

Request for Qualifications and Solutions

Phase 1: Request For Qualifications

RFQS Number:	RFQS 2014-BISS-001
RFQS Name:	New-Build and/or Renovated Complex Residential Care Beds for Vancouver, Richmond and Coastal Communities of Care
RFQS Issued:	October 2, 2014
Receipt Confirmation Form and Confidentiality Agreement Due:	Noon Pacific Time, October 14, 2014
Information Meeting:	2:00 – 3:30 PM Pacific Time, October 15, 2014
RFQ Closing Time: RFS Closing Time	4:00 PM Pacific Time, November 27, 2014 TBD
Return Address:	Suite 905 – 601 West Broadway Vancouver, British Columbia V5Z 4C2
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1. OVERVIEW

Section 1 sets out background information relating to Vancouver Coastal Health Authority, profiles of the Vancouver, Richmond and Coastal Communities of Care and the purpose of the Request for Qualifications and Solutions.

1.1 Profile of Vancouver Coastal Health Authority

Vancouver Coastal Health Authority delivers services to more than one million British Columbia residents living in Vancouver, Vancouver's North Shore, Richmond, the Sea-to-Sky Highway, Sunshine Coast, Bella Bella, Bella Coola, the Central Coast and the surrounding areas.

VCH is served by 2,500 physicians, 22,000 staff, 5,000 volunteers, and has an annual budget of \$3.0 billion. Additional information can be found at www.vch.ca.



1.1.1 VCH Vision

We will be leaders in promoting wellness and ensuring care by focusing on quality and innovation.

1.1.2 VCH Mission

We are committed to supporting healthy lives in healthy communities with our partners, through care, education and research.

1.1.3 VCH Values

Our commitment to our patients, clients, and residents; to our people; and our partners, means that we will:

- Provide outstanding service and respond to needs in a timely and innovative manner (Service);
- Serve openly and honestly in a caring and compassionate environment of trust and respect (Integrity);
- Focus on effectiveness, efficiency, best practices, and health outcomes, holding ourselves accountable for results (Sustainability).

1.1.4 VCH Strategic Framework and Services

VCH's Strategic Framework is a guiding document for operational planning, priority setting, and identifying opportunities for strategic investment of time, people and financial resources. While many of our Communities of Care, regional programs and corporate departments have their own, complementary strategies, this Framework represents the vision, values, goals and objectives that we all have in common. A copy of VCH's Strategic Framework can be found at http://www.vch.ca/about_us/strategy/.

VCH delivers health services to more than one million people, or one quarter of BC's population. The geographic area includes twelve municipalities, four regional districts and fourteen aboriginal communities.

VCH serves many complex populations, including a sizable homeless population, many of whom demonstrate a high degree of mental health and addictions issues; and non-VCH residents requiring specialized services (i.e. tertiary/quaternary) offered by VCH, such as complex cardiac, renal and rehabilitative services. In addition, VCH services one of the most culturally and economically diverse populations in the province.

A shift in the demographics of the population of BC creates a commensurate shift in the demands on health services. It is forecast that by 2021, the BC population over the age of 65 will see a 20% increase and the current 8% of the over 65 population with dementia is expected to increase.

VCH organizes its services according to three "Communities of Care" based on health service delivery areas: Coastal (urban and rural), Vancouver and Richmond. Most VCH patient services are coordinated through cross-regional programs and councils, which enable quality, standardization and efficiency. The large majority of services are provided directly by VCH. In addition, there are a range of agreements and contracts in place with other providers to deliver health services. Support services are organized regionally within VCH or in conjunction with other Lower Mainland health authorities.

Each Community of Care provides a wide range of health services within its boundaries, including:

- Emergency and Acute Care
- Prevention and Promotion
- Public Health
- Mental Health and Addiction
- Rehabilitation
- Home Health, Home Support and Adult Day Programming
- Short and Long Term Complex Residential Care
- Assisted Living and Supported Housing
- Primary Care

1.2 Profile of VCH Communities of Care

VCH is comprised of three Communities of Care (CoC): Vancouver, Richmond and Coastal.

1.2.1 Vancouver Community of Care

Vancouver CoC provides health care services to greater than 600,000 diverse residents. Through complementary acute, primary and community health services, VCH aspires to deliver seamless care and help patients and clients resume their lives in the comfort of their own homes and within healthy communities. Offering specialized and tertiary acute services, and serving as B.C.'s referral centre for many provincial programs, VCH also treats patients from across B.C.

Housing

Designed to maximize autonomy, privacy and choice while supporting individuals recovering and managing their health conditions, VCH manages and/or contracts with service providers to provide a wide range of housing services, including:

- 11 assisted living sites (595 units)
- 3 campus of care sites (80 units)
- Housing for persons with physical disabilities (183 units)
- Mental health and addiction housing (1,461 units)
- Low barrier housing (142 units)
- 3 hospices (28 beds)

Residential Care

Providing a total of 622 beds, VCH's four owned and operated residential care facilities provide 24 hour nursing care and supervision for the elderly and, in the case of George Pearson Centre, for younger adults requiring specialized assistance due to complex physical disabilities:

- Banfield Pavilion (Vancouver General Hospital)
- Dogwood Lodge
- George Pearson Centre
- Purdy Pavilion (UBC Hospital)

VCH contracts with service providers to provide an additional 2,917 residential care beds and works with its affiliate, Providence Health Care, which operates 653 residential care beds.

1.2.2 Richmond Community of Care

In Richmond CoC, VCH provides services to approximately 190,000 Richmond residents across the entire continuum of care from acute to community to mental health and addictions to population and family health.

In Richmond CoC, VCH follows a population health approach that recognizes there are many influences on the overall health of residents, including culture, education, employment, community connections and safety, food security and housing. VCH's key community partners include the City of Richmond, Richmond RCMP, BC Ambulance Service, Richmond Board of Education, the Ministry for Children and Family Development, and others, to ensure residents receive integrated services delivered effectively.

Housing

In Richmond CoC, VCH manages and/or contracts with service providers to provide a wide range of housing services, including:

Residential Care

For adults/older adults requiring complex residential care services, 2 Owned and Operated facilities for a total of 243 beds:

- Minoru Residence
- Richmond Lions Manor-Bridgeport

And 3 contracted facilities for a total of 327 beds:

- Pinegrove Place
- Fraserview Intermediate Care Lodge
- Rosewood Manor

Richmond also funds 10 beds at Steveston Residence, for adults with disabilities requiring daily support and health care services and has contracts for residential care beds with Royal City Manor and Deltaview.

1.2.3 Coastal Community of Care

The Coastal CoC serves many diverse communities, including the North Shore (consisting of the City of North Vancouver, the District of North Vancouver and the District of West Vancouver), communities along the Sea to Sky corridor, communities on the Sunshine Coast, Powell River and neighbouring communities, and the Central Coast including Bella Coola and Bella Bella. The population of Coastal CoC is over 250,000, of which about 167,000 reside on the North Shore (North and West Vancouver).

Coastal CoC provides primary, secondary and tertiary services across the continuum via six hospitals, two diagnostic treatment centers, 13 residential care sites, seven assisted living sites, one hospice and eight community health centers.

Housing

- 3 Assisted Living Sites (90 units)
- 1 Hospice (10 beds)

- Mental Health and Addiction Housing
- Family Care Homes
- Supported Apartments

Residential Care

- 3 Owned and Operated Facilities – Evergreen House, Kiwanis Care Centre and Cedarview Lodge (569 beds)
- 4 Contracted Facilities – West Van Care Centre, Inglewood Care Centre, Lynn Valley Care Centre and Capilano Care Centre (658 beds)

1.3 Purpose of the Request for Qualifications and Solutions

VCH issues the Request for Qualifications and Solutions for the purpose of engaging one or more Service Provider(s) to:

- provide one or more Facilities in each of Vancouver CoC, Richmond CoC and Coastal CoC (North Shore), whether through new construction or by renovating existing building(s); and
- deliver Residential Care Services to VCH clients at each such Facility.

VCH intends to procure a total of approximately 753 beds under the RFQS, which beds may be allocated among Vancouver CoC, Richmond CoC and Coastal CoC (North Shore) as follows:

Vancouver CoC: approximately 465 beds
 Richmond CoC: approximately 142 beds
 Coastal CoC: approximately 146 beds

The total number of estimated beds set out above for each CoC may be located within the same Facility or among multiple Facilities within that CoC (e.g. the 465 beds in Vancouver CoC may be located all within one Facility or divided between three Facilities).

Based upon VCH operational economics/budget and the cost of beds sought under this RFQS, VCH may procure fewer or more beds than the approximate numbers set out above, which are provided as an estimated guide only. All beds must be part of a Facility that is either newly constructed or newly renovated in accordance with the RFQS.

Note: The Facility/ies for Coastal CoC must be located within the geographical boundaries of Vancouver’s North Shore.

1.4 Purpose of Phase 1: Request for Qualifications

In this Phase 1 of the RFQS (Request for Qualifications), VCH invites Respondents to submit Responses for the:

- (a) provision of one or more Facilities in each of Vancouver CoC, Richmond CoC and Coastal CoC (North Shore), whether by new construction or by renovating existing building(s); and
- (b) delivery of Residential Care Services at such Facility/ies.

Based on the Responses, VCH intends to select, in accordance with the terms of this RFQ, a shortlist of Preferred Respondent(s) to be invited to participate in Phase 2 of the RFQS (Request for Solutions).

1.5 Purpose of Phase 2: Request for Solutions

In Phase 2, VCH intends to issue an RFS to Preferred Respondent(s) and invite the Preferred Respondent(s) to participate in collaborative workshops relating to the RFS, the Project Development Agreement and the Services Agreement (the “**Joint Solution Workshops**”).

Following the Joint Solution Workshops, VCH intends to invite all of the Preferred Respondent(s) to submit Solution Proposals in reply to the RFS. The requirements and form of the Solution Proposals will be described in the RFS.

Ultimately, the objective of Phase 2 is to select one or more Preferred Proponent(s) who may be offered the opportunity to negotiate and enter into a Project Development Agreement and a Services Agreement for one or more Facilities in one or more CoCs.

1.6 Options for Respondents and Proponents

Respondents may submit Responses in this Phase 1, and Proponents may submit Solution Proposals in Phase 2, for any one or more of the following:

- (a) the provision of one or more Facilities and the delivery of Residential Care Services at such Facility or Facilities located in Vancouver CoC;
- (b) the provision of one or more Facilities and the delivery of Residential Care Services at such Facility or Facilities located in Richmond CoC; and
- (c) the provision of one or more Facilities and the delivery of Residential Care Services at such Facility or Facilities located in Coastal CoC (North Shore).

For clarity, Respondents may submit Responses in this Phase 1, and Proponents may submit Solution Proposals in Phase 2, for one or more Facilities and/or for one or more CoC (e.g. Respondent X may submit Responses for two Facilities in Vancouver CoC and two Facilities in Coastal CoC; and Respondent Y may submit Responses for one Facility in each CoC).

Without limiting anything in the RFQS, as a result of the RFQS process, VCH may select one or more Service Providers to construct/renovate and operate one or more Facilities in one or more CoCs.

Respondents and Proponents are advised:

- (a) a separate Response must be submitted for each Facility in Phase 1; and
- (b) a separate Solution Proposal must be submitted for each Facility in Phase 2.

For clarity, in Phase 2, Proponents may only submit Solution Proposals for the same Facilities that they submitted Responses for in Phase 1.

1.7 Form of Agreements

VCH anticipates that it may enter into separate Project Development Agreements for each of the Facilities. VCH further anticipates that it may enter into separate Services Agreements for each of the Facilities, or one Services Agreement for multiple Facilities, whether they are in one CoC or in multiple CoCs.

It is intended that the Project Development Agreements and the Services Agreements will be substantially based on the illustrative forms of agreement attached as Appendix G1 and Appendix G2, respectively, all as may be further negotiated and agreed to by VCH and the Service Provider(s).

The forms of agreement attached as Appendix G1 and Appendix G2 may not be complete or comprehensive and are provided as illustrative examples only of the Project Development Agreement and the Services Agreement, respectively, to indicate the type of agreements that VCH intends to enter into with the Service Provider(s). VCH is not obligated or bound to use the forms of agreement attached as Appendix G1 and Appendix G2 as the final execution forms of the Project Development Agreement(s) and the Services Agreement(s).

The final execution forms of the Project Development Agreement(s) and the Services Agreement(s) may vary, depending upon the nature of the Responses and the Solution Proposals, as well as the negotiations between VCH and the Service Providers. VCH reserves the right to negotiate, amend, modify and/or delete any of the terms and conditions in the final execution forms of the Project Development Agreement(s) and/or the Services Agreement(s) and/or add new terms and conditions thereto.

2. INTERPRETATION & INDUSTRY MEANINGS

2.1 Definitions and Acronyms

Capitalized words and acronyms used in both Phase 1 and Phase 2 of the RFQS have the meanings set out in Appendix A.

2.2 Interpretation

In both Phase 1 and Phase 2 of the RFQS, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words in the singular include the plural and vice versa;
- (c) a reference to “includes” or “including” means “includes, without limitation” or “including, without limitation”, respectively;
- (d) a reference to “person” means an individual, partnership, consortium, corporation, society, joint venture or other entity or a government or any agency, department or instrumentality thereof; and
- (e) a reference to a determination to be made by VCH, or the right of VCH to take or not take a particular action or to make or not make a particular decision or determination means that VCH will be entitled to take such an action or to make such a decision or determination, in its sole, absolute and unfettered discretion.

2.3 Industry Meanings

Words and phrases used in the RFQS that are not expressly defined in the RFQS and that have acquired special meanings as generally known in the British Columbia healthcare and residential care services industry, will be given such special meanings.

3. SUBMISSION OF RESPONSES & SOLUTION PROPOSALS & PROCEDURAL MATTERS

Section 3 sets out procedural matters that apply to both the submission of a Response in reply to this RFQ and the submission of a Solution Proposal in reply to the RFS.

3.1 Receipt Confirmation Form and Confidentiality Agreement

Respondents should complete the Receipt Confirmation Form at Appendix D and the Confidentiality Agreement at Appendix B and email them to the Contact Person at RFP@vch.ca or fax them to the Contact Person at (604) 875-5673 by noon on October 14, 2014, in order to be registered to receive any subsequent information regarding the RFQS, including any addendum to the RFQS. The Receipt Confirmation Form and Confidentiality Agreement should be signed by a person who is authorized to sign on behalf of the Respondent. Respondents that have not submitted a Receipt Confirmation Form and Confidentiality Agreement to VCH, or that submit these documents after the above deadline will still be entitled to submit a Response.

3.2 Information Meeting

VCH recommends that all Respondents attend an Information Meeting, scheduled for 2:00 – 3:30 PM Pacific Time on Wednesday, October 15, 2014 at the Paetzold Auditorium at Vancouver General Hospital, 890 West 12th Avenue, Vancouver, BC. At the Information Meeting, VCH will outline the key requirements in the RFQS and answer any general questions a Respondent may have in relation to the RFQS. VCH will not provide minutes of the Information Meeting. Respondents may not rely upon information provided at the Information Meeting. Respondents may submit inquiries in writing to the Contact Person and may rely upon written responses provided by the Contact Person.

Respondents should submit a signed Receipt Confirmation Form and Confidentiality Agreement prior to attending the Information Meeting.

While attendance at the Information Meeting is at the discretion of a Respondent, a Respondent that does not attend the Information Meeting will be deemed to have received all the information that was made available at the Information Meeting.

3.3 Closing Time and Location

Responses must be submitted by **4:00 PM PACIFIC TIME** on November 27, 2014 (the “**RFQ Closing Time**”) to the following address:

BY COURIER OR HAND DELIVERY

Suite 905 – 601 West Broadway
Vancouver, British Columbia V5Z 4C2

ATTENTION: *Business Initiatives & Support Services*

REF: RFQS 2014-BISS-001

The closing time for receipt of Solution Proposals submitted in response to the RFS (the “**RFS Closing Time**”), will be communicated by VCH to the Preferred Respondents at the time of issuance of the RFS. Solution Proposals are to be delivered to the address set out in this Section 3.3.

IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENTS IN PHASE 1 AND THE PROPONENTS IN PHASE 2 TO ENSURE THAT THEIR RESPONSES AND SOLUTION PROPOSALS, RESPECTIVELY, ARE RECEIVED AT THE ADDRESS SET OUT ABOVE BY THE RFQ CLOSING TIME AND RFS CLOSING TIME, RESPECTIVELY.

The RFQ Closing Time and the RFS Closing Time will be determined by the computer server serving VCH at the above location.

3.4 Response and Solution Proposal Submissions

Respondents in Phase 1 and Proponents in Phase 2 should submit one original paper copy and one electronic copy (on a USB memory stick) of their Responses and Solution Proposals, respectively.

Responses and Solution Proposals should be hand-delivered or couriered in sealed envelopes or packages clearly marked on the outside with the name and address of the Respondent or Proponent, as applicable, and the RFQS #.

VCH will stamp each Response and Solution Proposal with the date and time received. Responses and Solution Proposals will be opened in private by VCH after the RFQ Closing Time and the RFS Closing Time, respectively.

3.5 Electronic Copies

Respondents and Proponents should submit one electronic copy of their Responses and Solution Proposals, respectively, and all electronically available material referred to in the Responses and Solution Proposals, respectively, on a USB memory stick. Respondents and Proponents may use other software applications to create the items, but are asked to save and submit the files using the following extensions:

Spreadsheet - Microsoft Excel 2007 or 2010 format, with the .XLS extension; and

Word-processing package - Microsoft Word 2007 or 2010 format, with the .DOC or .DOCX extension, or PDF.

Where VCH provides templates in the RFQS and requires that the templates be completed, Respondents and Proponents should not alter or delete existing data from the template, except where expressly permitted to do so by VCH.

In the event of a discrepancy between the original paper copy of the Response or Solution Proposal and the electronic copy of the Response or Solution Proposal, respectively, the original paper copy will prevail.

3.6 Faxes and E-mails

Facsimile or e-mail transmissions of Responses and Solution Proposals, or facsimile or e-mail transmissions of amendments to Responses and Solution Proposals, will not be accepted.

3.7 Late Responses and Solution Proposals

Responses and Solution Proposals received after the RFQ Closing Time and the RFS Closing Time, respectively, will not be accepted and will not be considered. Late Responses and Solution Proposals will be returned unopened to Respondents and Proponents, respectively.

3.8 Amendments to Responses and Solution Proposals

Responses and Solution Proposals may be amended, but any amendment to a Response or a Solution Proposal, including the withdrawal of a previously submitted Response or Solution Proposal, must be made in writing and hand delivered or couriered to the address set out in Section 3.3 before the RFQ Closing Time or the RFS Closing Time, respectively.

3.9 Withdrawal of Responses and Solution Proposals

Respondents and Proponents may withdraw their Responses or Solution Proposals, respectively, by submitting a written notice of withdrawal to the Contact Person. Respondents and Proponents must submit a written withdrawal notice by hand delivery or courier to the Contact Person at the address specified in Section 3.3. VCH will not return Responses or Solution Proposals withdrawn after the RFQ Closing Time or RFS Closing Time, respectively.

3.10 Inquiries

Respondents and Proponents should direct all inquiries and discussion on any issue relating to the RFQS, by email to the following individual ("**Contact Person**") at the following email address:

Doris Neufeld

E-mail: RFP@vch.ca

The Contact Person will record all inquiries. Respondents and Proponents are encouraged to inquire about any aspect of the RFQS, the Residential Care Services and information or data provided by VCH, in order to provide a better, more specific Response or Solution Proposal, respectively.

VCH will respond to any inquiries received and will post on the BC Bid Website an inquiry (or part of an inquiry) and VCH's response to that inquiry, if VCH determines that such publication is necessary to maintain fairness and/or the integrity of the procurement process. Respondents and Proponents may request that any filing or inquiry submitted to the Contact Person, be treated as confidential. If VCH determines that the filing or inquiry is not in its sole opinion confidential, the respective Respondent or Proponent will be so advised by the Contact Person and the Respondent or Proponent will have the opportunity to withdraw any filing or inquiry prior to it being made public or else the Respondent or Proponent may choose to revise its filing or inquiry to exclude anything that it considers confidential.

Information relating to the RFQS obtained from any person or source other than the BC Bid Website or in writing from the Contact Person is not official and may not be relied upon by the Respondents or the Proponents. Oral conversations will not affect or modify the terms of the RFQS and may not be relied upon by any Respondent or Proponent.

VCH may, in its discretion choose not to respond to inquiries with respect to the RFQ that are received after 12:00 PM Pacific Time November 18, 2014. A cut-off date for inquiries with respect to the RFS will be issued by VCH at a later date.

3.11 Discrepancies, Omissions and Questions

Respondents and Proponents finding discrepancies, omissions, ambiguities, or conflicts in either this RFQ or the RFS, or having doubts as to the meaning or intent of any provision, should immediately notify the Contact Person. VCH will review such notifications and, if VCH determines that an amendment is required to either this RFQ or the RFS, VCH will issue an addendum on the BC Bid Website in accordance with Section 3.12.

It is the sole responsibility of the Respondents and Proponents to check for amendments and additional information on the BC Bid Website.

3.12 Addenda

If VCH determines that an amendment is required to the RFQS, VCH will issue a written addendum. Each addendum will be incorporated into and become part of the RFQS. No amendment of any kind to the RFQS is effective unless it is contained in a written addendum issued by VCH on the BC Bid Website.

4. RFQS EVALUATION PROCESS AND EVALUATION CRITERIA

Section 4 sets out the evaluation process that VCH intends to use to evaluate the Responses and the Solution Proposals. Additional information relating to the evaluation of the Solution Proposals will be set out in the RFS.

4.1 RFQ Evaluation Committee and RFS Evaluation Committee

The evaluation of Responses will be carried out by the RFQ Evaluation Committee and the evaluation of Solution Proposals will be carried out by the RFS Evaluation Committee. The RFQ Evaluation Committee and the RFS Evaluation Committee may appoint one or more subcommittees to carry out preliminary reviews of all or parts of the Responses or Solution Proposals, respectively, and to make preliminary recommendations to the RFQ Evaluation Committee and the RFS Evaluation Committee, respectively. The RFQ Evaluation Committee and the RFS Evaluation Committee may take into account any recommendations of such subcommittees when evaluating the Responses and Solution Proposals, respectively. The Evaluation Committees may consult with others as the Evaluation Committees may in their discretion see fit, including relevant staff members of VCH, FHA, PHSA and/or third party consultants, including the Fairness Monitor.

4.2 Fairness Monitor

An independent Fairness Monitor has been engaged by VCH with respect to the RFQS. The Fairness Monitor is an independent observer of the development and implementation of the evaluation processes from a fairness perspective. The Fairness Monitor will in her discretion be present at the Closing Time for receipt of Responses and Solution Proposals, will have free access to all documents and evaluation locations, will be invited to attend all meetings of the Evaluation Committees and any subcommittees, and will review such documents and attend such meetings as she considers necessary. The Fairness Advisor will report to VCH as to the fairness of the RFQS process.

4.3 Separate Evaluation of Responses and Solution Proposals

In this Phase 1, the same evaluation process, Mandatory Criteria for Responses and Desirable Criteria for Responses will be used to evaluate the Vancouver Responses, Richmond Responses and Coastal Responses. However, the RFQ Evaluation Committee will evaluate Vancouver Responses, Richmond Responses and Coastal Responses separately, such that:

- (a) Vancouver Responses will be evaluated against other Vancouver Responses;
- (b) Richmond Responses will be evaluated against other Richmond Responses; and
- (c) Coastal Responses will be evaluated against other Coastal Responses.

For clarity, Vancouver Responses will not be evaluated against Richmond Responses or Coastal Responses; Richmond Responses will not be evaluated against Vancouver Responses and Coastal Responses; and Coastal Responses will not be evaluated against Vancouver Responses and Richmond Responses.

Notwithstanding the foregoing, the RFQ Evaluation Committee may apply the Desirable Criteria for Responses submitted for the **same CoC** on a comparative basis and evaluate such Responses by comparing one Respondent's Response to another Respondent's Response (e.g. all the Coastal Responses will be evaluated against each other on a comparative basis).

The RFQ Evaluation Committee may also consider, as part of the Evaluation Criteria for Responses, the direct and indirect costs and any non-monetary impacts of any Responses on VCH for the purpose of achieving the greatest value to VCH, as may be determined by the RFQ Evaluation Committee, in its sole discretion.

In Phase 2, the same evaluation process, Mandatory Criteria for Solution Proposals and Desirable Criteria for Solution Proposals will be used to evaluate the Vancouver Solution Proposals, Richmond Solution Proposals and Coastal Solution Proposals. However, the RFS Evaluation Committee will evaluate Vancouver Solution Proposals, Richmond Solution Proposals and Coastal Solution Proposals separately, such that:

- (a) Vancouver Solution Proposals will be evaluated against other Vancouver Solution Proposals;
- (b) Richmond Solution Proposals will be evaluated against other Richmond Solution Proposals; and
- (c) Coastal Solution Proposals will be evaluated against other Coastal Solution Proposals.

For clarity, Vancouver Solution Proposals will not be evaluated against Richmond Solution Proposals or Coastal Solution Proposals; Richmond Solution Proposals will not be evaluated against Vancouver Solution Proposals and Coastal Solution Proposals; and Coastal Solution Proposals will not be evaluated against Vancouver Solution Proposals and Richmond Solution Proposals.

Notwithstanding the foregoing, the RFS Evaluation Committee may apply the Desirable Criteria for Solution Proposals submitted for the **same CoC** on a comparative basis and evaluate such Solution Proposals by comparing one Proponent's Solution Proposal to another Proponent's Solution Proposal (e.g. all the Coastal Solution Proposals will be evaluated against each other on a comparative basis).

The RFS Evaluation Committee may also consider, as part of the Evaluation Criteria for Solution Proposals, the direct and indirect costs and any non-monetary impacts of any Solution Proposals on VCH for the purpose of achieving the greatest value to VCH, as may be determined by the RFS Evaluation Committee, in its sole discretion.

The evaluations by the RFQ Evaluation Committee, RFS Evaluation Committee and VCH shall remain confidential and none of the RFQ Evaluation Committee, the RFS Evaluation Committee and VCH are obligated to disclose any evaluation of a Response or a Solution Proposal to any Respondent or Proponent, except to the limited extent provided in accordance with Section 4.13 of this RFQ, or to any third party under Applicable Laws.

4.4 Evaluation Criteria for Responses (Phase 1)

4.4.1 Mandatory Criteria for Responses

The RFQ Evaluation Committee will evaluate the Responses against the following Mandatory Criteria for Responses.

Responses that do not clearly and strictly meet (pass) all of the following Mandatory Criteria for Responses set out in Table 1, will be excluded from further consideration or evaluation. Respondents should note that references will be qualitatively evaluated and VCH reserves the right to reject a Response if, in its sole opinion, such reference/s is/are unsatisfactory.

Table 1

MANDATORY CRITERIA FOR RESPONSES
The Response is in English.
The Response is received by the Contact Person by the RFQ Closing Time.
The Response has not been submitted to the Contact Person by fax or email.
An architect's signed statement is included in the Response, confirming that the land to be developed or building to be renovated can accommodate the Respondent's proposed number of beds.
The land to be developed or the building to be renovated, are not in an Agricultural Land Reserve and (with the exception of such land or building located entirely within the Richmond municipal geographic boundary) are not within a known flood plain.
The land to be developed or the building to be renovated lies entirely within the municipal geographic boundary of the CoC for which it is proposed. In the case of Coastal CoC, this must be within the North Shore geographic boundary.
The Respondent has provided an officer's certificate certifying that the Respondent has read and agrees that the new or renovated Facility will comply with the Design Guidelines and all Applicable Laws relating to the construction, renovation or operation of a Facility in any of the CoCs.

4.4.2 Desirable Criteria for Responses

Only those Responses that clearly and strictly meet (pass) all Mandatory Criteria for Responses will be further evaluated against the following Desirable Criteria for Responses with associated weightings set out in Table 2.

Table 2

DESIRABLE CRITERIA FOR RESPONSES	
CRITERIA	WEIGHTING
Experience Providing Residential Care Services	30
Project Development Team Strength, Project Strength, Land & Facility	20
Corporate/Financial Strength	20
Alignment of Respondent Service Model with VCH and Client Service Needs	30
TOTAL	100

Following such evaluation against the above Desirable Criteria for Responses, within each CoC, the Response with the highest evaluation score will be ranked first and the remaining Responses will be ranked below accordingly.

The RFQ Evaluation Committee will then submit a recommendation to VCH for the selection of Preferred Respondent(s) to be invited to participate in Phase 2. For clarity, the RFQ Evaluation Committee may recommend that none or any number of Preferred Respondent(s) be invited to participate in Phase 2.

4.5 Joint Solution Workshops

In Phase 2, VCH intends to issue an RFS to Preferred Respondent(s) and invite the Preferred Respondent(s) to participate in Joint Solution Workshops.

VCH anticipates that:

- (a) each Joint Solution Workshop will be a maximum of two hours;
- (b) VCH will offer one Joint Solution Workshop per Response (i.e., a Preferred Respondent who has submitted multiple Responses will be invited to participate in a separate Joint Solution Workshop for each Response that has resulted in it being selected as a Preferred Respondent, and in such case, VCH will endeavour to schedule all the Joint Solution Workshops consecutively);
- (c) the Joint Solution Workshops will involve an open dialogue between VCH and each of the Preferred Respondent(s) relating to the ideas, innovations and methodologies that the Preferred Respondent(s) intend to use in their respective Solution Proposals;
- (d) the Joint Solution Workshops will assist the Preferred Respondent(s) develop their Solution Proposals, by offering clarity and encouraging innovation and customized services solutions that fully meet or exceed VCH's services needs;
- (e) during the Joint Solution Workshops, each Preferred Respondent will have an opportunity to pose clarification questions, seek further information and test assumptions that it may intend to include in its Solution Proposal;
- (f) any topics, discussions and questions during the Joint Solution Workshops will not be evaluated by the RFS Evaluation Committee;
- (g) as the structure, content and outcomes of each Joint Solution Workshop will be largely determined by the Preferred Respondent, it is unlikely there will be consistency between all of the Joint Solution Workshops; and

- (h) the questions and answers discussed during a Joint Solution Workshop will not be disclosed by VCH to other Preferred Respondents, unless such information is necessary to maintain fairness or the integrity of the procurement process.

Following the Joint Solution Workshops, Preferred Respondent(s) will submit Solution Proposals in reply to the RFS. The requirements and form of the Solution Proposals will be described in the RFS.

4.6 Evaluation Criteria for Solution Proposals (Phase 2)

4.6.1 Mandatory Criteria for Solution Proposals

The RFS Evaluation Committee will evaluate the Solution Proposals against the Mandatory Criteria for Solution Proposals.

Solution Proposals that do not clearly and strictly meet (pass) all the Mandatory Criteria for Solution Proposals will be excluded from further consideration or evaluation in Phase 2. The Mandatory Criteria for Solution Proposals will be set out in the RFS.

Preferred Respondents should note that references will be qualitatively evaluated and VCH reserves the right to reject a Solution Proposal if, in its sole opinion, such reference/s is/are unsatisfactory.

4.6.2 Desirable Criteria for Solution Proposals

Only those Solution Proposals that clearly and strictly meet (pass) all Mandatory Criteria for Solution Proposals will be further evaluated against the following Desirable Criteria for Solution Proposals and associated weightings. The Desirable Criteria for Solution Proposals will be set out in the RFS.

It is intended that following the evaluation of the Desirable Criteria for Solution Proposals, within each CoC, the Solution Proposal with the highest evaluation score will be ranked first and the remaining Solution Proposals will be ranked below accordingly.

It is intended that the RFS Evaluation Committee will then submit a recommendation to VCH for the selection of Preferred Proponent(s) with whom to commence negotiations for the Project Development Agreement(s) and the Services Agreement(s). For clarity, the RFS Evaluation Committee may recommend that none or any number of Preferred Proponent(s) be invited to commence negotiations for the Project Development Agreement(s) and the Services Agreement(s).

4.7 Additional Information

The RFQ Evaluation Committee and the RFS Evaluation Committee may, in their respective discretion, request clarification or additional information from a Respondent or a Proponent,

respectively, with respect to a Response or a Solution Proposal, and the RFQ Evaluation Committee and the RFS Evaluation Committee may choose to make such requests to only selected Respondents or Proponents, respectively. The RFQ Evaluation Committee and the RFS Evaluation Committee may consider such clarification and/or additional information in evaluating Responses and the Solution Proposals, respectively.

4.8 Site Visits of Customer References

At any time during Phase 1 and/or Phase 2, VCH or its representatives may conduct site visits to one or more of the customer references provided by a Respondent or a Proponent, or to other sites not listed in a Response or a Solution Proposal. VCH will work with the Respondent or the Proponent, as applicable, to arrange such site visits. Respondents and Proponents shall be responsible for arranging tours at customer sites. The number of tours and site visits will be determined by VCH in its discretion. The RFQ Evaluation Committee and the RFS Evaluation Committee may consider the site visits in evaluating the Responses and the Solution Proposals, respectively.

4.9 Interviews

The RFQ Evaluation Committee and the RFS Evaluation Committee may, at their respective discretion, invite some or all of the Proponents to appear before the RFQ Evaluation Committee and the RFS Evaluation Committee, to provide clarification and/or additional information of their Responses and Solution Proposals, respectively. In such event, the RFQ Evaluation Committee and the RFS Evaluation Committee may consider the answers received in evaluating Responses and Solution Proposals, respectively.

4.10 Reference and Other Checks

By submitting a Response, each Respondent authorizes VCH to undertake reference, credit, corporate and/or other checks of the Respondent (and if the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other similar entity) and without any further authorization or consent from the Respondent or any member of a Respondent that is a partnership, joint venture, consortium or other similar entity:

- (a) at any time during Phase 1 for the purpose of evaluating the Response and confirming any information submitted by the Respondent in Phase 1;
- (b) if the Respondent is invited as a Preferred Respondent to participate in Phase 2, at any time during Phase 2 for the purpose of evaluating the Solution Proposal and confirming any information submitted by such Preferred Respondent (which shall include, for clarity, any information submitted by such Preferred Respondent in Phase 1 and Phase 2); and

- (c) any time during the RFQS until VCH has entered into a Project Development Agreement/s and Services Agreement/s with the Proponent for any or all of Vancouver, Richmond and Coastal CoCs.

VCH reserves the right to contact references other than those provided by the Respondent or the Proponent. In Phase 1, VCH will limit its reference checks only to those Respondents that are shortlisted as potential Preferred Respondents. The RFQ Evaluation Committee and the RFS Evaluation Committee will qualitatively evaluate the references and VCH reserves the right to reject a Response or Solution Proposal if in its sole opinion, such reference/s is/are unsatisfactory.

4.11 Negotiation and Signing of Agreements in Phase 2

Following the evaluation of the Solution Proposals and the recommendation of the RFS Evaluation Committee, and subject to satisfactory reference checks on the Preferred Proponent(s), VCH may select none or any number of Preferred Proponents to enter into negotiations for a Project Development Agreement and a Services Agreement. Negotiations may occur concurrently with more than one Preferred Proponent or consecutively as VCH may determine, as follows:

- (a) The terms and conditions of the proposed form of the Project Development Agreement and the Services Agreement are set out in Appendix G1 and G2 respectively, subject to modification and amendment during the negotiation phase. VCH may negotiate modifications or variations to the Preferred Proponent's Solution Proposal (including pricing) and to the Construction Work, Residential Care Services, specifications and contract terms. The award of a Project Development Agreement and a Services Agreement is in all cases conditional on the Preferred Proponent executing a Project Development Agreement and a Services Agreement with terms and conditions acceptable to VCH.
- (b) Whether they are conducted on a concurrent or consecutive basis, if negotiations with any Preferred Proponent do not progress to the satisfaction of VCH, or do not result in an outcome VCH chooses to accept within such time period as established by VCH prior to the negotiations, VCH may at any time after the expiry of such time period suspend further negotiations with that Preferred Proponent by written notice to the Preferred Proponent. VCH may thereafter commence negotiations with the next highest ranked Proponent for a Project Development Agreement or Services Agreement, in accordance with the foregoing process. The foregoing process may be undertaken and/or repeated until Project Development Agreements and Service Agreements are signed by VCH or until negotiations have been terminated by VCH.
- (c) Without limiting anything herein, at any time during the negotiations, VCH shall have the right to cancel the RFQS pursuant to Section 6.9.

Without limiting the generality of the foregoing, negotiations contemplated under this section 4.11 may, in the discretion of VCH, extend to any matter whatsoever, including changes and additions to, and removals of, any one or more aspects or parts of the scope, venue, duration, timing or pricing of the Residential Care Services or the Construction Work.

4.12 Condition of Agreement

Execution of any Project Development Agreement and any Services Agreement by VCH is in all cases subject to approval by the appropriate contracting authority of VCH, and is conditional upon VCH satisfactorily completing any existing contractual obligations owed to any third parties for some or all of the Residential Care Services referred to in the RFQS.

4.13 Debriefing

At the conclusion of the RFQS process and following the execution of the Project Development Agreements and the Services Agreements, any Respondent or Proponent may request that VCH provide a debriefing at which VCH will generally explain the strengths and weaknesses of the Respondent’s Response or the Proponent’s Solution Proposal, respectively. If a Respondent or Proponent requests a debriefing:

- (a) the debriefing will be between VCH and the Respondent or Proponent requesting the debriefing;
- (b) the debriefing will not include disclosure of specific scores for or ranking of the Response or Solution Proposal or details of any other Response or Solution Proposal; and
- (c) the terms of the RFQS will apply to the debriefing including, for the avoidance of doubt, the requirement that the Respondent or Proponent treat all information received at a debriefing as confidential, in accordance with the Confidentiality Agreement.

4.14 Timelines

The RFQS process is anticipated to follow the timelines set out in Table 3 below. These dates and times are subject to change and are offered as a guide only.

Table 3

Subject	Date
Posting of Phase 1: Request for Qualifications	October 2, 2014
Submission of Receipt Confirmation & Confidentiality Agreement	October 14, 2014 (noon)
Information Meeting	October 15, 2014 (2-3:30 pm)
Closing Date for Respondent Questions	November 18, 2014 (noon)
RFQ Closing Time	November 27, 2014 (4 pm)

RFQ Evaluation Completed	January 20, 2015
RFS issued to Preferred Respondents	January 22, 2015
Joint Solution Workshops for each Preferred Respondent	January 28 – February 11, 2015
RFS Closing Time	March 19, 2015 (4 pm)
Negotiations Commence with Preferred Proponents	April 22, 2015

5. RESPONSE DETAILS

Section 5 sets out information relating to the submission of Responses in reply to the RFQ. Information relating to the submission of Solution Proposals will be set out in the RFS.

5.1 General

Responses should demonstrate to the satisfaction of VCH that Respondents fully understand and appreciate the nature and scope of the Construction Work and the Residential Care Services and have the qualifications and experience to carry out the Construction Work and to provide the Residential Care Services. Consistent with VCH's goal of seeking out innovative and creative solutions, Responses should challenge current business practices and identify creative best practices, which will benefit both VCH and the Respondent.

5.2 Response Contents

In order to assist Respondents, a response checklist is included in Appendix F. The checklist sets out the documents that are required in a complete Response (including those documents that are required to be completed and returned before the RFQ Closing Time).

5.3 No Pricing

In Phase 1, Respondents are NOT asked to provide pricing in their Responses. Only Preferred Respondents who are invited to participate in Phase 2 will be required to submit pricing in their Solution Proposals.

5.4 Response Requirements Summary

Responses should be submitted in accordance with the instructions set out in the excel spreadsheets in Appendix F. Detailed instructions regarding the format in which responses are to be submitted are set out within the spreadsheets.

6. RFQS TERMS AND CONDITIONS

Section 6 sets out terms and conditions that apply to both Phase 1 and Phase 2 of the RFQS.

6.1 Conflict of Interest

A “**Conflict of Interest**” arises in any situation where a Respondent or a Proponent has commitments, personal or business relationships or financial interests that do, or have potential to:

- (a) exercise an improper influence over the objective, unbiased and impartial exercise of VCH’s independent judgment;
- (b) compromise, impair or be incompatible with the effective performance of the obligations such person will assume under the Project Development Agreement(s) or the Services Agreement(s); or
- (c) give the Respondent or Proponent access to information relating to VCH that is not available to other Respondents or Proponents.

Respondents should disclose in their Responses, using the Conflict of Interest Form attached in Appendix C, any financial transactions, activities or personal or business relationships that may be viewed as an actual, potential or perceived Conflict of Interest.

Without limitation to Section 6.1, VCH retains the discretion to reject at any time during Phase 1 and Phase 2:

- (a) any Response or Solution Proposal from a Respondent or Proponent, respectively, whose current or past corporate or other interests may, in the opinion of VCH, give rise to a Conflict of Interest in connection with the RFQ, the RFS or the RFQS; the Construction Work; the Residential Care Services; the Project Development Agreement or the Services Agreement; or
- (b) any Response or Solution Proposal from a Respondent or Proponent, respectively, who proposes to subcontract or partner with any firm or individual whose current or past corporate or other interests may, in the opinion of VCH, give rise to a Conflict of Interest in connection with the RFQ, the RFQS or the RFQS; the Construction Work; the Residential Care Services; the Project Development Agreement or the Services Agreement.

VCH may elect to consider a Response or a Solution Proposal despite any actual, potential or perceived Conflict of Interest; negotiate with a Proponent in Phase 2 despite any actual, potential or perceived Conflict of Interest, and/or require such Respondent or Proponent to demonstrate how the Respondent or Proponent proposes to mitigate, minimize or eliminate such actual, potential or perceived Conflict of Interest.

Proponents will be required in Phase 2 to disclose any changes to their response to this Section 6.1.

6.2 Use or Inclusion of Restricted Parties

VCH may, in its sole and absolute discretion, disqualify a Respondent in Phase 1 or a Proponent in Phase 2, or may permit a Respondent in Phase 1 or a Proponent in Phase 2 to continue to participate in the RFQS and impose such conditions as VCH may consider to be in the public interest or otherwise required by VCH, if the Respondent or Proponent (as applicable) is a Restricted Party, or if the Respondent or Proponent (as applicable) uses a Restricted Party:

- (a) to advise or otherwise assist the Respondent or the Proponent with its respective participation in the RFQS; and/or
- (b) as member of the Respondent or Proponent (if the Respondent or Proponent is a partnership, joint venture, consortium or other similar entity) or as an employee, advisor or consultant to the Respondent or the Proponent or member of the Respondent or Proponent (if the Respondent or Proponent is a partnership, joint venture, consortium or other similar entity).

Each Respondent and Proponent is responsible, and bears the onus, to ensure that neither the Respondent nor the Proponent uses or seeks advice or assistance from any Restricted Party.

In this Phase 1, and without limiting the definition of Restricted Parties, VCH has identified the following persons, firms or organizations as Restricted Parties:

- (a) Miller Thompson LLP;
- (b) Clark Wilson LLP; and
- (c) VCH and FHA, including their former and current employees who fall within the definition of Restricted Party.

The foregoing is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added or deleted from the list during any phase of the RFQS through an addendum.

6.3 Subcontracting and Assignment

No subcontracting or assignment of the Construction Work or the Residential Care Services is permitted without the prior written consent of VCH, in its sole discretion. If a subcontracting arrangement is contemplated by a Respondent or a Proponent, the Respondent or Proponent should identify all proposed subcontractors, including the name, contact person, phone number, fax number, e-mail address, the type of work/service the subcontractor will be

providing, and (if applicable) the context and length of time of the Respondent's or Proponent's existing or previous relationships(s) with the subcontractor.

6.4 Notification of Changes in Respondent or Proponent

At any time during the RFQS process, Respondents and Proponents should notify the Contact Person in writing of any addition, deletion, or other change in the Respondents and Proponents, respectively, including changes in key personnel positions, and any change of effective control, within five (5) working days of such change, providing full details of the change. VCH may require further information in relation to the change. VCH may elect to disqualify a Respondent or a Proponent if, in its opinion, the change has or may affect the qualification of the Respondent to participate in Phase 2 or the ability of the Proponent to carry out the Construction Work or provide the Residential Care Services. VCH may elect to accept a Response or a Solution Proposal despite any such change, or any such failure to notify VCH.

6.5 Material Adverse Change

At any time during the RFQS process, Respondents and Proponents should immediately notify the Contact Person in writing of the details of any material adverse change in any information previously submitted by the Respondents and Proponents, respectively. The RFQ Evaluation Committee and the RFS Evaluation Committee may consider such information in evaluating the Responses and the Solution Proposals, respectively.

A material adverse change may, under the Evaluation Criteria for Responses or the Evaluation Criteria for Solution Proposals, as applicable, change the ranking of the Respondents or the Proponents, respectively.

If a material adverse change results in a Response no longer satisfying the Mandatory Evaluation Criteria for Responses or in a Solution Proposal no longer satisfying the Mandatory Criteria for Solution Proposals, such Response or Solution Proposal shall be rejected.

If a material adverse change results in ranking a Proponent such that it would not have been selected to enter into Phase 2, or the Proponent previously selected to enter into negotiations is no longer the highest ranked Proponent or one of the highest ranked Proponents, VCH may, in its sole discretion, cease negotiations with that Proponent and select the next highest ranked Proponent or Proponents to enter into negotiations for the Project Development Agreement(s) and Services Agreement(s).

6.6 Response and Solution Proposal Time Period

In this Phase 1, Responses should remain open for selection by VCH for a period of 365 calendar days from the RFQ Closing Time.

In Phase 2, Solution Proposals should remain open as a basis for negotiating (a) Project Development Agreement(s) and Services Agreement(s) in accordance with the terms of the RFQS for a period of two-hundred and forty (240) calendar days from the RFS Closing Time. This period may be extended by written agreement between VCH and the Proponents.

6.7 Working Language

The working language of VCH is English and all Responses and Solution Proposals must be in English.

6.8 No Contractual or Legal Obligations

The RFQS is not intended to constitute or be interpreted as a call for tenders, and the submission of a Response or a Solution Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Respondent or Proponent by VCH, including any obligation or duty to accept or reject a Response or a Solution Proposal, to enter into negotiations or to decline to enter into or continue negotiations, or to enter into or not enter into a Project Development Agreement or Services Agreement. Without restricting the foregoing, no contractual or legal obligations in relation to the RFQS, the Construction Work or the Residential Care Services will exist between any Respondent or Proponent (on the one hand) and VCH (on the other hand) until the execution of a Project Development Agreement and Services Agreement with such Proponent, except for any waivers, releases, exclusions or limitations of liability, confidentiality and/or indemnity obligations made, given or accepted by a Respondent or a Proponent in connection with the RFQS.

6.9 Rejection of Responses or Solution Proposals and Cancellation of RFQS

VCH is not bound to:

- (a) select any Preferred Respondents to invite to participate in Phase 2; or
- (b) select any Proponents with whom to enter into negotiations for Project Development Agreement(s) and Services Agreement(s).

Without limiting the foregoing, VCH reserves the right to postpone or cancel the RFQS, or any part thereof, at any time for any reason whatsoever and to proceed with contracting for the Construction Work and the Residential Care Services in some other manner apart from the RFQS. VCH may undertake the entire RFQS process over again, in the same or an altered format, and with the same or different participants. VCH reserves the right to accept or reject any Response or Solution Proposal in whole or in part for any reason, in its discretion. Without limiting the foregoing, VCH will not be bound to accept the lowest-priced Solution Proposal.

6.10 Waiver of Deficiencies

If a Respondent submits a Response or a Proponent submits a Solution Proposal which does not satisfy every request or requirement by VCH, other than the Mandatory Criteria for Responses and the Mandatory Criteria for Solution Proposals, respectively, VCH may waive any deficiencies, may seek clarification or additional information from the Respondent or Proponent, as applicable, or may consider and treat such Response or Solution Proposal as compliant with the requirements of this RFQS.

6.11 Costs and Expenses of Respondents and Proponents

Respondents and Proponents are responsible for all of their respective costs and expenses in relation to the RFQS, including costs and expenses associated with preparing and submitting Responses and Solution Proposals; attending any Information Meetings; attending interviews, meetings or discussions with VCH or the Evaluation Committees; attending Joint Solution Workshops; and the negotiation, finalization and execution of Project Development Agreement(s) and Services Agreement(s). For the avoidance of doubt, VCH will not assume any liability whatsoever for any of the foregoing costs and expenses.

6.12 Limitation of Liability and Indemnity

By submitting a Response in reply to this RFQ, each Respondent agrees, and by submitting a Solution Proposal in reply to the RFS, each Proponent agrees, to the following:

- (a) It will not bring any Claim against VCH or any of its directors, officers, employees, contractors, consultants or agents, for damages in excess of the lesser of an amount equivalent to the reasonable costs incurred by the Respondent or Proponent (as applicable) in preparing its Response or Solution Proposal (as applicable) and \$5,000, for any damages, suits, actions, demands, costs, expenses, claims or losses (including loss of anticipated profits) incurred or suffered by any Respondent or Proponent (as applicable) as a result of or related to: the RFQS or any part hereof; the preparation of a Response; the preparation of a Solution Proposal; the evaluation of Responses; the evaluation of Solution Proposals; acceptance or rejection of any compliant or non-compliant Responses (including the rejection of all Responses by VCH); acceptance or rejection of any compliant or non-compliant Solution Proposal (including the rejection of all Solution Proposals by VCH); a breach of any obligations arising under the RFQS or any part hereof; negotiations for the Project Development Agreement(s) and/or the Services Agreement(s); the cancellation, suspension or termination of the RFQS process or any part hereof or any other matter related to the RFQS; or the RFQS process (each a "Liability").
- (b) It waives and releases any and all Claims against VCH and its directors, officers, employees, contractors, consultants or agents, for any Liability.

- (c) It will indemnify and hold VCH and its directors, officers, employees, contractors, consultants or agents harmless against any and all Claims for any Liability brought against any one or more of them by third parties where such third parties were directly or indirectly engaged by or through the Respondent or Proponent (as applicable) in connection with the RFQS or any part hereof.

6.13 Liability for Errors

VCH will not be held liable or accountable for any error or omission in any part of the RFQS, the RFQS process, responses to questions or inquiries by the Respondents or the Proponents, or any other information provided to Respondents or Proponents. While VCH has attempted to ensure an accurate presentation of information in the RFQS and responses given to questions or inquiries by the Respondents or the Proponents, the information is supplied solely as a guide for all Respondents and Proponents. The information is not guaranteed or warranted to be accurate by VCH, nor is it necessarily comprehensive or exhaustive. Nothing in the RFQS is intended to relieve Respondents and Proponents from conducting their own investigations and due diligence into the facts and forming their own opinions and conclusions with respect to the matters addressed in the RFQS, including with respect to all aspects of carrying out the Construction Work and providing the Residential Care Services as well as the risks, contingencies and other circumstances that may influence a Proponent's evaluation of the costs to it of carrying out the Construction Work and providing the Residential Care Services.

6.14 Non-Exclusive Rights

The rights, powers and discretions expressly conferred on VCH under the RFQS are not intended to be exclusive and each will be cumulative and in addition to, and not in substitution for, every other right, power or discretion existing or available to VCH under the RFQS, at law or in equity.

6.15 Confidentiality of Responses and Solution Proposals

VCH will treat any Responses and Solution Proposals that it receives as confidential, subject to its obligations under FIPPA. VCH will not release to the public any specific information regarding any Response or Solution Proposal except as may be required by law. Respondents and Proponents will treat all information received through the RFQS process as confidential in accordance with the provisions of Appendix B.

6.16 Freedom of Information and Protection of Privacy Act (FIPPA)

Notwithstanding Section 6.15, VCH is subject to the requirements of FIPPA and, as such, records, including Responses and Solution Proposals, any Project Development Agreement and any Services Agreement that may be entered into between the Proponent and VCH, and any information submitted by Respondents and Proponents, will be subject to the disclosure

requirements of FIPPA. Respondents and Proponents will have no claim against VCH for the release or disclosure of any information or records pursuant to or in connection with FIPPA.

6.17 Ownership of Responses and Solution Proposals

The physical medium (paper, or USB memory stick), but not the content, of all Responses and Solution Proposals submitted to VCH (including any documents submitted by a Respondent or a Proponent in connection with a Response or a Solution Proposal, respectively, or pursuant to the RFQS) becomes the property of VCH and will not be returned to Respondents after the RFQ Closing Time or Proponents after the RFS Closing Time, respectively.

6.18 Governing Laws

The RFQS will be governed exclusively by, and construed and enforced in accordance with, the laws of British Columbia and the laws of Canada applicable to British Columbia. By submitting a Response, the Respondent is deemed, and by submitting a Solution Proposal, the Proponent is deemed, to have submitted to the exclusive jurisdiction of the courts of British Columbia in the event of any dispute concerning the RFQS or any matters arising out of the RFQS.

6.19 Time is of the Essence

Time is of the essence in this RFQS.

6.20 Lobbying

Respondents will not, outside of their Responses, and Proponents will not, outside of their Solution Proposals, directly or indirectly lobby or advocate in favour of their Responses or Solution Proposals, respectively, or against the Responses or Solution Proposals of another Respondent or Proponent. If any such lobbying or advocating has occurred, the Respondent or Proponent will promptly report the matter to the Contact Person. VCH may elect to disqualify any Respondent or Proponent for such lobbying or advocating, or failure to report, or may elect to accept a Response(s) or Solution Proposal(s) despite non-compliance with the foregoing.

6.21 No Collusion

In Phase 1, by submitting a Response and except as specified within its Response, the Respondent declares, and, if the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other similar entity declares, that:

- (a) no other person has or will have any interest or share, directly or indirectly, in its Response or in any proposed Project Development Agreement or Services Agreement;

- (b) no collusion or arrangement, formal or informal, exists between the Respondent and any other Respondent or potential Respondent in connection with any Response;
- (c) the Respondent has no knowledge of the contents of the Response of any other Respondent; and
- (d) the Respondent has made no comparison of figures, agreement or arrangement, express or implied, with any other Respondent in connection with its Response.

In Phase 2, by submitting a Solution Proposal and except as specified within its Solution Proposal, the Proponent declares, and, if the Proponent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other similar entity declares, that:

- (a) no other person has or will have any interest or share, directly or indirectly, in its Solution Proposal or in any proposed Project Development Agreement or Services Agreement;
- (b) no collusion or arrangement, formal or informal, exists between the Proponent and any other Proponent or potential Proponent in connection with any Solution Proposal;
- (c) the Proponent has no knowledge of the contents of the Solution Proposal of any other Proponent; and
- (d) the Proponent has made no comparison of figures, agreement or arrangement, express or implied, with any other Proponent in connection with its Solution Proposal.

6.22 Use of Logos

Respondents and Proponents acknowledge the proprietary interest of VCH in the names, trademarks, crests or logos owned by VCH and will not use any such name, trade-mark, crest or logo without the prior written consent of VCH.

6.23 Media Releases, Public Disclosures and Public Announcements

Respondents and Proponents shall not issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFQS or any matters related thereto, without the prior written consent of VCH.

Respondents and Proponents shall not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or Response or Proponent or Solution Proposal or to publicly promote or advertise their own qualifications, interest in or participation in this RFQS without VCH's prior written consent.

For the purpose of greater clarity, this Section 6.23 does not prohibit disclosures necessary to permit Respondents or Proponents to discuss the RFQS with prospective lenders, consultants and contractors but such disclosure is permitted only to the extent necessary to permit the Respondent to prepare its Response(s) and the Proponent to prepare its Solution Proposal(s) in response to this RFQS.

APPENDIX A: DEFINITIONS & ACRONYMS

This Appendix A sets out the definitions used in both Phase 1 and Phase 2 of the RFQS. Additional definitions may be set out in the RFS.

Throughout the RFQS, the following terms and acronyms have the meanings indicated below:

- (a) **“Allied Services”** means professional as well as non-professional services that support clients in the following areas: rehabilitation (occupational therapy/physiotherapy), social, dietary, and recreation/activity;
- (b) **“Applicable Laws”** means all laws, statutes, regulations, bylaws, rules, codes, ordinances, judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders, or the like of any Governmental Authority, including the common law and the law of equity;
- (c) **“BC Bid Website”** means the website maintained by BC Bid (the electronic tendering service maintained by the Province of British Columbia, at www.bcbid.ca), or any replacement website;
- (d) **“Claim”** means any claim, demand, suit, action or cause of action pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, and all costs and expenses relating thereto;
- (e) **“Coastal CoC”** means Coastal Community of Care as described in Section 1 and for the purposes of the RFQS, is limited to the geographical boundaries of Vancouver’s North Shore (North and West Vancouver);
- (f) **“Coastal Response”** means a Response submitted in response to this RFQ for one or more Facilities located in Coastal CoC;
- (g) **“Coastal Solution Proposal”** means a Solution Proposal submitted in response to the RFS for one or more Facilities located in Coastal CoC;
- (h) **“CoC”** means any of Vancouver CoC, Richmond CoC and Coastal CoC; and **“CoCs”** means any two or more of Vancouver CoC, Richmond CoC and Coastal CoC;
- (i) **“Confidential Information”** has the meaning set out in Appendix B;
- (j) **“Confidentiality Agreement”** means a confidentiality agreement in the form set out in Appendix B;
- (k) **“Conflict of Interest”** has the meaning set out in Section 6.1;
- (l) **“Conflict of Interest Form”** means the conflict of interest form set out in Appendix C;

- (m) **“Contact Person”** has the meaning set out in Section 3.10;
- (n) **“Construction Work”** means the construction of a new Facility or the renovation of an existing building to be a Facility and all other ancillary works to be performed by the Service Provider(s) in accordance with the Project Development Agreement;
- (o) **“Design Guidelines”** means the Vancouver Coastal Health Design Guidelines for Complex Residential Care Developments attached as Appendix H;
- (p) **“Desirable Criteria for Responses”** means the criteria set out in Table 2 in Section 4.4.2 of this RFQ that are viewed as desirable by VCH and that will be used to score and/or rank the Responses;
- (q) **“Desirable Criteria for Solution Proposals”** means the criteria set out in the RFS as criteria that are viewed as desirable by VCH and that will be used to score and/or rank the Solution Proposals;
- (r) **“Evaluation Committees”** means the RFQ Evaluation Committee and the RFS Evaluation Committee, collectively;
- (s) **“Evaluation Criteria for Responses”** means the Mandatory Criteria for Responses and the Desirable Criteria for Responses, collectively;
- (t) **“Evaluation Criteria for Solution Proposals”** means the Mandatory Criteria for Solution Proposals and the Desirable Criteria for Solution Proposals, collectively;
- (u) **“FHA”** means Fraser Health Authority;
- (v) **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), and any regulations promulgated thereunder, as amended from time to time;
- (w) **“Facility”** means a licensed “community care facility” as that term is defined under the *Community Care and Assisted Living Act* (British Columbia), and any regulations promulgated thereunder, as amended from time to time, to be newly constructed or created through the renovation of an existing building by the Service Provider in accordance with a Project Development Agreement;
- (x) **“Governmental Authority”** means any and all federal, provincial, regional, municipal or local governmental authority, quasi-governmental authority, court, government, or self-regulatory organization, commission, board, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
- (y) **“Joint Solution Workshops”** has the meaning set out in Section 1.5 of this RFQ;

- (z) **“Liability”** has the meaning set out in section 6.12 (a);
- (aa) **“Mandatory Criteria for Responses”** means the criteria set out in Table 1 in section 4.4.1 of this RFQ as criteria that the Responses must clearly and strictly meet;
- (bb) **“Mandatory Criteria for Solution Proposals”** means the criteria set out in the RFS as criteria that the Solution Proposals must clearly and strictly meet;
- (cc) **“Phase 1”** means this Request for Qualifications phase of the RFQS;
- (dd) **“Phase 2”** means the Request for Solutions phase of the RFQS;
- (ee) **“PHSA”** means Provincial Health Services Authority;
- (ff) **“Preferred Respondent”** means a Respondent whose Response ranks sufficiently high in Phase 1 to be invited to participate in Phase 2;
- (gg) **“Preferred Proponent”** means a Proponent selected in Phase 2 to negotiate with VCH a Project Development Agreement and a Services Agreement for one or more Facilities in one or more CoCs;
- (hh) **“Project Development Agreement”** means a contract between VCH and a Service Provider for the construction of a new Facility or the renovation of an existing building to be a Facility, substantially based on the illustrative sample agreement attached as Appendix G1 and as may be further negotiated and agreed to by VCH and the Service Provider;
- (ii) **“Proponent”** means a person that submits, or intends to submit, a Solution Proposal to Phase 2;
- (jj) **“RFQ”** or **“Request for Qualifications”** means this request for qualifications;
- (kk) **“RFQ Closing Time”** has the meaning set out in Section 3.3 of this RFQ;
- (ll) **“RFQ Evaluation Committee”** means a committee, comprised of members of VCH and consultants and advisors that may be appointed or contracted by VCH, assembled to complete the evaluation of the Responses;
- (mm) **“RFQS”** or **“Request for Qualifications and Solutions”** means the Request for Qualifications (Phase 1) and the Request for Solutions (Phase 2) collectively, including any addenda thereto;
- (nn) **“RFS”** or **“Request for Solutions”** means the request for solutions to be issued by VCH to the Preferred Proponents inviting Preferred Proponents to submit a Solution Proposal;

- (oo) **“RFS Closing Time”** has the meaning set out in Section 3.3 of this RFQ;
- (pp) **“RFS Evaluation Committee”** means a committee, comprised of members of VCH and consultants and advisors that may be appointed or contracted by VCH, assembled to complete the evaluation of the Solution Proposals;
- (qq) **“Receipt Confirmation Form”** means the Receipt Confirmation Form attached as Appendix D;
- (rr) **“Residential Care Services”** means the services to be provided by the Service Provider(s) at the Facility/Facilities and that will provide a protective, supervised environment and assistance with the activities of daily living for individuals who can no longer reside at home due to their need for twenty-four (24) hour monitoring, professional care and supervision, assisted meal service and medication supervision, and which services are more fully described in Appendix J;
- (ss) **“Response”** means a response submitted by a Respondent in reply to this RFQ;
- (tt) **“Respondent”** means a person that submits, or intends to submit, a Response to this RFQ;
- (uu) **“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 RFQS and/or the design, planning or implementation of the RFQS, the Construction Work and/or the Residential Care Services, 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 and Proponents;
- (vv) **“Richmond CoC”** means Richmond Community of Care as described in Section 1;
- (ww) **“Richmond Response”** means a Response submitted in response to this RFQ for one or more Facilities located in Richmond CoC;
- (xx) **“Richmond Solution Proposal”** means a Solution Proposal submitted in response to the RFS for one or more Facilities located in Richmond CoC;
- (yy) **“Services Agreement”** means a contract between VCH and a Service Provider for the delivery of Residential Care Services, substantially based on the illustrative sample agreement attached as Appendix G2 and as may be further negotiated and agreed to by VCH and the Service Provider;
- (zz) **“Service Provider(s)”** means the successful Proponent(s) that enter(s) into the Project Development Agreement(s) and Services Agreement(s) with VCH for one or more Facilities in one or more CoCs;

- (aaa) **“Solution Proposal”** means a solution proposal submitted by a Proponent in reply to the RFS;
- (bbb) **“VCH”** means Vancouver Coastal Health Authority;
- (ccc) **“Vancouver CoC”** means Vancouver Community of Care as described in Section 1;
- (ddd) **“Vancouver Response”** means a Response submitted in response to this RFQ for one or more Facilities located in Vancouver CoC; and
- (eee) **“Vancouver Solution Proposal”** means a Solution Proposal submitted in response to the RFS for one or more Facilities located in Vancouver CoC.

APPENDIX B: CONFIDENTIALITY AGREEMENT

NOTE: *If the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other entity should complete and sign a Confidentiality Agreement.*

Confidentiality Agreement

This agreement is dated for reference the _____ day of _____, 2014

To: Vancouver Coastal Health Authority

From: _____ (the "Participant")

Background

- A. VCH has issued a Request for Qualifications and Solutions (RFQS 2014-BISS-001) New-Build and/or Renovated Residential Complex Care Beds for Vancouver, Richmond and Coastal Communities of Care (the "RFQS").
- B. The Participant is considering submitting a Response (whether on its own or with one or more other entities) in reply to the Request for Qualifications in Phase 1, and if invited to do so in accordance with the RFQS, may consider submitting a Solution Proposal (whether on its own or with one or more other entities) in reply to the Request for Solutions in Phase 2.
- C. VCH may disclose information to the Participant in relation to the RFQS on the terms and conditions contained in this agreement during Phase 1 and/or during Phase 2 (if the Participant is invited to participate in Phase 2).

The Participant agrees, in consideration of being provided with further information in relation to the RFQS, as follows:

VCH may disclose to the Participant (or the Participant may learn about) certain confidential information of VCH. The following terms apply to that information:

1. Confidential Information – "**Confidential Information**" means all information and data relating to VCH's organizational structure, operations, healthcare services, contracts, business, strategies, financials, personnel, clients, patients, suppliers and specifically includes the RFQS and any information in connection with the RFQS or the RFQS process, but excludes any information that the Participant proves:
 - (a) was lawfully in the Participant's possession before receiving it from VCH;

- (b) was provided in good faith to the Participant by a third party without breaching any of VCH's rights or any obligations of those of any third party; or
 - (c) is or becomes generally available to the public through no fault of the Participant.
- 2. Purpose of Disclosure – The purpose of VCH's disclosure is to help the Participant to determine whether to submit a Response in reply to the RFQ in Phase 1 or a Solution Proposal in reply to the RFS in Phase 2 (as applicable), and to help the Participant provide works or services to VCH, if the parties enter into an agreement for those works or services. The Participant will not use or exploit any Confidential Information for any other purpose.
- 3. Prohibitions – Except as expressly permitted by VCH in writing, the Participant must not:
 - (a) disclose any Confidential Information to any third party;
 - (b) duplicate, transfer, sell, publish, transmit, modify, reverse-engineer or take any benefit from any Confidential Information; or
 - (c) directly or indirectly assist, facilitate or encourage any third party to carry on any activity that it is not permitted to carry on, relating to this agreement.
- 4. Protection of Information – The Participant will treat the Confidential Information as confidential and will use conscientious efforts to protect the Confidential Information from unauthorized use, access and disclosure.
- 5. Ownership – As between the Participant and VCH, VCH owns:
 - (a) the Confidential Information;
 - (b) all copies, notes and recordings of any Confidential Information made by or for the Participant; and
 - (c) all proprietary rights or interests in or associated with the Confidential Information.
- 6. Return of Property – Promptly upon request by VCH, the Participant will deliver to VCH, all documents and other materials in its possession or control which belong to VCH, or which contain, reveal or embody any Confidential Information.
- 7. Freedom to Contract – VCH has no obligation to negotiate or enter into any agreement with the Participant regarding any of the Participant's services. VCH can negotiate and contract with any third party regarding their services without any liability or obligation to the Participant.

8. Consequences of Breach – The Participant acknowledges that:
 - (a) unauthorized use or disclosure of the Confidential Information will likely cause injury to VCH, as applicable, and will be irreparable; and
 - (b) in the event of an unauthorized use or disclosure of Confidential Information, VCH, on its own behalf, as applicable, will be entitled to an injunction against the Participant (without waiving any other rights, recourse or remedies to which VCH may be entitled under this agreement, at law or in equity).

9. Indemnity – The Participant will indemnify VCH including its directors, officers, employees, contractors, consultants and agents (collectively, the “**Indemnitees**”) from and against any claim, demand, action, damage, loss, liability, cost, charge, expense or payment (including legal fees and disbursements) which any of the Indemnitees pay, suffer, incur or are liable for directly or indirectly arising out of or in connection with any breach of this agreement by the Participant or any of its directors, officers, employees, contractors, consultants and agents.

10. Disclaimer – VCH does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.

11. Definitions – Unless otherwise expressly defined, the capitalized terms used in this agreement have the meanings given to them in the RFQS and the rules of interpretation contained in the RFQS shall apply to this agreement.

Executed as an agreement by the Participant:

Participant Legal Name	
Authorized Signature	
Printed Name	
Title / Position	
Address	
Phone	
Fax	
Email	

APPENDIX C: CONFLICT OF INTEREST FORM

NOTE: If the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other entity should complete and sign this Conflict of Interest Form.

In the tables below:

1. Include all funding support (including gifts), if applicable, that has been provided to VCH during the 3 year period prior to the date of issuance of this RFQ.
2. Disclose any other actual, potential or perceived Conflict of Interest with VCH.

Failure to complete this Conflict of Interest Form may result in rejection of a Response or cancellation of other contracts already signed and in force between VCH and the Respondent (or, if the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other entity).

In Phase 2, each Proponent will be required to notify VCH of any changes to this Conflict of Interest Form. Failure to identify any changes may result in rejection of the Proponent’s Solution Proposal, or cancellation of the Project Development Agreement(s), Services Agreement(s) and/or other contracts already signed and in force between VCH and the Proponent.

TYPE OF FUNDING SUPPORT	SITE/LOCATION	DEPARTMENT	RECIPIENT	MARKET VALUE
Capital Equipment				
Seminars				
Travel				
Supplies				
Educational Support				
Research Support				
<ul style="list-style-type: none"> • Drug Trials • Projects • Publications 				

• Other				
Major Donations				
Other Funding (specify)				
Corporate Agreement				
TOTAL				

OTHER ACTUAL, POTENTIAL OR PERCEIVED CONFLICTS OF INTEREST

Disclose any financial transactions, activities or personal or business relationships that may be viewed as an actual, potential or perceived Conflict of Interest as defined in the RFQS.

(Attach details as an Appendix and cross-reference to this section, if this table is not sufficient space to contain the data.)

Printed Name

Date

Print Name of Authorized Representative

Position

Signature

APPENDIX D: RECEIPT CONFIRMATION FORM

RFQS 2014-BISS-001 New-Build and/or Renovated Complex Residential Care Beds for Vancouver, Richmond and Coastal Communities of Care

This form acknowledges receipt of Phase 1: Request for Qualification (RFQ) of the above noted RFQS.

Company Name: _____

Contact Name: _____

Title / Position: _____

Company Address: _____

Phone Number: _____ **e-mail:** _____

Fax Number: _____ **Date:** _____

YES We *WILL* be submitting a Response for the above noted Phase 1: RFQ.

YES We *WILL* be attending the Information Meeting.

N.B. For the purpose of ensuring the meeting room is of adequate size, please state the number of attendees in your group here:

.....

Authorized Signature: _____

Printed Name: _____

Send further correspondence to the above noted person.

Or Send information to:

Company Name: _____

Contact Name: _____

Title / Position: _____

Company Address:

Phone Number:

e-mail:

Fax Number:

Date:

TO BE SUBMITTED NO LATER THAN Noon Pacific Time, October 14, 2014
BY FAX: 604-875-5673 or
By e-mail: RFP@vch.ca

APPENDIX E: RESPONSE SUBMISSION FORM

NOTE: *If the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other entity should sign a Response Submission Form.*

To: Vancouver Coastal Health Authority

Re: Request for Qualifications and Solutions RFQS 2014-BISS-001, dated October 2, 2014 for New-Build and/or Renovated Complex Residential Care Beds for Vancouver, Richmond and Coastal Communities of Care (the "RFQS")

[Respondent Name] (the "Respondent")

Response dated _____, 2014

Each of the undersigned:

- (a) hereby unconditionally and irrevocably represents, warrants, and certifies from and after the date of this Response Submission Form, in connection with the enclosed Response and the RFQS, including without limitation, any consideration and evaluation of the Response as follows:
1. the undersigned is duly authorized to deliver this Response Submission Form and represents and warrants to VCH that this Response Submission Form is duly and validly made and given and can be relied upon by VCH;
 2. all statements made in the Response are and will be deemed to be separate and independent representations and warranties of the undersigned and this Response Submission Form is in addition to and does not limit the representations and warranties made by delivery of the Response;
 3. the undersigned has received, reviewed, read, understands and accepts the terms and conditions of the Request for Qualifications of the RFQS;
 4. the undersigned confirms that the Response accurately reflects the Respondent's qualifications;
 5. the Response has been prepared and delivered without any collusion or fraud, and without any comparison of information or arrangement with any other Respondents or any associated person;

6. to the best of the knowledge of the undersigned, there has not been and as of the date of this Response Submission Form there is not any Conflict of Interest, actual, potential or perceived, that exists or may reasonably be expected to arise in the future with respect to preparation and submission of the Response;
 7. the undersigned has not had access to or the ability to avail itself of any confidential information of VCH, other than confidential information disclosed by VCH to all Respondents in connection with the preparation and submission of the Response;
 8. the Response has been prepared and delivered, solely and exclusively, in reliance on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, assessments, surveys and studies independently undertaken, formulated, obtained and verified by the undersigned;
 9. the undersigned has read, reviewed and understands the Response and authorized and consented to the submission of the Response;
 10. if the Respondent is a partnership, joint venture, consortium or other similar entity, that all of the members comprising such partnership, joint venture, consortium or other similar entity have signed below; and
 11. the representations, warranties and certifications set out in this Response Submission Form are true and are made with the knowledge and intention that VCH shall rely on the truth of them in accepting and evaluating the Response and that despite any prior or subsequent investigation VCH shall be deemed to have relied upon them.
- (b) hereby unconditionally and irrevocably consents and authorizes VCH and the authorized representatives of VCH to undertake, in connection with the Response and the RFQS, any and all of the investigations, verifications, and reference, credit and other checks described in the RFQS, including without limitation criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations in relation to the undersigned; and
- (c) hereby acknowledges that VCH reserves the right to require the undersigned to provide proof, in a form and content acceptable to VCH, that the undersigned has the requisite authority to execute this Response Submission Form on behalf of the Respondent.

Unless otherwise expressly defined, the capitalized terms used in this Response Submission Form have the meanings given to them in the RFQS and the rules of interpretation contained in the RFQS shall apply to this Response Submission Form.

THIS Response Submission Form dated as of the ◆ day of ◆, 2014.

Signed by:

[Name of Proponent or name of member of a Proponent that is partnership, joint venture, consortium or other similar entity]

[Add as many signatory blocks as required for all members of the partnership, joint venture, consortium or other similar entity to sign]

APPENDIX F: RESPONSE WORKSHEET & RESPONSE CHECKLIST

Response Worksheet

Respondents are required to submit the core elements of their Response in the Response Worksheet embedded as a single Excel file below. The file contains three spreadsheets labelled as follows:

- Respondent Information
- Criteria and Response
- Residential Care Contracts

Respondents should enter their information directly into a renamed copy of the Excel file. With regard to the second spreadsheet named “Criteria and Response”, Respondents may enter text directly into the Respondent Response column and/or embed files directly into the cells in the Respondent Response column. Further instructions on the completion of the spreadsheets are embedded within the worksheet itself.

NOTE: If the Respondent is a partnership, joint venture, consortium or other similar entity, each member of such partnership, joint venture, consortium or other entity should provide the information requested in the Response Worksheet.



Response Worksheet

Response Document Checklist

N.B Although not part of the required Response, Respondents should submit a Receipt Confirmation Form by fax (see Section 3.1 and Appendix D).

RESPONSE REQUIREMENT	Check
Cover Page completed and included	
Response Worksheet completed and returned as indicated in this Appendix F.	
Executive Summary completed and included.	
Conflict of Interest Form signed and included. See Appendix C.	

Response Submission Form signed and included. See Appendix E.	
Statement of commitment that proposed Facility will meet the Design Guidelines and will be licensed under the <i>Community Care and Assisted Living Act</i> (British Columbia). Include in Executive Summary.	

The Response Document Checklist above is offered with the understanding that Respondents must diligently comply with the Response submission requirements set out in the RFQS, acknowledging that in the event that there is contradiction or evidence of omission between the submission requirements set out in the body of the RFQS and this checklist, the former shall prevail.

APPENDIX G: ILLUSTRATIVE FORMS OF AGREEMENTS

Appendix G1: Illustrative form of Project Development Agreement(s)



Project Development
Agreement

Appendix G2: Illustrative form of Services Agreement(s)



Services Agreement

APPENDIX H: VCH DESIGN GUIDELINES FOR COMPLEX RESIDENTIAL CARE DEVELOPMENTS



Design guidelines
June 6 07 co...

APPENDIX I: DESCRIPTION OF CONSTRUCTION WORK

1. Design

- (a) The Service Provider will design a purpose-built accommodation Facility/Facilities for the delivery of Residential Care Services to individuals who can no longer reside at home due to their need for twenty-four (24) hour monitoring, professional care and supervision, assisted meal service and medication supervision. The Facility/Facilities must be designed to support person-centered care, be operationally efficient and be welcoming to families, visitors and the community. All buildings must be perimeter secure.
- (b) The Service Provider will be responsible for all aspects of the design(s) for the Facility/Facilities, including integration of the various building components with each other.
- (c) The Service Provider must ensure that the final design will comply with:
 - (i) the requirements set out in the *Residential Care Regulation of the Community Care and Assisted Living Act* (British Columbia);
 - (ii) applicable zoning; and
 - (iii) the Design Guidelines.

2. Construction

The Service Provider will be responsible for:

- (a) obtaining all zoning approvals;
- (b) obtaining all permits and other approvals necessary for construction of a new Facility or renovation of an existing building to be a Facility;
- (c) provision of utilities and other site services required to support the Facility/Facilities, including off-site works as required; and
- (d) completion of the construction / renovation of the Facility.

3. Licensing under the *Community Care and Assisted Living Act* (British Columbia)

- (a) The Service Provider will be responsible for applying and obtaining a license to operate the Facility as a “community care facility” under the *Community Care and Assisted Living Act*.

4. Payments from VCH

- (a) VCH will not make progress payments to the Service Provider during the construction of the Facility/Facilities. Rather, VCH will make payments to the Service Provider based on a per bed, Per Diem rate for the delivery of the Residential Care Services in accordance with the Services Agreement.

VCH acknowledges that a Proponent's proposed per bed, Per Diem rate will be the nominal basis for pricing through the term of the Services Agreement. It is intended that pricing will be further discussed and definitively established during negotiations in Phase 2.

APPENDIX J: DESCRIPTION OF RESIDENTIAL CARE SERVICES

Overview of Residential Care Services:

Residential Care Services will be provided by the Service Provider(s) under the Services Agreement(s) to individuals who meet the eligibility criteria and are admitted to the Facilities using the complex care resident profile outlined in the BC Ministry of Health “Home and Community Care Policy Manual”, dated effective January 1, 2014.

The Service Provider will deliver Residential Care Services which will include:

- Purpose-built accommodation for residents that supports person-centered care, is operationally efficient and is welcoming to families, visitors and the community. All buildings must be perimeter secure;
- Provision of a supportive home-like environment and community partnerships which maintain individuals’ linkages with their health services, community and social services. It is expected that the Service Provider will develop community partnerships with other services such as physicians and pharmacies as well as organizations with a cultural and/or social focus;
- Provision of 24-hour onsite professional services and care, including nursing and Allied Services; and.
- Provision of quality Residential Care services that are affordable to VCH.

VCH does not intend to contract for medical or psychiatric support from the Service Provider(s).

The Service Provider(s) shall work collaboratively with case managers and counsellors and other personnel designated by VCH to be part of the services accessed by the individual.

Compliance with Provincial Policy, Guidelines and Standards:

All Services offered by the Proponent must meet the Provincial Residential Care policies, guidelines and standards, available online at:

<http://www2.gov.bc.ca/gov/topic.page?id=6C9034DE42F24ACE9E8EA2193214C848> .

These standards must be met prior to providing the Services and must continue to be maintained.

The Service Provider(s) will follow the BC Ministry of Health “Home and Community Care Policy Manual”, dated effective January 1, 2014. The Policy Manual is available online at:

<http://www2.gov.bc.ca/gov/topic.page?id=8F569BDA913540DCAB75145DBB6070CE> .

Working to Meet VCH’s Vision:

All contracted services for VCH clients, including the Residential Care Services, are expected to conform to VCH’s vision of providing a caring environment that nurtures the holistic well-being of clients, supports relationships within the community and encourages the growth and

development of both clients and staff. It is expected that the Service Provider has a set of values that includes, but is not limited to:

- Respect for the individual;
- Autonomy for decision-making to the extent possible;
- Quality of life;
- Choice in a caring environment; and
- Partnership with families and caregivers.

Detailed Description of the Residential Care Services:

The Service Provider will at no additional charge to VCH or the VCH client:

- Take appropriate action to accomplish the objectives as they are decided upon by the client, Service Provider and VCH at the time of the client's admission, and as they may be altered from time to time;
- Develop an Individual Program Plan (IPP) for each client based on that client's admission information package and in collaboration with the client and his/her family, and VCH staff when appropriate. Individual Program Plans must be made available to VCH for review upon request. Any changes to the IPP will be made upon agreement between the Service Provider, client/client's family and VCH;
- Provide skilled care with professional supervision consistent with the level of care required;
- Provide meals, including a therapeutic diet as prescribed by the client's physician, meal replacements and nutrition supplements and tube feeding as required;
- Provide routine laundry services for the client's bed linens, towels, washcloths and all articles of clothing that can be washed without special attention to the laundering process;
- Provide hygiene supplies for the general use;
- Provide routine medical supplies such as sterile dressing supplies, bandages, band-aids, syringes, catheters, disposable underpads for bed and chair use, equipment that is physically attached to the Facility and equipment for general use;
- Provide incontinence management as appropriate;
- Provide ongoing, planned physical, social and recreational activities;
- Accept admissions to the Facility seven (7) days a week;
- Comply with all Applicable Laws, including without limitation, the *Community Care and Assisted Living Act* (British Columbia) and the *Residential Care Regulation* thereunder;
- Collaborate with VCH in implementing a quality assurance review process. This review process is obligatory and the Service Provider may choose to supplement this process by accreditation with the Canadian Council on Health Services Accreditation (C.C.H.S.A.) or other similar body;
- Participate in VCH performance and quality management reporting; and
- Communicate with VCH regarding the Residential Care Services by:
 - Notifying VCH of any circumstances which may affect the health, safety or well-being of the client, including medical emergencies, within 72 hours;
 - Consulting with VCH prior to any changes in location or staffing;

- Allowing evaluation and assessment of the care provided and the progress and well-being of the client with reference to the provisions of the Services Agreement(s) and the contents of the Individual Care Plan;
- Including VCH staff in the care conference process as required;
- Providing a brief written quarterly report reflecting progress made in the Individual Program Plan (or such reporting as required by VCH) including input from the client and family; and
- Allowing the review of records, making other inquiries, and arranging for other qualified professionals to assess the progress of the client.

General Requirements of the Service Provider

The Service Provider must ensure all reasonable and appropriate efforts are taken to secure the safety and well-being of all staff involved in the provision of the Residential Care Services.

The Service Provider must ensure that it is able and willing to communicate with VCH on all matters which impact the provision of the Residential Care Services. Such communication will be face-to-face, in writing through formal reporting and by email, and/or by telephone.

The Service Provider must provide support to their staff, including training in meeting the needs of VCH and the clients, and communication to stakeholders as required.

The Service Provider must conduct itself to safeguard the privacy of clients as applicable, and must store all personal information in Canada and not allow access to any personal information to anyone outside of Canada.

The Service Provider must ensure security and confidentiality of information. The Service Provider will ensure all reasonable and appropriate efforts are taken to ensure security of information through effective information management processes, including:

- ensuring data back-ups occur;
- off-site storage of back-ups are utilized;
- a disaster recovery plan is in place;
- an information security infrastructure which may include measures such as firewalls, intrusion detection and anti-virus software, is in place; and
- capability for Secure File Transfer Protocol (SFTP) or other means of secured electronic file transfer, is established.

The Service Provider will ensure all reasonable and appropriate efforts are taken to ensure secure storage and confidential disposal of personal information and records in accordance with Applicable Laws and the requirements of VCH.