

**APPENDIX 9
PROPOSAL FORM**

Project Title: ABBOTSFORD HOSPITAL AND CANCER CENTRE (“Project”)
and Location: Abbotsford, British Columbia, Canada

Submitted to: Abbotsford Hospital and Cancer Centre Inc. (“Health Co”)
c/o Partnerships British Columbia Inc.
Suite 1250
999 West Hastings Street
Vancouver, B.C. V6C 2W2

Attention: Mr. Walter Hiller

We, the undersigned (“Proponent”):

- A) having carefully examined the Request For Proposals (including its appendices) dated September 2003 (“RFP”), the Initial Form of Project Agreement, the Output Specifications, and all Addenda issued by Health Co prior to the date hereof to such documents (collectively all of the foregoing as amended by Addenda referred to herein as the “RFP Documents”);
- B) having carefully examined the Site and all other conditions which may affect the performance of the Project Operations under the Project Agreement; and
- C) having satisfied ourselves as to the nature and location of the Project and the general, local and other conditions to be encountered in the performance of the Project Agreement,

hereby submit this offer (“Proposal”), which includes all of the documents identified in Section 6 herein, for the Project in accordance with the requirements of the RFP Documents (as hereinafter defined), and the following:

1. DEFINITIONS

- 1.1 Unless a contrary intention is clearly indicated, terms and expressions used in this Proposal and not defined herein but which are defined in the RFP Documents shall have the meanings given to them in the RFP Documents.

2. PERFORMANCE AND SCHEDULE

- 2.1 We agree to perform all obligations of Project Co under the Project Agreement, to the quality, in the manner specified in, and in full compliance with the RFP Documents, and

agree to assume all obligations and liabilities imposed upon Project Co by the RFP Documents.

- 2.2 We agree to meet and achieve each and all of the Milestone Dates that are specified in Schedule 10-3 of Appendix 10 of the RFP, on or before the dates specified by us in our Proposal for those Milestone Dates.

3. PRICE

- 3.1 We agree:

- (a) To perform the Project Agreement and to accept, as full compensation therefor, the applicable Annual Service Payment specified in our Proposal.
- (b) That the Annual Service Payment will subsequently be adjusted by Health Co to address those Options (if any) included in our Proposal and which Health Co at its sole discretion, by notice in writing, accepts within the time periods (if any) for acceptance specified in our Proposal.
- (c) That, unless otherwise expressly stipulated in the Project Agreement, we will receive no payment or other compensation under the Project Agreement until after the Payment Commencement Date, and then only in accordance with the provisions of the Project Agreement.

- 3.2 All prices stated in our Proposal and in any submittals submitted with or incorporated into our Proposal are expressed in Canadian currency and are all-inclusive, including all Taxes save and except only GST.

4. CONFORMANCE WITH MANDATORY PROPOSAL REQUIREMENTS FOR BASE PROPOSAL

- 4.1 We represent and confirm that our Base Proposal, as defined in the RFP, is based on and conforms to all of the Mandatory Requirements as required by Section 11 of the RFP, including acceptance without qualification of the Initial Form of Project Agreement (including the Payment Mechanism).

5. PROPOSAL FIRM AND IRREVOCABLE

- 5.1 This Proposal constitutes a firm offer to Health Co, which we agree is irrevocable, binding on us, and cannot be withdrawn until three (3) months after the target date specified for Financial Close in Section 1.7 of the RFP (or as such later date as may be extended by Health Co by Addenda), or until the Project Agreement for the Project is executed and delivered by both Health Co and another Proponent, whichever is earlier.

6. ATTACHMENTS TO PROPOSAL

6.1 The following documents form an integral part of and are included in this Proposal:

<u>Document/Schedule</u>	<u>Description</u>
_____	_____
_____	_____
_____	_____

7. RFP AND PROPOSAL COMPETITION AGREEMENT

7.1 We agree that this Proposal is subject to the provisions of the RFP and the Proposal Competition Agreement, including all exclusions and limitations of liability in favour of any one or more of Health Co, Partnerships BC, the Health Authorities and the Ministry of Health Services contained in the RFP Documents and the Proposal Competition Agreement.

8. INFORMATION IN EOI

8.1 We hereby represent, warrant and confirm that all statements made in our original Expression of Interest submitted in response to the Request for Expressions of Interest for this Project are continuing representations and remain true and correct as of the date hereof, save and except only those which are expressly amended in this Proposal, in which case we have clearly identified them in this Proposal as corrections to or departures from the statements made in our Expression of Interest.

9. NO COLLUSION OR CONFLICT

9.1 In preparing and submitting this Proposal, we represent, warrant and confirm that we have not discussed or communicated, directly or indirectly, with any other proponent or any employee, agent or representative of any other proponent regarding the content or presentation of their proposals. This Proposal has been submitted without any connection, knowledge, collusion, comparison of figures or arrangement with any other proponent or any employee, agent or representative of any other proponent.

9.2 Neither we, nor any of our partners (if we are a partnership) or any of our members (if we are a joint venture or consortium) have any interest whatsoever in the proposal of any other proponent, either directly or indirectly, and we have not entered into any formal or informal arrangement, agreement or understanding before the submission of this Proposal that would have such a result.

10. JOINT VENTURES AND CONSORTIA

10.1 If a joint venture or consortium, we represent, warrant, confirm and agree that:

- (a) Each of the members of our joint venture or consortium, as applicable, has executed this Proposal by its duly authorized representatives, on behalf of both the joint venture or consortium and on its own behalf, in the same manner and to the same legal force and effect as if it was the only one who was submitting this Proposal.
- (b) By executing the Proposal and, if successful, the Project Agreement, each member of our joint venture or consortium, as applicable, is and will be jointly and severally liable to Health Co for all covenants, obligations and liabilities of the joint venture or consortium, including those contained in this Proposal, the Proposal Competition Agreement, the RFP Documents and the Project Agreement.

We agree that if the Proponent is a joint venture or consortium and if any of the members of the Proponent's joint venture or consortium are themselves a joint venture or consortium, then all of the foregoing representations, warranties and confirmations shall be deemed to be given by each and all of those other joint ventures and consortia.

11. EVIDENCE OF AUTHORITY

11.1 By executing this Proposal, each of the undersigned parties and persons represent and warrant that they have full authority to do so and to bind the corporation(s), joint venture(s), consortium (consortia) and partnership(s) on whose behalf they have executed this Proposal, and that the Proposal is binding and enforceable against them in accordance with its terms. If required by Health Co, the undersigned will provide evidence of good standing of the corporation(s), the joint venture or the partnership(s) which constitute the Proponent, together with evidence that the person(s) signing this Proposal on their behalf and on behalf of the Proponent is/are authorized to bind the Proponent (and also each member of any joint venture, consortium or partnership forming the Proponent) to this Proposal and to the Project Agreement contemplated by this Proposal.

IN WITNESS WHEREOF we have executed this Proposal as of the _____ day of _____, 20_____.

Proponent:

(Name)

(Street Address or Postal Box Number)

(Apply Seal if Available)

(City, Province & Postal Code)

Authorized Signatory:

Name & Title:

(Please Print or Type)

Witness:

IF THE PROPONENT IS A JOINT VENTURE:

Executed and delivered by _____
[*NAME OF JOINT VENTURE/CONSORTIUM] by its duly authorized agent, and by each of its Members:

[*NAME OF PROPONENT]

(Authorized Signatory)

(Authorized Signatory)

THE CORPORATE SEAL OF

[***MEMBER OF PROPONENT**]

(Apply Seal)

was hereunto affixed in the presence of:

(Authorized Signatory)

(Authorized Signatory)

THE CORPORATE SEAL OF

[***MEMBER OF PROPONENT**]

(Apply Seal)

was hereunto affixed in the presence of

(Authorized Signatory)

(Authorized Signatory)

NOTE: *Although corporate seals are desirable, they are not essential if not readily available. Health Co reserves the right in any event to require the Proponent to provide evidence acceptable to Health Co that the Proposal is valid, binding on and enforceable against the Proponent and, if applicable, each of its Joint Venture or Consortium Members. If Health Co calls for proof of authority to execute this Proposal, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Proposal for and on behalf of the Corporation or Partnership must be provided within a reasonable time of such request, failing which the Proposal may at Health Co's sole option and discretion be considered invalid, null and void.*