- 4.8.1 PHSA/BCCA does not assume any risk or responsibility or liability whatsoever to any Respondent:
- (a) for ensuring that any electronic email system being operated for PHSA/BCCA or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
  - (b) if a permitted email communication or delivery is not received by PHSA/BCCA or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFQ.
- 4.8.2 All permitted communications with or delivery of documents to the Contact Person by email will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

#### 4.9 Addenda

PHSA/BCCA 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 PHSA/BCCA is authorized to amend or clarify this RFQ. PHSA/BCCA 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 PHSA/BCCA 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 or as otherwise acceptable to PHSA/BCCA in PHSA/BCCA's discretion, 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

A Respondent and the Respondent's Key Individuals are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix D or as otherwise acceptable to PHSA/BCCA in PHSA/BCCA's discretion.

### 5. EVALUATION

#### 5.1 Evaluation Committee

The evaluation of Responses will be carried out by a committee appointed by PHSA/BCCA (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 PHSA/BCCA/NH or Partnerships BC.

## 5.2 Evaluation Criteria

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

## 5.3 Evaluation and Selection Process

5.3.1 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, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Responses;
- (b) seek clarification of a Response or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Responses; and
- (c) 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 consider any clarifications and supplementary information from interviews/presentations in the evaluation of Responses.

5.3.2 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.

5.3.3 The Evaluation Committee will recommend the short-list to Project's Steering Committee.

5.3.4 PHSA/BCCA will notify Respondents that have been short-listed by sending a written notice to the Respondent's Representative.

5.3.5 PHSA/BCCA will conduct a debriefing, upon request, for any Respondent. In a debriefing PHSA/BCCA will discuss the relative strengths and weaknesses of that Respondent's Response, but PHSA/BCCA 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 Short-Listed Proponents and Changes to Proponent Teams

PHSA/BCCA 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 or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new member for listed members), then the Respondent must submit a written application (with such information as PHSA/BCCA may require) to PHSA/BCCA for approval. PHSA/BCCA may, in its absolute discretion, grant or refuse to grant permission for a change to a short-listed Respondent's team list, considering PHSA/BCCA's objective of achieving a competitive procurement process that is not unfair to other short-listed Respondents, and without limiting the above:

5.4.1 PHSA/BCCA may refuse to permit a change to the membership of a short-listed Respondent's team if:

- (a) the change would, in PHSA/BCCA's judgment, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- (b) the evaluation of the new team, using the evaluation criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been short-listed;

5.4.2 PHSA/BCCA's discretion to give approval for changes to a short-listed Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Respondent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the short-listed Respondent.

## 6. RFQ TERMS AND CONDITIONS

### 6.1 No Obligation to Proceed

This RFQ does not commit PHSA/BCCA in any way to proceed to an RFP stage or award a contract, and PHSA/BCCA 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 PHSA/BCCA 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 without limitation all costs of providing information requested by PHSA/BCCA, attending meetings and conducting due diligence.

### 6.4 Confidentiality of Information

Information pertaining to Partnerships BC or PHSA/BCCA/NH 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 PHSA/BCCA/NH (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 to this RFQ.

Short-listed Proponents may 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.

### 6.5 Reservation of Rights

PHSA/BCCA reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- 6.5.1 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;
- 6.5.2 accept or reject any Response based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- 6.5.3 disqualify a Response, including for any of the reasons set out in section 2.2 of Appendix A;
- 6.5.4 waive a defect or irregularity in a Response or any non-conformity in form or content of a Response and accept that Response;
- 6.5.5 not accept any or all Responses;
- 6.5.6 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;
- 6.5.7 re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- 6.5.8 make any changes to the terms of the business opportunity described in this RFQ; and
- 6.5.9 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

Each Respondent, by submitting a Response, agrees that in no event will PHSA/BCCA/NH nor any of its employees, advisors or representatives, including Partnerships BC, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against PHSA/BCCA/NH or any of its employees, advisors or representatives if PHSA/BCCA for any reason whatsoever:

- (a) does not select a short-list of Respondents;
- (b) suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of the RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a short-list of one or more Respondent(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 PHSA/BCCA, 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 Response

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

## 6.8 Disclosure and Transparency

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

6.8.2 PHSA/BCCA expects to disclose the following information during this stage of the Competitive Selection Process: the RFQ document, the number of Respondents, and the name of short-listed Proponents.

6.8.3 To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including

communications with the media and the public, must be coordinated with, and is subject to prior approval of PHSA/BCCA.

- 6.8.4 Respondents will notify the Contact Person of any and all requests for information or interviews received from the media.
- 6.8.5 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 PHSA/BCCA, with the knowledge and intention that PHSA/BCCA 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**

A Respondent, and any firms, corporations or individual member of a Respondent, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of PHSA/BCCA/NH, Partnerships BC, the Fairness Advisor or any member of the Evaluation Committee, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by PHSA/BCCA. PHSA/BCCA reserves the right to disqualify a Respondent that contravenes this section 6.10.

## **6.11 Relationship Disclosure and Review Process**

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

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

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

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

PHSA/BCCA and the Conflict of Interest Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

#### 6.11.1 Use or Inclusion of Restricted Parties

PHSA/BCCA may, in its sole and absolute discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as PHSA/BCCA may consider to be in the public interest or otherwise required by PHSA/BCCA, 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.

#### 6.11.2 Current Restricted Parties

At this RFQ Stage, and without limiting the definition of "Restricted Parties", PHSA/BCCA has identified the following persons, firms or organizations as Restricted Parties.

- Stantec Architecture Ltd. (Facility Consultants)
- Deloitte & Touche LLP (Business Advisor)
- ADR Chambers (Fairness Advisor)
- Bull Housser & Tupper LLP (PPP Legal Advisor)
- Alexander Holburn Beaudin & Lang LLP (PHSA/BCCA Corporate Counsel)
- Spiegel Skillin and Associates Ltd. (Quantity Surveyor)
- Boughton Law Corporation (Conflict of Interest Adjudicator)
- Facility Management Advisor – to be determined
- Equipment Consultant – to be determined
- PHSA/BCCA/NH 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.

### 6.11.3 Conflict of Interest Adjudicator

PHSA/BCCA has appointed Douglas Hopkins, 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.

### 6.11.4 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 through the following process:

- (a) 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 ten (10) days prior to the Closing Time by email, the following information:
  - (1) Names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
  - (2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
  - (3) 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
  - (4) Copies of any relevant documentation.

PHSA/BCCA may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If PHSA/BCCA refers the request to the COI Adjudicator, PHSA/BCCA 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.

#### 6.11.5 PHSA/BCCA May Request Advance Decisions

PHSA/BCCA may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where PHSA/BCCA identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. PHSA/BCCA will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If PHSA/BCCA seeks an advance decision from the COI Adjudicator, PHSA/BCCA will give notice to possible Respondent and may give notice to the possible Restricted Party so that they may make its own 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 PHSA/BCCA may require that the Respondent make an application under section 6.11.4.

#### 6.11.6 Decisions Final and Binding

The decision of PHSA/BCCA 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 PHSA/BCCA. PHSA/BCCA 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.

#### 6.11.7 Exclusivity

Unless permitted by PHSA/BCCA 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.

#### 6.11.8 Shared Use

A “**Shared Use Person**” is a person identified by PHSA/BCCA as eligible to do work for more than one Respondent. Any Shared Use Persons will be required to commit not to enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

### 6.12 **Fairness Advisor**

PHSA/BCCA has appointed a fairness advisor (the “**Fairness Advisor**”) to monitor the evaluation process undertaken by the Evaluation Committee. The Fairness Advisor will provide a written report to PHSA/BCCA, and PHSA/BCCA will make any such report available to interested parties and will be made public at the end of the evaluation process.

The Fairness Advisor will be:

6.12.1 Provided full access to all documents and information related to the evaluation processes under this RFQ which the Fairness Advisor decides is required; and

6.12.2 Kept fully informed by PHSA/BCCA of all documents and activities associated with this RFQ.

## 7. DEFINITIONS

### 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.

**BCCA** means the BC Cancer Agency Branch.

**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 6.11.3.

**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 to this RFQ.

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

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

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

**Evaluation Committee** has the meaning set out in Section 5.1.

**Evaluation Criteria** means the criteria referred to in section 2.1 of Appendix A to this RFQ.

**Facility** means the BC Cancer Agency's Centre for the North.

**Fairness Advisor** has the meaning set out in section 6.12.

**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 facility management team as identified in Respondent's Response.

**Lands** means the site upon which the Project is to be constructed.

**NH** means the Northern Health Authority.

**Northern Cancer Control Strategy** is the strategy to develop an integrated system of cancer care in Northern B.C. with a network of care that extends from smaller communities to the largest centre.

**PHSA** means Provincial Services Health Authority.

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

**PPP** means public private partnership.

**Preferred Proponent** means the company, firm, consortium or other legal entity selected by PHSA/BCCA 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 PHSA/BCCA.

**Proponent** means a person that submits a proposal in response to the RFP.

**Receipt Confirmation Form** means the form attached as Appendix B to this RFQ.

**Relationship Disclosure Form** means the form attached as Appendix D to this RFQ.

**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 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. For clarity, the Respondent Team includes both firms and individuals.

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

**Response Declaration Form** means the form attached as Appendix C to this RFQ.

**Restricted Party** means those persons or firms (including their former and current employees) who has a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material

unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents.

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

**RFQ** means this request for qualifications including the Appendices issued by PHSA/BCCA as the first stage of the Competitive Selection Process.

**Shared Use Person** has the meaning set out in Section 6.11.8.



**APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA**

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**1. Response Guidelines**

**1.1 Overview of Response**

Responses should:

- (a) include all of the information requested in this Appendix A;
- (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 the RFQ) signed by the Respondent; and  3. Relationship Disclosure Form (see Appendix D of the RFQ) signed by the Respondent and by each of the Respondent's Key Individuals.	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 4 bound copies and one electronic copy.
Package 3	Financial information (See subsections 1.6, 2.5 and 3.4 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, "**BC Cancer Agency's Centre for the North Project, Response to Request for Qualifications**", to the Delivery Address.

## 2. Evaluation

### 2.1 Evaluation Criteria

The Evaluation Committee will evaluate Responses by applying the following Evaluation Criteria and weighting to the information received as requested in section 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:	30
	(a) The experience and capacity to assemble and manage a consortium team that will integrate required expertise for the overall benefit of the Project and PHSA/BCCA/NH;	
	(b) Experience and capacity of the Key Individuals;	
	(c) The sourcing and delivery of required financing;	
	(d) The ability to provide value-added, innovative solutions; and	
	(e) Financial strength of consortia lead.	
	(See s.1 and 4 of the Response Format)	
Design & Construction	2. The strength and demonstrated ability to undertake the design and construction including:	30
	(a) The 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 in a cancer centre;	
	(b) Experience and capacity to assemble and manage a construction team with applicable experience and expertise; and,	
	(b) Experience and capacity of the Key Individuals on the design and construction teams.	
	(c) Financial strength of lead construction team member.	
	(See s.2 and 4 of the Response Format)	
Facility Management	3. The strength and demonstrated ability to undertake the facility management of the completed Facility including:	20
	(a) The experience and capacity to assemble and manage the facility management team that will provide services over the term of the Project Agreement; and	
	(b) The experience of the identified Key Individual for facility management.	
	(c) Financial strength of the facility management team lead.	

Expertise	Evaluation Criteria	Weighting
	(See s.3 of the Response Format)	
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. (See Response Format Generally)	20
Total		100

## 2.2 Disqualification of Responses

Without limitation, PHSA/BCCA 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 PHSA/BCCA, interfere with the integrity of the Competitive Selection Process; or
- (b) it includes a false or misleading statement, claim or information.

### 3. Response Format

For Responses, Respondents should use the section numbers and titles provided in the table below.

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

Section No.	Title	Contents
1.3	Respondent Team Organization Charts	<p>a) Describe the Respondent's Team including:</p> <ol style="list-style-type: none"> <li>1. Management structure</li> <li>2. Equity Providers</li> <li>3. Entity responsible for design</li> <li>4. Entity responsible for construction</li> <li>5. Entity responsible for facility management over the Term</li> <li>6. Identify settled or proposed contractual relationship between team members</li> <li>7. Identify overall organizational/management structure</li> </ol> <p>b) Provide organization charts, at the corporate level, showing the relationship between Respondent's Team members, for each of the following phases, indicating the changes contemplated between phases:</p> <ol style="list-style-type: none"> <li>1. RFP stage: from short-listing under RFQ to selection as Preferred Proponent under the RFP;</li> <li>2. Project Agreement stage: from selection of Preferred Proponent to Financial Close;</li> <li>3. Design and Construction stage: from preliminary design through to commencement of operating payments; and</li> <li>4. Operations stage: from commencement of operating payments through to end of the Term.</li> </ol>
1.4	Project Director's Experience	<p>Provide a resumé for the Project Director including, at a minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Professional qualification/designation</li> <li>3. Role and responsibility for the Project</li> <li>4. Summary of education/qualifications</li> <li>5. Relevant healthcare and other experience</li> </ol>
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 phases listed in section 1.3 above.</p>
1.6	Respondent Financial Capacity	<p>Provide the following information for each of the Respondent and all Equity Providers:</p> <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal</li> </ol>

Section No.	Title	Contents
		<p>year for which audited statements are provided;</p> <ol style="list-style-type: none"> <li>3. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>5. Details of any credit rating; and</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol>
1.7	Project Experience of Consortium/Lead	<p>Provide a completed <i>Table A-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include:</p> <ol style="list-style-type: none"> <li>1. Canadian and global healthcare projects, (and in particular cancer centre projects) including both PPP and traditional structures;</li> <li>2. Other long-term partnership arrangements; and</li> <li>3. Other public infrastructure projects, both Canadian and non-Canadian.</li> </ol> <p>Each table should contain a maximum of ten projects.</p>
1.8	Prior Working Relationships	Describe any prior working relationships among members of the Respondent Team. Demonstrate experience and capacity in assembling and managing a consortium team.
1.9	Experience in Finance Raising or Providing Finance	Provide a completed <i>Table A-2 Sample Form – Project Finance Experience</i> (attached at end of this appendix) indicating the experience that any member of the Respondent Team has in raising and/or providing finance for public private partnership projects or other major infrastructure projects.
1.10	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.
1.11	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.
1.12	Innovation	Describe the Respondent's experience providing value added, innovative solutions in previous projects.

Section No.	Title	Contents
<b>2.</b>	<b>Design and Construction Team Members</b>	
2.1	Key Individuals' Experience	Provide resumés for the lead design individual and the lead construction individual including, at a minimum, the following information: <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Professional qualification/designation</li> <li>2. Role and responsibility for the Project</li> <li>3. Summary of education/qualifications</li> <li>4. Relevant healthcare and other experience</li> </ol>
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 <i>Table A-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include: <ol style="list-style-type: none"> <li>1. Canadian and global healthcare projects (and in particular cancer centre projects and similar projects in northern climates), including both PPP and traditional structures;</li> <li>2. Other long-term partnership arrangements; and</li> <li>3. Other public infrastructure projects, both Canadian and non-Canadian.</li> </ol> Respondents should provide separate tables for design and construction, and each should contain a maximum of ten recent projects.
2.4	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, integration of process improvement concepts (such as workflow re-design, process efficiency tools, etc.) into facility design, with specific reference to cancer centre environments.
2.5	Financial Strength	Provide the following information for the lead construction firm: <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial</li> </ol>



Section No.	Title	Contents
		<p>information for each of the last three fiscal years;</p> <ol style="list-style-type: none"> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> <li>3. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>5. Details of any credit rating; and</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol> <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>
<b>3.</b>	<b>Facility Management Team Members</b>	
3.1	Key Individuals' Experience	<p>Provide a resumé including, at a minimum, the following information for the Manager of Facility Management:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Professional qualification/designation</li> <li>3. Role and responsibility for the Project</li> <li>4. Summary of education/qualifications</li> <li>5. Relevant healthcare and other experience</li> </ol>
3.2	Project Experience	<p>Provide a completed <i>Table A-1 Sample Form – Project Experience</i> with details of projects you consider most relevant to this project, which may include:</p> <ol style="list-style-type: none"> <li>1. Canadian and global healthcare projects (and in particular cancer centre projects and similar projects in northern climates), including both PPP and traditional structures;</li> <li>2. Other long-term partnership arrangements; and</li> <li>3. Other public infrastructure projects, both Canadian and non-Canadian</li> </ol> <p>The table should include a maximum of ten projects.</p>

Section No.	Title	Contents
3.3	Design and Construction Integration	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 cancer centre environments.
3.4	Financial Strength	<p>Provide the following information for the lead facility management firm (if the lead facility management firm has a current investment grade rating and provides evidence of such rating then the lead facility management firm may be exempted from requirements 1 to 4 below):</p> <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> <li>3. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>5. Details of any credit rating; and</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol> <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>

Section No.	Title	Contents
4.	General	
4.1	Overall Strength	Describe characteristics of proposed team that will lead to a successful long term Project and value added partnership. Describe approach to innovation in design, construction and operations, including but not limited to evidence-based design principles, healthy buildings, LEED® Green Guide for Health Care and Lean Design Principles for health care. Provide examples of projects which have required the implementation of innovations. Provide examples of projects demonstrated ability to take advantage of commercial opportunities associated with the site.

**TABLE 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

**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: Bid phase/Construction phase/Operations phase  
 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



**APPENDIX B - RECEIPT CONFIRMATION FORM**

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

**Request for Qualifications**

**BC Cancer Agency's Centre for the North Project**

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

**Partnerships British Columbia**

**Fax: (250) 356-2222 or**

**E-Mail: dawn.hart@partnershipsbc.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, without limitation, 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: Partnerships BC, 300 – 707 Fort Street, Victoria, BC V8W 3G3

Attention: Dawn Hart

In consideration of PHSA/BCCA'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; and
- d. PHSA/BCCA 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 PHSA/BCCA.

### **2. Acknowledgements with Respect to the RFQ**

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation 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 but not limited to providing clarifications and additional information that may be requested in association with the RFQ;
- d. the Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

**3. Evaluation of Responses**

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

**4. Consent of Respondent Team**

- a. 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. 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, Appendix A, section 3.***

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 7 and the non-exhaustive list of Restricted Parties in Section 6.11.
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 PHSA/BCCA/NH, 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:**

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Name of Firm – Respondent/Key Individual:

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Address:

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E-mail Address:

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Telephone:

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Fax:

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Name of Authorized Signatory for Respondent/Key Individual:

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Signature:

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## 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 PHS/BCCA 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, 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 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, PHSA/BCCA or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of the RFQ.

## ***2. Confidentiality***

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of PHSA/BCCA, 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***

PHSA/BCCA 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 PHSA/BCCA, 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 PHSA/BCCA 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 PHSA/BCCA 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 PHSA/BCCA 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 PHSA/BCCA 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 PHSA/BCCA and Partnerships BC and binds the Recipient and its successors.