

# Request for Proposals

## Swift Current Long Term Care Centre Project

November 27, 2013

## SUMMARY OF KEY INFORMATION

<b>RFP TITLE</b>	The title of this RFP is: <b>Swift Current Long Term Care Centre Project</b> Proponents should use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFP is: Dawn Hart <b>Email:</b> dawn.hart@cypressrha.ca Please direct all Enquiries, in writing, to the above named Contact Person. <b>No telephone or fax enquiries please.</b>
<b>ENQUIRIES</b>	Proponents are encouraged to submit Enquiries at an early date and: <ul style="list-style-type: none"> <li>▪ for Enquiries of a technical nature: prior to 11:00 am Local Saskatchewan Time on the day that is 10 Business Days before the Submission Time for Technical Submissions</li> <li>▪ for Enquiries of a financial nature: prior to 11:00 am Local Saskatchewan Time on the day that is 5 Business Days before the Submission Time for Financial Submissions</li> </ul> to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry.
<b>SUBMISSION TIME FOR INTERIM FINANCIAL REVIEW SUBMISSIONS</b>	March 10, 2014 at 11:00am Local Saskatchewan Time
<b>SUBMISSION TIME FOR TECHNICAL SUBMISSIONS / INITIAL AIRS SUBMISSION TIME</b>	April 16, 2014 at 11:00am Local Saskatchewan Time
<b>INTERIM AIRS SUBMISSION TIME</b>	April 29, 2014 at 11:00am Local Saskatchewan Time
<b>FINAL AIRS SUBMISSION TIME</b>	May 21, 2014 at 11:00am Local Saskatchewan Time
<b>SUBMISSION TIME FOR FINANCIAL SUBMISSIONS</b>	June 3, 2014 at 11:00am Local Saskatchewan Time
<b>SUBMISSION LOCATION</b>	The Submission Location is: Cypress Regional Health Authority c/o SaskBuilds 720-1855 Victoria Ave Regina SK Canada S4P 3T2 <b>Attention:</b> Dawn Hart

<b>SUBMISSION LOCATION FOR INITIAL AIRS, INTERIM AIRS AND FINAL AIRS</b>	The Submission Location for Initial AIRS, Interim AIRS and Final AIRS is via email to the Contact Person: <a href="mailto:dawn.hart@cypressrha.ca">dawn.hart@cypressrha.ca</a>
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 08:30 to 16:00 Local Saskatchewan Time

## TABLE OF CONTENTS

<b>SUMMARY OF KEY INFORMATION.....</b>	<b>I</b>
<b>1. INTRODUCTION.....</b>	<b>1</b>
1.1 Purpose of this RFP.....	1
1.2 Eligibility to Participate in this RFP .....	1
<b>2. RFP PROCUREMENT PROCESS .....</b>	<b>1</b>
2.1 Estimated Timeline .....	1
2.2 Collaborative Meetings .....	2
2.3 Kick-Off Meeting (All Proponents) .....	4
2.4 Business-to-Business Networking Session .....	4
2.5 Comments on the Project Agreement.....	4
2.6 Data Room .....	5
2.7 Interim Financial Review on Affordability .....	5
<b>3. KEY PROJECT ELEMENTS .....</b>	<b>6</b>
3.1 Design and Construction .....	6
3.2 Municipal Approvals.....	7
3.3 Equipment.....	9
3.4 Services .....	9
3.5 Energy.....	9
3.6 Performance and Payment Mechanisms.....	9
<b>4. AFFORDABILITY .....</b>	<b>10</b>
4.1 Affordability Ceiling .....	10
4.2 Affordability Model .....	10
4.3 Life Cycle Costs .....	10
4.4 Scope Ladder.....	10
<b>5. PROPOSAL REQUIREMENTS .....</b>	<b>11</b>
5.1 Participation Agreement.....	11
5.2 Proposal Form and Content.....	11
5.3 Financing Plan .....	11
5.4 Interest Rate Benchmarks .....	11
5.5 Advance Interest Rate Submissions (AIRS) .....	12

<b>6. SUBMISSION INSTRUCTIONS .....</b>	<b>13</b>
6.1 Submission Times and Submission Location .....	13
6.2 Number of Copies .....	14
6.3 No Fax or Email Submission .....	15
6.4 Language of Proposals .....	15
6.5 Receipt of Complete RFP .....	15
6.6 Enquiries .....	15
6.7 Electronic Communication .....	16
6.8 Addenda.....	17
6.9 Intellectual Property Rights .....	17
6.10 Definitive Record.....	18
6.11 Amendments to Proposals.....	18
6.12 Changes to Proponent Teams.....	18
6.13 Validity of Proposals .....	19
6.14 Material Change After Submission Time for Financial Submissions .....	20
6.15 Acceptable Equivalents.....	20
<b>7. EVALUATION .....</b>	<b>21</b>
7.1 Mandatory Requirements .....	21
7.2 Evaluation of Proposals .....	21
<b>8. SELECTION OF PREFERRED PROPONENT AND AWARD.....</b>	<b>24</b>
8.1 Selection and Award .....	24
8.2 Final Draft Project Agreement .....	25
8.3 Preferred Proponent Security Deposit .....	26
8.4 Return of Security Deposit .....	26
8.5 Retention of Security Deposit .....	27
8.6 Communication Regarding Progress to Financial Close .....	27
8.7 Changed Funding Arrangements.....	28
8.8 Partial Compensation for Participation in this RFP .....	28
8.9 Debriefs.....	29
<b>9. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE.....</b>	<b>29</b>
9.1 Reservation of Rights to Disqualify .....	29
9.2 Relationship Disclosure .....	29
9.3 Use or Inclusion of Restricted Parties.....	30

9.4	Current Restricted Parties .....	30
9.5	Conflict of Interest Adjudicator .....	31
9.6	Request for Advance Decision .....	31
9.7	The Authority May Request Advance Decisions .....	32
9.8	Decisions Final and Binding .....	32
9.9	Shared Use .....	32
9.10	Exclusivity .....	33
<b>10.</b>	<b>RFP TERMS AND CONDITIONS .....</b>	<b>34</b>
10.1	No Obligation to Proceed.....	34
10.2	No Contract.....	34
10.3	Freedom of Information and Protection of Privacy .....	34
10.4	Cost of Preparing the Proposal.....	35
10.5	Confidentiality of Information .....	35
10.6	Reservation of Rights.....	36
10.7	No Collusion.....	36
10.8	No Lobbying.....	37
10.9	Ownership of Proposals.....	37
10.10	Disclosure and Transparency .....	37
10.11	Fairness Advisor .....	38
10.12	Legal Advisor .....	38
10.13	Limitation of Damages .....	39
<b>11.</b>	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>40</b>
11.1	Definitions .....	40
11.2	Interpretation.....	47
	<b>APPENDIX A EVALUATION OF PROPOSALS .....</b>	<b>48</b>
	<b>APPENDIX B PROPOSAL REQUIREMENTS.....</b>	<b>56</b>
	<b>APPENDIX C PROPOSAL DECLARATION FORM .....</b>	<b>57</b>
	<b>APPENDIX D RELATIONSHIP DISCLOSURE FORM.....</b>	<b>60</b>
	<b>APPENDIX E PROPONENT COMMENTS FORM.....</b>	<b>62</b>
	<b>APPENDIX F PARTICIPATION AGREEMENT .....</b>	<b>63</b>

<b>APPENDIX G COMMITMENT LETTER TEMPLATE .....</b>	<b>70</b>
<b>APPENDIX H PREFERRED PROPONENT SECURITY DEPOSIT .....</b>	<b>73</b>
<b>APPENDIX I ENQUIRY REQUEST FORM .....</b>	<b>75</b>
<b>APPENDIX J INITIAL DRAFT PROJECT AGREEMENT .....</b>	<b>76</b>
<b>APPENDIX K ADVANCE INTEREST RATE SUBMISSION.....</b>	<b>77</b>
<b>APPENDIX L INTERIM FINANCIAL COSTS SUMMARY FORM .....</b>	<b>86</b>

## 1. INTRODUCTION

### 1.1 Purpose of this RFP

The purpose of this request for proposals (“**RFP**”) is to invite eligible Proponents to prepare and submit Proposals to design, build, finance and maintain the Swift Current Long Term Care Centre (the “**Project**”) under a long-term project agreement (the “**Project Agreement**”).

### 1.2 Eligibility to Participate in this RFP

Through a request for qualifications (“**RFQ**”) issued August 14, 2013 by the Cypress Regional Health Authority (the “**Authority**”), the following consortia are qualified to participate in this RFP:

- Integrated Team Solutions;
- Plenary Health; and
- Willow Healthcare Partners.

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

## 2. RFP PROCUREMENT PROCESS

### 2.1 Estimated Timeline

The following is the Authority’s estimated timeline for the Project:

Activity	Timeline
Issue RFP and Initial Draft Project Agreement to Proponents	November 27, 2013
Kick-Off Meeting (all Proponents)	December 17, 2013
Business to Business Network Meeting	December 17, 2013
First Collaborative Meeting	January 14, 15, 16, 2014
Second Collaborative Meeting	February 18, 19, 20, 2014
Interim Financial Review Submissions	March 10, 2014
Third Collaborative Meeting (discuss Interim Financial Review Submission)	March 18, 19, 20, 2014
Issue Final Draft Project Agreement	April 4, 2014
Technical Submission	April 16, 2014
Initial AIRS Submission	April 16, 2014



Interim AIRS Submission	April 29, 2014
Final AIRS Submission	May 21, 2014
Invitation to Submit Financial Submission	May 26, 2014
Financial Submission	June 3, 2014
Selection of Preferred Proponent	July 2014
Conformation of the Project Agreement	July to August 2014
Financial Close	August 2014
Construction Commences	August 2014
Service Commencement	April 2016

This estimated timeline is subject to change at the sole and absolute discretion of the Authority.

## 2.2 Collaborative Meetings

The Authority will make available certain of its personnel, consultants and advisors (the “**Authority Representatives**”) to participate in Collaborative Meetings with the Proponents. The Authority expects the Collaborative Meetings to take place as follows:

- (a) the purpose of the Collaborative Meetings is to provide a process that will assist the Proponents to develop optimal solutions for the Project while minimizing the risk that a Proponent’s solution is unresponsive to the Authority’s requirements, and in particular:
  - (1) to permit the Proponent’s Representatives to provide the Authority’s Representatives with comments and feedback on material issues such as affordability or provisions of the Initial Draft Project Agreement; and
  - (2) to permit a Proponent to discuss with the Authority potential solutions and approaches that the Proponent may be considering for various aspects of its Proposal;
- (b) at least 5 Business Days in advance each round of Collaborative Meetings each Proponent should provide the Authority with a proposed meeting agenda, a list of prioritized issues it would like to discuss, and any materials relevant to such issues. The Authority may provide Proponents with comments on the agenda and a list of any prioritized issues the Authority would like to discuss;
- (c) the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;

- (d) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Authority and to fulfill the objectives of the Collaborative Meeting provided that the Authority may, in its discretion, limit the number of participants at any one meeting. Participation in Collaborative Meetings is in person only;
- (e) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Authority during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative Meetings to anything said or provided by Proponents, will not in any way bind the Authority and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent;
- (f) if for the purposes of the preparation of its Proposal a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of this RFP or the Project Agreement, request an Addendum to this RFP clarifying and amending the provision in question;
- (g) by participating in the Collaborative Meetings a Proponent confirms its agreement with these procedures and acknowledges that the meetings are an integral part of the procurement process as described in this RFP and are in the interests of all parties;
- (h) the Authority anticipates holding three or more Collaborative Meetings with each Proponent prior to the Submission Time for Technical Submissions. Following the release of the RFP, the Authority will consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Authority considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Authority may, in its discretion, amend the anticipated schedule;
- (i) Proponents may request that the Authority schedule additional Collaborative Meetings on specific topics by providing the request in writing to the Contact Person with proposed dates and details of the topic or topics to be discussed; and
- (j) it is expected that Collaborative Meetings will be held in Regina, Saskatchewan.

### 2.3 Kick-Off Meeting (All Proponents)

The Authority intends to coordinate a session with Proponent Teams that includes a site tour and an overview of LEAN design work completed. It is anticipated that the Kick-Off Meeting and Business-to-Business Networking Session will take place on the same day.

### 2.4 Business-to-Business Networking Session

The Authority intends to coordinate a session with Proponent Teams and local contractors, suppliers and businesses ("**Business-to-Business Networking Session**") to provide an opportunity for:

- (a) local contractors, suppliers, businesses and potential employees who might be interested in working with, or providing products and services to, the Preferred Proponent to meet the Proponent Teams; and
- (b) Proponent Teams to enhance their knowledge, understanding and awareness of local goods, labour pool and services and to build relationships with local contractors, suppliers and businesses.

The Authority believes that this session is an important part of the process and is in the interests of all parties to attend. The Authority encourages all Proponents to attend.

### 2.5 Comments on the Project Agreement

Each Proponent should review the Initial Draft Project Agreement for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Project Agreement, including with respect to commercial, legal, design and construction, and facilities management matters;
- (b) at least 5 Business Days in advance of the Collaborative Meeting at which a Proponent wishes to discuss the Initial Draft Project Agreement, each Proponent should provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft Project Agreement using the Proponent Comments Form attached as Appendix E, together with the agenda and issues list described in Section 2.2(b); and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the Collaborative Meetings and may respond to some or all of the comments received, and will amend the Initial Draft Project Agreement as the Authority may determine in its discretion.

Prior to the Submission Time for Technical Submissions, the Authority intends to issue by Addendum one or more revised drafts of the Project Agreement, including one that will be identified as the Final Draft Project Agreement (the “**Final Draft Project Agreement**”). The Authority may further modify the Final Draft Project Agreement by Addendum prior to the Submission Time for Financial Submissions. The Final Draft Project Agreement will be the common basis for the preparation of all Proposals, and Proponents should not in their Proposal make any modifications, changes or additions to the Final Draft Project Agreement except for modifications, changes or additions to the Performance Specifications as provided for in Section 4.4 or modifications, changes or additions provided for in Section 8.2.

## **2.6 Data Room**

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

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

## **2.7 Interim Financial Review on Affordability**

It is in the interests of the Authority and all Proponents to identify at an early stage of the procurement whether the Project, as defined in this RFP, is affordable within the limits set out in Section 4.

Accordingly, Proponents and the Authority may raise affordability at any Collaborative Meeting and will conduct an interim financial review as follows:

- (a) the purpose of the interim financial review is to give early warning of any difficulty in staying within the Affordability Ceiling, and to permit the Authority and the Proponents to consider and implement steps so that the Competitive Selection Process can proceed with confidence that Proposals will be within the Affordability Ceiling;
- (b) at least 5 Business Days prior to the Third Collaborative Meeting, each Proponent should submit an Interim Financial Review Submission to the Authority, including:

- (1) a breakdown of preliminary capital and operating cost assumptions (nominal) by reference to the cost categories specified in and by completing Appendix L;
  - (2) its best estimate of the Proposal Net Present Cost to the Authority using the Affordability Model as described in Section 4.2 based upon its expected funding terms, and
  - (3) a summary of the proposed Financing Plan containing the high level aspects of information as contemplated in Section 4.5.1 of Appendix B.
- (c) while not prescribing the form of the Interim Financial Review Submission, the Authority is expecting it to be no more than 10 pages in length and to include cost and input assumptions in sufficient detail to allow the Authority to understand the Proponent's cost base (with at least all major cost headings included) and financing structure;
- (d) the Authority will retain each of the Interim Financial Review Submissions as strictly confidential, and will invite each Proponent, as part of the Third Collaborative Meeting, to discuss any aspect of its submission, including any recommendations for amendment of the Project requirements if a Proponent determines that the Project as described will exceed the Affordability Ceiling; and
- (e) unless expressly referred to or included by reference in its Proposal, a Proponent's Interim Financial Review Submission will not be considered part of its Proposal and the Authority will not consider or evaluate it as to adequacy, quality, content or otherwise.

The Authority understands that the values indicated in a Proponent's Interim Financial Review Submission is not a commitment and that all aspects could change in the final Proposal.

### **3. KEY PROJECT ELEMENTS**

The Final Draft Project Agreement will contain the detailed requirements for the Project and will be the basis for Proposals.

Any description or overview of the Initial Draft Project Agreement or the Final Draft Project Agreement in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Initial Draft Project Agreement or the Final Draft Project Agreement. If there are any inconsistencies between the terms of the Final Draft Project Agreement and the description or overview of those terms set out in this RFP or the Initial Draft Project Agreement, the terms of the Final Draft Project Agreement will prevail.

#### **3.1 Design and Construction**

Project Co will be responsible for all aspects of the design and construction of Facility in accordance with the Project Agreement.



The Authority has completed an Indicative Design, which does not fully reflect the requirements described within the Project Agreement but was used to test the functional program. The Authority intends to upload the Indicative Design to the Data Room. Any use by a Proponent of any or all aspects of the Indicative Design will be entirely at the Proponent's own risk.

At a high level, Project Co will be responsible for:

- (a) obtaining necessary permits, approvals and authorizations, including those required pursuant to applicable federal, provincial and municipal regulatory and approving authorities;
- (b) site preparation, including road and other civil works required to accommodate the Project;
- (c) all design and construction obligations according to the requirements outlined in the Project Agreement;
- (d) the connection of utilities and other site services at the property line;
- (e) testing and commissioning the Facility; and
- (f) substantial completion of the Facility.

Proponents should develop a Project schedule with a Target Service Commencement Date that is not later than April 1, 2016 and may be as early as February 1, 2016.

### 3.2 Municipal Approvals

In accordance with the Project Agreement, Project Co will be responsible for obtaining all permits and approvals required for the design and construction of the Facility and to ensure that its design for the Facility complies with the applicable zoning and related City of Swift Current, Saskatchewan (the "**City**") requirements.

The Authority has initiated preliminary discussions with respect to City requirements for the Project and the Competitive Selection Process, including:

- (a) zoning;
- (b) land title transfer;
- (c) City Engineering Department requirements; and
- (d) the enclosed corridor link between the Facility and the Existing Cypress Regional Hospital (the "**Hospital Link**"), part of which will be situated on City property.

Pursuant to the Project Agreement, Project Co will have the responsibility to obtain the City's approval for utility connections, road alignments and other matters.

### **3.2.1 Site Zoning**

The Authority and City are in the process of re-zoning the Project site. Refer to the City's letter to SaskBuilds November 12, 2013, a copy of which has been placed in the Data Room, for more information regarding the re-zoning. It is anticipated that the zoning process will be completed in March 31, 2014.

### **3.2.2 Land Title Transfer**

The Project site is currently comprised of three separate parcels owned by the Authority and the City. After re-zoning of the Project site is complete the City intends to transfer to the Authority all land titles for the Project site that are currently owned by the City. The Authority anticipates this will be completed by March 31, 2014.

### **3.2.3 City Engineering Department Requirements**

The City has been requested to provide information about the location and capacity of off-site services, site access and egress, and other local requirements. Information will be made available in the Data Room.

### **3.2.4 Swift Current Integrated Facility Master Plan (Draft)**

The Facility is a component of the Swift Current Integrated Facility Master Plan. The Authority and the City have been working together to develop an integrated complex of public facilities that are interconnected and complementary. The City's recreational centre is in the planning phase and construction is expected to be completed after the Facility. The Facility, including the Hospital Link, should follow the design guidelines described in the Swift Current Integrated Facility Master Plan.

### **3.2.5 The Hospital Link**

The Authority and the City have reached agreement on the development of the Hospital Link. The Hospital Link will be constructed on both Authority and City owned property, and will be designed to accommodate a future connection to the City's proposed new recreation and wellness facility. Project Co will be responsible to design and construct the Hospital Link and to maintain the portion of the Hospital Link that is situated on the Project Lands. The Authority will be responsible to maintain the portion of the Hospital Link that is located on City property and on the Authority's Cypress Regional Hospital property south of the City property.

Proponents may request separate and confidential meetings with the City prior to the Submission Time for Technical Submissions to allow Proponents to obtain information they may require for the preparation of Proposals. All requests for Proponent meetings with the City must be made to the Contact Person. All Proponent meetings with the City may include an Authority Representative, at the Authority's discretion. Proponents are not permitted to schedule meetings directly with the City with regard to the Project.

### **3.3 Equipment**

Project Co will be responsible for designing the Facility to accommodate the installation, operation, repair and maintenance of equipment required as part of the Facility operations, or for the intended uses of the Facility, in accordance with the Project Agreement. The Authority and Project Co will be responsible to procure and deliver the equipment in accordance with Appendix 2D [Equipment and Furniture] of the Project Agreement.

### **3.4 Services**

Project Co will be responsible for providing the following services over the term of the Project Agreement:

- (a) facility maintenance services;
- (b) roads, parking, grounds and landscaping maintenance services;
- (c) utilities management services;
- (d) general management services;
- (e) help desk services; and
- (f) pest control services.

Refer to Appendix 4D of the Initial Draft Project Agreement for help desk services. For all other services, refer to Appendix 4C of the Initial Draft Project Agreement.

### **3.5 Energy**

The Project Agreement will include provision for a design and construction energy target. Refer to Appendix 2C [Energy].

### **3.6 Performance and Payment Mechanisms**

Project Co will receive payment in accordance with the terms of the Project Agreement, including Schedule 8 [Payments] of the Project Agreement.

Following Service Commencement, the Authority will pay monthly Service Payments (capital, facility maintenance, life cycle) to Project Co subject to deductions for unavailability and/or failure to satisfy specified key performance indicators. Details of the payment mechanism are provided in the Project Agreement, including Schedule 8 [Payments] of the Project Agreement.



## 4. AFFORDABILITY

A key objective of the Competitive Selection Process is to maximize the Project scope while meeting the Project's Affordability Ceiling requirements.

### 4.1 Affordability Ceiling

The Authority has established a mandatory affordability ceiling (the "**Affordability Ceiling**") for the Project, on which Project approvals have been based, of \$103.5 million. Each Proponent must ensure that its Proposal Net Present Cost as at the Submission Time for Financial Submissions does not exceed the Affordability Ceiling.

### 4.2 Affordability Model

The Authority has developed an Affordability Model for the Proponents to use to determine their Proposal Net Present Cost to test against the Affordability Ceiling.

Each Proponent is required to calculate its Proposal Net Present Cost using the Affordability Model provided by the Authority. The Affordability Model is available in the Data Room as "Affordability Model.xls". The Affordability Model workbook includes instructions on how it is to be populated and run.

Proponents are to incorporate the Affordability Model into their Financial Model and ensure the inputs to the Affordability Model are consistent with the outputs from the Financial Model.

The Authority reserves the right to recalculate or make such adjustments to the Affordability Model and to any Proponent's use of the Affordability Model as the Authority determines, in its discretion, is appropriate.

### 4.3 Life Cycle Costs

Each Proponent may propose that the portion of its proposed Service Payments that covers life cycle costs be either uniform or non-uniform. If proposing a non-uniform approach, the proposed life cycle payments schedule should be consistent with the Proponent's life cycle/capital replacement plan as contemplated under the Final Draft Project Agreement.

### 4.4 Scope Ladder

If not all of the elements of the Performance Specifications are achievable within the Affordability Ceiling, a Proponent may propose to reduce the scope of the Project by one or more of the scope items set out in an approved list (the "**Scope Ladder**"). Proponents proposing reductions to the scope of the Project

should limit their proposed reductions to items identified by the Authority in the Scope Ladder, and reductions should only be made in the order set out in the Scope Ladder (e.g., the Scope Ladder item ranked 1 is to be used first).

A list of Scope Ladder items will be provided by Addendum.

## **5. PROPOSAL REQUIREMENTS**

### **5.1 Participation Agreement**

As a condition of participating in this RFP each Proponent and each of its Equity Providers must sign and deliver to the Contact Person a Participation Agreement, substantially in the form attached as Appendix F or otherwise acceptable to the Authority in its discretion. Proponents will not be permitted to participate in Collaborative Meetings or participate further in the Competitive Selection Process unless and until they have signed and delivered a Participation Agreement as required by this Section.

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

Proposals should be in the form and include the content described in Appendix B. Each Proponent may only submit one Technical Submission and, if invited to do so, one Financial Submission.

### **5.3 Financing Plan**

Proponents should include, in their Financial Submission, a Financing Plan as contemplated in Section 4.5.1 of Appendix B.

### **5.4 Interest Rate Benchmarks**

Interest rate benchmarks (the “**Benchmarks**”) are available, at the Proponent’s option, to adjust components of its Senior Credit Facility pricing (including reinvestment products associated with a Senior Credit Facility) between Financial Submission and Financial Close. To facilitate the rate setting process, an Advance Interest Rate Submissions (“AIRS”) process will be used over the RFP phase prior to the selection of a Preferred Proponent. Once a Preferred Proponent is selected, detailed base rate setting protocols as applicable will be developed in conjunction with the Preferred Proponent.

Benchmarks are:

- (a) Senior Debt Base Rate Benchmark: established by reference to Government of Canada benchmark bonds.

This Benchmark is used to establish the Senior Debt base rate for the Proponent's Financial Submission and to establish the calculation for determining the relevant base rate at Financial Close.

- (b) Swapped Senior Debt Base Rate Benchmark: established by reference to CAD swap yields and CAD basis swap yields.

This Benchmark is used to establish the Senior Debt swapped base rate for the Proponent's Financial Submission and to establish the calculation for determining the relevant swapped base rate at Financial Close.

- (c) Reinvestment Base Rate Benchmark: established by reference to either of the approaches outlined in (a) and (b) above depending on the nature of the reinvestment product.

This Benchmark is used to establish the reinvestment product base rate for the Proponent's Financial Submission and to establish the calculation for determining the relevant reinvestment product base rate at Financial Close.

Benchmarks (excluding the Reinvestment Base Rate Benchmark) may be applied to any Senior Credit Facility that is designated by a Proponent during the Advance Interest Rate Submission process as an Adjustment Credit Facility. Any Senior Credit Facility not so designated will not be adjusted following the Financial Submission.

The Reinvestment Base Rate Benchmark may be applied to any reinvestment product that is included in the Proponent's Financial Model and that is associated with any portion of the Senior Credit Facilities. Such reinvestment product must be designated by the Proponent during the Advance Interest Rate Submission process as an Adjustment Credit Facility. Any reinvestment product not so designated will not be adjusted following the Financial Submission.

## **5.5 Advance Interest Rate Submissions (AIRS)**

There are three Advance Interest Rate Submissions (AIRS) to determine the method for calculating the Benchmarks and their values: Initial AIRS, Interim AIRS and Final AIRS. Details and submission requirements relating to each of these AIRS are contained in Appendix K.

### **5.5.1 Senior Debt Base Rate Fluctuation Risk (including reinvestment products)**

If a Proponent submits all of an Initial AIRS, an Interim AIRS and a Final AIRS with respect to base rates in accordance with the provisions of this RFP, and the Authority has advised the Proponent that such AIRS are acceptable to the Authority, then subject to the provision of this RFP the Authority will assume the risk of any changes in base rates (both up and down) affecting the relevant Adjustment Credit

Facilities only, in respect of the period commencing from and including the date the Authority provides the information with respect to the Final AIRS (as contemplated in the section titled “Information to be Provided by the Authority” in Appendix K) up to and including the date of Financial Close.

#### 5.5.2 Interest Rate Assumptions in the Financial Submission Financial Model

If a Proponent submits all three of an Initial AIRS, an Interim AIRS and a Final AIRS with respect to base rates in accordance with the provisions of this RFP, and the Authority has advised the Proponent that all three such AIRS are acceptable to the Authority, then subject to the provision of this RFP the Proponent is to use the base rate agreed during the Final AIRS process for the relevant Adjustment Credit Facilities in its Financial Model submitted as part of its Financial Submission.

#### 5.5.3 Dry Runs

If the Preferred Proponent is a Proponent that submitted an Initial AIRS, an Interim AIRS and a Final AIRS in accordance with the provisions of this RFP, and the Authority has advised the Proponent that such AIRS were acceptable to the Authority, then prior to Financial Close the Preferred Proponent will undertake several “dry runs” with the Authority so that the parties are familiar with, and agree on, the technical process for determining the base rates and incorporating the results into the Financial Model to be included in Schedule 15 [Financial Model] of the Project Agreement.

## 6. SUBMISSION INSTRUCTIONS

### 6.1 Submission Times and Submission Location

With respect to the delivery of Proposals:

- (a) **Technical Submission:** Proponents must submit the technical portion of the Proposal to the Submission Location by the Submission Time for Technical Submissions. The Technical Submission should be made up of the following:
  - (1) the cover letter (and all attachments) to the Technical Submission as described in the Technical Submission Section of Appendix B; and
  - (2) the portion of the Proposal Requirements described in the Technical Submission Section of Appendix B.
- (b) **Advance Interest Rate Submission:** If a Proponent intends to submit an Advance Interest Rate Submittal, the Proponent is to submit the Advance Interest Rate Submittal in accordance with the provisions of this RFP, including Appendix B.

(c) **Financial Submission:** If invited to do so pursuant to Section 7.2, Proponents must submit the financial portion of the Proposal to the Submission Location by the Submission Time for Financial Submissions. The Financial Submission should be made up of the following:

- (1) a completed Proposal Declaration Form in the form attached as Appendix C;
- (2) the cover letter (and all attachments) to the Financial Submission as described in the Financial Submission Section of Appendix B;
- (3) one or more commitment letters, substantially in the form of Appendix G;
- (4) the portion of the Proposal Requirements described in the Financial Submission Section of Appendix B;
- (5) the completed Pricing Forms as described in Appendix B;
- (6) if and to the extent required in order to keep the Proposal from exceeding the Affordability Ceiling, written descriptions of:
  - i. proposed amendments to the scope of the Project, made in accordance with Section 4.4; and
  - ii. amendments to its Technical Submission if reasonably required as a direct result of such scope changes; and
- (7) an independent Financial Model audit, for the benefit of, and reliance of, the Authority.

## 6.2 Number of Copies

For each of its Technical Submission and Financial Submission, a Proponent should submit six hard copies (five bound copies numbered 1 through 5; plus one unbound copy marked as “Master”) and one electronic copy (CD or USB flash drive in PDF, .DWG and Microsoft Excel 2010 formats as appropriate, without security), appropriately packaged and clearly marked “Request for Proposals for Swift Current Long Term Care Centre Project”, except the Financial Model, which should be submitted in electronic (CD or USB flash drive) form only. For the Initial AIRS, Interim AIRS and Final AIRS, a Proponent should submit an electronic copy (PDF and Excel 2010 file formats as appropriate, no security).

### 6.2.1 Electronic Copy of Technical Submissions

To facilitate the Authority’s evaluation, Proponents should provide their electronic copies of their Technical Submissions in a number of separate files. As a minimum breakdown, and with reference to Appendix B, Proponents should provide individual files for the following Submission Requirement sections:

- (a) Entire Technical Submission
- (b) Package 1 Transmittal Package
- (c) Package 2 Project Co Management
- (d) Package 3 General Package Requirements
- (e) 3.1 Project Approach, Management and Construction
- (f) 3.2 Design
- (g) 3.3 Services

In addition, Proponents should provide individual files for each drawing or sketch logically organized in folders for each discipline with a reference to the specific Submission Requirement section.

### **6.3 No Fax or Email Submission**

Proposals submitted by fax or email will not be accepted, except for the Initial, Interim and Final AIRS related submission items which can be submitted by email.

### **6.4 Language of Proposals**

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

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

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time for Technical Submissions. The Authority accepts no responsibility for any Proponent lacking any portion of this RFP.

### **6.6 Enquiries**

Proponents are encouraged to submit Enquiries using the Enquiry Request Form (Appendix I) at an early date to permit consideration by the Authority:

- for Enquiries of a technical nature: prior to 11:00am Local Saskatchewan Time on the day that is 10 Business Days before the Submission Time for Technical Submissions; and
- for Enquiries of a financial nature: prior to 11:00am Local Saskatchewan Time on the day that is 5 Business Days before the Submission Time for Financial Submissions.

The Authority may, in its discretion, decide not to respond to any Enquiry.

All Enquiries regarding any aspect of this RFP should be directed to the Contact Person by email, and the following applies to any Enquiry:

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the Authority;
- (c) the Authority is not required to provide a response to any Enquiry;
- (d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry "Commercial in Confidence" if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (e) if the Authority decides that an Enquiry marked "Commercial in Confidence", or the Authority's response to such an Enquiry, must be distributed to all Proponents, then the Authority will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Authority may provide its response to all Proponents;
- (f) notwithstanding Sections 6.6 (d) and 6.6 (e):
  - (1) if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as "Commercial in Confidence", the Authority may provide a response to such Enquiry to all Proponents; and
  - (2) if the Authority determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked "Commercial in Confidence", the Authority may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

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

## **6.7 Electronic Communication**

Proponents should only communicate with the Contact Person by email. Other methods of communication, including telephone or fax, are discouraged.

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



- (a) the Authority does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - (1) for ensuring that any electronic email system being operated for the Authority or SaskBuilds is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
  - (2) if a permitted email communication or delivery is not received by the Authority or SaskBuilds, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

## 6.8 Addenda

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

## 6.9 Intellectual Property Rights

### (a) Grant of Licence

Subject to Section 6.9 (b), by submitting a Proposal, each Proponent will, and will be deemed to have:

- (1) granted to the Authority a royalty-free licence without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the "**Intellectual Property Rights**") contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Authority; and
- (2) waived or obtained a waiver of all moral rights contained in the Proposal.

Proponents will not be responsible or liable for any use by the Authority or any sub-licensee or assignee of the Authority of any Intellectual Property Rights contained in a Proposal.



(b) Exceptions to Licence

The licence granted under Section 6.9 (a) does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Authority that it owns or has, and will continue to own or have at the Submission Time for Technical Submissions, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Authority and, subject to the foregoing exceptions, has the right to grant a licence of such Third Party Intellectual Property Rights in accordance with Section 6.9 (a).

**6.10 Definitive Record**

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the document in the custody and control of the Authority prevails.

**6.11 Amendments to Proposals**

A Proponent may:

- (a) amend any aspect of its Technical Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Technical Submissions;
- (b) amend any aspect of its Financial Submission by delivering written notice, or written amendments, to the Submission Location prior to the Submission Time for Financial Submissions; and
- (c) in its Financial Submission, amend its Technical Submission as contemplated in Section 6.1 (c).

A Proponent may not amend any aspect of its Proposal except as set out above.

**6.12 Changes to Proponent Teams**

If for any reason a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after it was shortlisted by the Authority under the RFQ, or to remove a member of its team, or to include new members on its team, or there is a material change in ownership or control of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the

change. The Authority, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponents. For clarity:

- (a) the Authority may refuse to permit a change to the membership of a Proponent Team if the change would, in the Authority's judgment, result in a weaker team than was originally shortlisted; or
- (b) the Authority may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally shortlisted.

The Authority's approval may include such terms and conditions as the Authority may consider appropriate.

### **6.13 Validity of Proposals**

By submitting a Proposal, each Proponent agrees that:

- (a) its Proposal, including all prices and input costs (with the exception of permitted adjustments to interest rates and credit margins in accordance with the terms of this RFP), will remain fixed and irrevocable from the Submission Time for Financial Submissions until midnight at the end of the 90<sup>th</sup> Business Day following the Submission Time for Financial Submissions (the "**Proposal Validity Period**"); and
- (b) after the expiry of the Proposal Validity Period, all prices and input costs (except senior debt margins) in its Proposal may not be adjusted unless the Proponent provides notice to the Authority of any proposed adjustment and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs are required solely as a direct result of one or more events that:
  - (1) are external to the Proponent and the Proponent Team members;
  - (2) could not have been prevented by, and are beyond the control of, the Proponent and any of its Proponent Team members; and
  - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate in its Proposal a Proposal Validity Period that exceeds 90 Business Days.

#### **6.14 Material Change After Submission Time for Financial Submissions**

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after the Submission Time for Financial Submissions, including a change to its membership or a change to the Proponent's financial capability.

#### **6.15 Acceptable Equivalents**

The Performance Specifications are intended to generally be performance-based, but include in some instances specifically required elements of Design and Construction, such as products, materials, equipment, and technical systems that the Authority considers are important to meet the Authority's objectives. However, the Authority wishes to provide some flexibility for Proponents to propose equivalent elements that on an overall basis may, in accordance with the process below, be considered by the Authority in its discretion to meet the Authority's objectives.

A Proponent may submit an Enquiry marked "Commercial in Confidence" that identifies the section(s) in the Performance Specifications that contain the element for which the Proponent wishes to propose an equivalent, the proposed equivalent that it considers will be equal to or better than the specified element in meeting the Authority's objectives, and supporting materials. The Authority may, in its discretion, request additional supporting materials.

The Authority may, in its discretion:

- (a) respond to indicate that the proposed equivalent is acceptable;
- (b) respond to indicate that the Authority does not consider the proposed equivalent to be acceptable;
- (c) not respond to the Enquiry; or
- (d) provide any other response in accordance with Section 6.6.

The provisions of Section 6.6 relating to "Commercial in Confidence" Enquiries will apply, including with respect to withdrawal of an Enquiry, Enquiries by more than one Proponent on the same or similar topics, or the Authority's determination if there is a matter which should be brought to the attention of all Proponents.

If the Authority responds to a "Commercial in Confidence" Enquiry, or responds to any Enquiry that is not "Commercial in Confidence", regarding a proposed equivalent to indicate that the proposed equivalent is acceptable, a Proponent may make its Technical Submission on the basis of the response, and the use of

the acceptable equivalent will not in and of itself be a failure to meet the requirements set out in Appendix A.

Unless the Authority responds to indicate that a proposed equivalent is acceptable, a Proponent is at risk that the use of a proposed equivalent will not substantially meet the requirements set out in Appendix A and that the Authority may not invite the Proponent to provide a Financial Submission.

The Authority will be under no obligation to provide the indication of acceptability of the proposed equivalent to the Proponent or to any other Proponent.

Despite any indication by the Authority of the acceptability of an equivalent, Project Co remains responsible for fulfilling all of its obligations and responsibilities under the Project Agreement.

Following selection of the Preferred Proponent, the Project Agreement will, in accordance with Section 8.2, be amended to include all acceptable equivalent(s) used by that Preferred Proponent, or negotiated by the Authority and the Preferred Proponent, whether or not proposed by any other Proponent.

## **7. EVALUATION**

### **7.1 Mandatory Requirements**

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

- (a) the Proponent and each of its Equity Providers must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 5.1;
- (b) the Technical Submission must be received at the Submission Location before the Submission Time for Technical Submissions and, if invited to submit such, the Financial Submission must be received at the Submission Location before the Submission Time for Financial Submissions; and
- (c) the Proposal Net Present Cost as at the Submission Time for Financial Submissions must not exceed the Affordability Ceiling.

Subject to Section 7.2, the Authority reserves the right to evaluate any Proposal where the Scope Ladder has been exhausted and the Affordability Ceiling has not been met, but will do so only if the Proposals received from all the Proponents do not meet the Affordability Ceiling as per Section 7.1 (c) above.

### **7.2 Evaluation of Proposals**

The Authority will evaluate Proposals in the manner set out in Appendix A. The Authority will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The Authority may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the Authority considers that any Proposal, including the Technical Submission or the Financial Submission, or any part of a Proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the Authority that the Proposal meets any requirements of this RFP at any time, or for any other reason the Authority in its discretion deems appropriate and in the interests of the Authority and this RFP, or either of them:

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy except in respect of Mandatory Requirements (but subject to the Authority's right with respect to the Affordability Ceiling requirement as set out in Section 7.1), and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, including any Technical Submission or Financial Submission, and disqualify the Proponent from this RFP; and
- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal, including with any Technical Submission or Financial Submission or any part of their component packages.

Without limiting the foregoing or Appendix A, the Authority may, in its discretion (and without further consultation with the Proponent), reject any Proposal which in the opinion of the Authority:

- (a) is materially incomplete or irregular;

- (b) contains omissions, exceptions or variations (including any modifications, changes or additions to the Final Draft Project Agreement, other than as provided for in Sections 4.4 or 8.2) not acceptable to, or material to, the Authority;
- (c) contains any false or misleading statement, claims or information; or
- (d) contains any false statements, criminal affiliations or activities by a Proponent or Proponent Team member.

To enable the Authority to take any one or more of the above-listed steps, the Authority may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Authority has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the ranking, of any Proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, information or documentation in respect of the Technical Submission after the Submission Time for Technical Submissions and in respect of the Financial Submission after the Submission Time for Financial Submissions, without the prior written approval of the Authority or without an invitation or request by the Authority.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the Authority's satisfaction, the Authority may, in its discretion, not consider such cited experience, capacity or other information.

The Authority is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proposal, or any part of any Proposal, including any Technical Submission or Financial Submission.

As part of the evaluation of a Technical Submission, the Authority may identify that the Authority is not satisfied that the Technical Submission meets one or more requirements of the Final Draft Project Agreement. The Authority may, but is not required to, reject that Proposal in accordance with the terms of this RFP. If the Authority does not exercise its discretion to reject the Proposal, the Authority may provide to the Proponent notice (which may be in one list or in multiple notices) of the items that the Authority is

not satisfied meet the requirements of the Final Draft Project Agreement. The Proponent will, if selected as Preferred Proponent, be required to comply with the requirements of the Final Draft Project Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal. By submitting its Financial Submission, a Proponent that has received such notices of non-compliance will be deemed to have agreed to comply with the requirements of the Final Draft Project Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Authority is not responsible for identifying all areas in which a Technical Submission does not meet the requirements of the Final Draft Project Agreement. Irrespective of whether the Authority has identified or has failed to identify any such areas (including whether the Authority has provided notice or not), a Proponent is not relieved in any way from meeting the requirements of this RFP, and if selected as Preferred Proponent will not be relieved from meeting all requirements of the Final Draft Project Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

The Authority will, subject to the provisions of this RFP, invite each Proponent that has delivered a Technical Submission that has not been rejected to submit a Financial Submission.

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

### **8.1 Selection and Award**

If the Authority selects a Preferred Proponent, the Proponent with the highest ranked Proposal will be selected as the Preferred Proponent, and the Authority will invite the Preferred Proponent to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

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

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- (b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

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

## 8.2 Final Draft Project Agreement

It is the intention of the Authority that:

- (a) any issues with respect to the Initial Draft Project Agreement will be discussed during the Collaborative Meetings and fully considered prior to issuance of the Final Draft Project Agreement; and
- (b) once issued, the Final Draft Project Agreement will not be further substantively modified and will be executed by the Preferred Proponent without further substantive amendment, except for changes, modifications and additions:
  - (1) relating to the determination by the Authority, in its discretion, of which:
    - i. parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Project Agreement or otherwise pursuant to express provisions of the Project Agreement; or
    - ii. modifications, changes or additions, if any, requested by a Proponent pursuant to Section 4.4 that are acceptable to the Authority;
  - (2) to those provisions or parts of the Final Draft Project Agreement that are indicated as being subject to completion or finalization, or which the Authority determines in its discretion require completion or finalization, including provisions that require:
    - i. modification or the insertion or addition of information relating to the Proponent's formation (e.g., corporate, partnership or trust structure) and funding structure; and
    - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its principal subcontractors (including each of the project contractors);
  - (3) required by the Authority to complete, based on the Proposal, any provision of the Final Draft Project Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Project Agreement;
  - (4) that are necessary to create or provide for a legally complete, enforceable and binding agreement;
  - (5) that enhance clarity in legal drafting;
  - (6) that reflect acceptable equivalents in accordance with Section 6.15; or
  - (7) that may be required as a consequence of Changed Funding Arrangements.



The Authority also reserves the right in its discretion to negotiate changes to the Final Draft Project Agreement and to the Preferred Proponent's Proposal.

Upon Financial Close, the Project Agreement, and the instruments and documents to be executed and delivered pursuant to it, supersede (except as expressly incorporated therein) the RFP and the Proposal submitted in respect of Project Co.

### **8.3 Preferred Proponent Security Deposit**

Subject to the terms of this RFP:

- (a) the Authority will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Authority, such date not to be earlier than 5 Business Days after notification of the appointment of the Preferred Proponent; and
- (b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Authority on or before the date and time specified by the Authority.

### **8.4 Return of Security Deposit**

Subject to Section 8.5, the Authority will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 Business Days after receipt by the Authority of notice of demand from the Preferred Proponent, if:
  - (1) the Authority exercises its right under Section 10.1 to terminate this RFP prior to entering into the Project Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
  - (2) the Authority fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Project Agreement finalized by the Authority in accordance with Section 8.2, provided that such failure is not the result of:
    - iii. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Project Agreement; or
    - iv. any extensions to the Proposal Validity Period arising from any agreement by the Authority to negotiate changes to the Final Draft Project Agreement pursuant to Section 8.2; or

- (b) within 10 Business Days after Financial Close with such Preferred Proponent.

### **8.5 Retention of Security Deposit**

Notwithstanding any receipt by the Authority of the notice described in Section 8.4, the Authority may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Authority's own use as liquidated damages, if:

- (a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- (b) after receipt of written notice from the Authority:
  - (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Project Agreement finalized by the Authority in accordance with Section 8.2; or
  - (2) Financial Close fails to occur within 20 Business Days (or such longer period as the parties may agree) of receipt of such notice from the Authority,

unless:

- (3) any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- (4) the Preferred Proponent demonstrates to the Authority's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Project Agreement for a continuous period of 125 Business Days as if the Project Agreement was in force and effect.

### **8.6 Communication Regarding Progress to Financial Close**

Between selection as Preferred Proponent and Financial Close, the Preferred Proponent must communicate regularly with the Authority with respect to progress towards Financial Close and also keep the Authority fully apprised on any credit market issues or other circumstances that could lead to material changes in Base Rates.

## 8.7 Changed Funding Arrangements

Without limiting the Authority's rights under this RFP, if at any time after selection of the Preferred Proponent the Proposal Net Present Cost exceeds the Affordability Ceiling, the Authority may request the Preferred Proponent to seek alternative funding arrangements, subject to the review and approval of the Authority; or the Authority may obtain additional or other funding; or the Authority and the Preferred Proponent may together seek any alternative funding arrangements (collectively, the "**Changed Funding Arrangements**"), and the parties may negotiate the Changed Funding Arrangements and any related matter.

## 8.8 Partial Compensation for Participation in this RFP

Upon execution of the Project Agreement, the Authority will pay \$300,000 (inclusive of any taxes payable) to each unsuccessful Proponent that:

- (a) complied with the Mandatory Requirements;
- (b) received an Invitation to Submit a Financial Submission;
- (c) has not withdrawn from the Competitive Selection Process or been disqualified by the Authority in accordance with the terms of this RFP; and
- (d) provides to the Authority written acknowledgment of:
  - (1) the disclaimers, limitations and waivers of liability and claims contained in this RFP, including Section 10.13; and
  - (2) the grant of Intellectual Property Rights to the Authority and waiver of moral rights pursuant to Section 6.9.

If the Authority exercises its right under Section 10.1 to terminate the RFP process prior to entering into the Project Agreement with a Proponent, the Authority will pay to each Proponent that satisfies the requirements (to the extent applicable) set out in (a) – (d) above the lesser of:

- (a) \$300,000 (inclusive of any taxes payable); and
- (b) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Authority exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 8.3 to be entitled to receive any such payment.

In determining whether to make available the partial compensation described in this Section 8.8, the Authority considered the potential value of obtaining the licence to the Authority of rights to the Intellectual Property Rights and the waiver of moral rights pursuant to Section 6.9. Accordingly, the Authority may in its discretion offer to pay up to \$300,000 (inclusive of any taxes payable) to a Proponent that is not otherwise entitled to payment under this Section 8.8 on conditions established by the Authority in its discretion. The conditions may include the Authority reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Authority granting licence rights to the Authority. Such arrangements will not be governed by this RFP.

### **8.9 Debriefs**

The Authority will, following Financial Close, upon request from a Proponent within 40 Business Days of Financial Close, conduct a debriefing for that Proponent.

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

### **9.1 Reservation of Rights to Disqualify**

The Authority reserves the right to disqualify any Proponent that in the Authority's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority.

### **9.2 Relationship Disclosure**

Each Proponent, including each member of the Proponent Team, should fully disclose all relationships they may have with the Authority, any Restricted Party, or any person providing advice or services to the Authority with respect to the Project or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage:

- (a) by submission of completed Relationship Disclosure Forms with its Proposal; and
- (b) at any time during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The

Proponent will provide such additional information and documentation and implement such additional measures as the Authority or the COI Adjudicator may require in its discretion in connection with the consideration of the disclosed relationship and proposed measures.

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

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

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

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or obtains advice or assistance in relation to the Project from any Restricted Party, or includes any Restricted Party in the Proponent Team.

### **9.4 Current Restricted Parties**

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

- (a) Joan Young, McMillan LLP (Fairness Advisor);
- (b) Bull, Housser & Tupper LLP (Legal Advisor);
- (c) Facility Advisor Team, including:
  - (1) Group2 Architecture Interior Design Inc.;
  - (2) Entuitive;
  - (3) TYZ Engineering Ltd.;
  - (4) Ritenburg & Associates Ltd.;
  - (5) Genivar; and
  - (6) Crosby Hanna & Associates.
- (d) ZW Project Management Group;
- (e) Rabig Consulting;

- (f) Spiegel Skillen + Associates Ltd.;
- (g) John Black and Associates LLC;
- (h) RBM Architecture;
- (i) Pacific Meridian Consulting Inc.;
- (j) Deloitte LP;
- (k) the Honourable Eugene A. Scheibel (COI Adjudicator); and
- (l) the Authority, Ministry of Health, SaskBuilds and Partnerships BC, and their former and current employees who fall within the definition of Restricted Party.

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

### **9.5 Conflict of Interest Adjudicator**

The Authority has appointed a Conflict of Interest Adjudicator (the “**COI Adjudicator**”) to provide decisions on conflicts of interest, unfair advantage or exclusivity issues, including whether any person is a Restricted Party. The Authority may, at its discretion, refer matters to the COI Adjudicator.

### **9.6 Request for Advance Decision**

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision by submitting to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions, by email, the following information:

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

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

If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

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

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

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

### **9.8 Decisions Final and Binding**

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

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

### **9.9 Shared Use**

A Shared Use Person is a person identified by the Authority as eligible to do work for more than one Proponent, including a person who has unique or specialized information or skills such that the Authority considers in its discretion their availability to all Proponents to be desirable in the interests of the Competitive Selection Process. Any Shared Use Person will be required to agree not to enter into exclusive arrangements with any Proponent.

As of the date of this RFP, no Shared Use Persons have been identified.

#### **9.10 Exclusivity**

Unless permitted by the Authority in its discretion or permitted as a Shared Use Person, each Proponent will ensure that no member of its Proponent Team, or any Affiliated Person of any member of its Proponent Team, participates as a member of any other Proponent Team.

If a Proponent contravenes the foregoing, the Authority reserves the right to disqualify the Proponent or may permit the Proponent to continue and impose such conditions as may be required by the Authority. Each Proponent is responsible, and bears the onus, to ensure that the Proponent, its Proponent Team members and their respective Affiliated Persons do not contravene the foregoing.

A Proponent or a prospective Proponent Team member who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this Section through the following process:

- (a) to request an advance decision on matters related to exclusivity, the Proponent or prospective Proponent Team member should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time for Technical Submissions by email, the following information:
  - (1) names and contact information of the Proponent or prospective Proponent Team member making the disclosure;
  - (2) a description of the relationship that raises the possibility of non-exclusivity;
  - (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
  - (4) copies of any relevant documentation.

The Authority may require additional information or documentation to demonstrate to the satisfaction of the Authority in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the Authority in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

##### **9.10.1 Exclusivity – the Authority May Request Advance Decisions**

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a matter related to exclusivity. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant



information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority will give notice to the Proponent so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 9.10.

#### **9.10.2 Exclusivity – Decisions Final and Binding**

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

The Authority may provide any decision by the Authority or the COI Adjudicator regarding matters related to exclusivity to all Proponents if the Authority, in its discretion, determines that the decision is of general application.

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

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

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

#### **10.2 No Contract**

Other than to the extent provided in the Participation Agreement, this RFP is not a contract between the Authority and any Proponent, nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of a Proposal, unless the Authority and the Preferred Proponent execute and deliver the Project Agreement, and then only to the extent expressly set out in the Project Agreement.

#### **10.3 Freedom of Information and Protection of Privacy**

All documents and other records in the custody of, or under the control of:

- (a) the Authority is subject to the Local Authority Freedom of Information and Protection of Privacy Act (“**LA FOIPPA**”) of Saskatchewan and other applicable legislation;
- (b) SaskBuilds and the Ministry of Health are subject to the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”) of Saskatchewan and other applicable legislation; and
- (c) Partnerships BC is subject to the Freedom of Information and Protection of Privacy Act (“**FOIPPA BC**”) of British Columbia and other applicable legislation.

By submitting a Proposal, the Proponent represents and warrants to the Authority that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Authority and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

#### **10.4 Cost of Preparing the Proposal**

Subject to Section 8.8, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

#### **10.5 Confidentiality of Information**

All information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority. Except as expressly stated in this RFP, and subject to the LA FOIPPA, FOIPPA, FOIPPA BC and other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under LA FOIPPA, FOIPPA, FOIPPA BC or other applicable legislation.

The Authority has engaged SaskBuilds and, through SaskBuilds, Partnerships BC. SaskBuilds and Partnerships BC have been and continue to be involved in other projects, and the Authority may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of this RFP, including limitations on “Commercial in Confidence” information under Section 6.6 (Enquiries) the Authority may in its discretion disclose information that is available from this Project to SaskBuilds and Partnerships BC and other projects and may obtain information from them regarding other projects.

## **10.6 Reservation of Rights**

The Authority reserves the right, in its discretion, to:

- (a) amend the scope of the Project and/or modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Authority's evaluation of the Proposals in accordance with Appendix A, and in particular the Authority is not obliged to select the Proposal with the lowest Proposal Net Present Cost;
- (c) disqualify a Proposal that fails to meet the Mandatory Requirements;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements (but subject to the Authority's right with respect to the Affordability Ceiling requirement as set out in Section 7.1), and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (e) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members subject to any payment required pursuant to Section 8.8;
- (f) re-advertise for new Proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this RFP;
- (h) negotiate any aspects of a Preferred Proponent's Proposal; and
- (i) amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

## **10.7 No Collusion**

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

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

#### **10.8 No Lobbying**

Proponents, Proponent Team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Government of Saskatchewan (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly, or any employee of the Authority), Partnerships BC, SaskBuilds, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, the Authority in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 8.8.

#### **10.9 Ownership of Proposals**

All Proposals submitted to the Authority become the property of the Authority.

#### **10.10 Disclosure and Transparency**

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

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

- (a) the RFP;
- (b) the number of Proponents; and

- (c) the name of Proponents.

Following Financial Close, the Authority expects to publicly disclose:

- (a) the Fairness Advisor's report;
- (b) a Project Report; and
- (c) the final Project Agreement excluding those portions that may be redacted pursuant to the application of LA FOIPPA.

Each Proponent agrees that:

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

#### **10.11 Fairness Advisor**

The Authority has appointed Joan Young (the "**Fairness Advisor**") to monitor the Competitive Selection Process. The Fairness Advisor will provide a written report to the Authority that the Authority will make public.

The Fairness Advisor will be:

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

Proponents may contact the Fairness Advisor directly with regard to concerns about the fairness of the Competitive Selection Process.

#### **10.12 Legal Advisor**

Bull, Housser & Tupper LLP is a Restricted Party. By submitting a Proposal, the Proponent expressly consents to Bull, Housser & Tupper LLP continuing to represent the Authority for all matters in relation to

this RFP and the Project, including any matter that is adverse to the Proponent, despite any information of the Proponent and any solicitor-client relationship that the Proponent may have had, or may have, with Bull, Housser & Tupper LLP in relation to matters other than this RFP and the Project. This Section is not intended to waive any of the Proponent's rights of confidentiality or solicitor-client privilege. The Authority reserves the right at any time to waive any provision of this Section.

### **10.13 Limitation of Damages**

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

- (a) agrees not to bring any Claim against the Authority, the government of Saskatchewan represented by the Ministry of Health, SaskBuilds, or Partnerships BC or any of its employees, advisors or representatives (including the Fairness Advisor and the COI Adjudicator) for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
  - (1) if the Authority accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
  - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Authority exercises any rights under this RFP; and
- (b) waives any and all Claims against the Authority, the government of Saskatchewan represented by the Ministry of Health, SaskBuilds, or Partnerships BC or any of its employees, advisors or representatives (including the Fairness Advisor and the COI Adjudicator) for loss of anticipated profits or loss of opportunity if no agreement is made between the Authority and the Proponent for any reason, including:
  - (1) if the Authority accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
  - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Authority exercises any rights under this RFP.

This Section does not limit the Authority's obligation to make payment under Section 8.8, but in no event will the Authority's liability exceed the amount calculated pursuant to Section 8.8.

## 11. DEFINITIONS AND INTERPRETATION

### 11.1 Definitions

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Project Agreement.

In this RFP:

**"Addenda"** or **"Addendum"** means an addendum to this RFP issued by the Contact Person as described in Section 6.8.

**"Adjustment Credit Facilities"** means a Senior Credit Facility and any reinvestment product associated with the unused portion of a Senior Credit Facility proposed to be adopted by a Proponent. It excludes Junior Credit Facilities, partner loan, short-term cash on deposit or any other investment product. The term "unused portion of a Senior Financing Agreement" specifically refers to a funding arrangement where bond proceeds are raised at Financial Close. The "unused portion" refers to those funds that are drawn, but not deployed. Any facility identified by the Proponent as an Adjustment Credit Facility in the AIRS process may have components of its Senior Credit Facility pricing (including reinvestment products associated with a Senior Credit Facility) between Financial Submission and Financial Close adjusted for benchmarks as outlined in Section 5.4.

**"Advance Interest Rate Submittal"** or **"AIRS"** has the meaning set out in Section 5.4.

**"Affiliated Persons"**, or affiliated persons, or persons affiliated with each other, are:

- (a) a corporation and
  - (1) a person by whom the corporation is controlled,
  - (2) each member of an affiliated group of persons by which the corporation is controlled, and
  - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2);
- (b) two corporations, if
  - (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,

- (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
- (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority-interest group of partners of the partnership, and each member of that majority-interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority-interest partner of the partnership;
- (e) two partnerships, if
  - (1) the same person is a majority-interest partner of both partnerships,
  - (2) a majority-interest partner of one partnership is affiliated with each member of a majority-interest group of partners of the other partnership, or
  - (3) each member of a majority-interest group of partners of each partnership is affiliated with at least one member of a majority-interest group of partners of the other partnership;
- (f) a person and a trust, if the person
  - (1) is a majority-interest beneficiary of the trust, or
  - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority-interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
  - (1) a majority-interest beneficiary of one of the trusts is affiliated with a majority-interest beneficiary of the other trust,
  - (2) a majority-interest beneficiary of one of the trusts is affiliated with each member of a majority-interest group of beneficiaries of the other trust, or
  - (3) each member of a majority-interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority-interest group of beneficiaries of the other trust.

**“Affordability Ceiling”** has the meaning set out in Section 4.1.

**“Affordability Model”** has the meaning set out in Section 4.2.



**“Authority”** means Cypress Regional Health Authority.

**“Authority Representatives”** has the meaning set out in Section 2.2.

**“Base Rate”** means the base interest rate for any proposed senior debt facility as shown in the Proponent’s Financial Model.

**“Benchmarks”** has the meaning set out in Section 5.4.

**“Business Day(s)”** means a standard day for conducting business in Saskatchewan, excluding government holidays and weekends.

**“Changed Funding Arrangements”** has the meaning set out in Section 8.7.

**“City”** means the City of Swift Current.

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

**“Collaborative Meetings”** has the meaning set out in Section 2.2.

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

**“Conflict of Interest Adjudicator”** or **“COI Adjudicator”** means the person described in Section 9.5.

**“Contact Person”** means the person identified as such in the Summary of Key Information.

**“Data Room”** has the meaning set out in Section 2.6.

**“Design-Builder”** of a Proponent means an individual, corporation, joint venture, partnership or other legal entity who will have the direct responsibility to design and build the Project, as identified in the Proponent’s Proposal and as may be changed pursuant to this RFP.

**“Design-Builder’s Project Lead”** means the individual responsible for leading the Design-Builder during the Project.

**“Design Lead”** means the individual employed or engaged by the design firm who is responsible for leading the design of the Project.

**“Construction Lead”** means the individual who will be responsible for leading the construction of the Project.

**“Enquiry”** has the meaning set out in Section 6.6.

**“Equity Provider”** of a Proponent means an individual, corporation, joint venture, partnership or other legal entity who will have an ownership or equity interest in the Project, as identified in the Proponent’s RFQ response and as may be changed pursuant to the RFQ or this RFP.

**“Facility”** means the Swift Current Long Term Care Centre.

**“Fairness Advisor”** has the meaning set out in Section 10.11.

**“Final AIRS”** has the meaning set out in Appendix K.

**“Final AIRS Submission Time”** means the date and time identified as such in the Summary of Key Information.

**“Final Draft Project Agreement”** has the meaning set out in Section 2.5.

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

**“Financial Model”** has the meaning set out in Section 4.5 of Appendix B.

**“Financial Submission”** has the meaning set out in Appendix B.

**“Financing Plan”** has the meaning set out in Section 4.4.1 of Appendix B.

**“FOIPPA”** has the meaning set out in Section 10.3.

**“FOIPPA BC”** has the meaning set out in Section 10.3.

**“Guarantor”** means an entity providing financial and/or performance support to the Design-Builder, Service Provider or Equity Provider by way of a guarantee or a commitment to provide equity or dedicated credit facilities to support the participation by the Design-Builder, Service Provider or Equity Provider in the Competitive Selection Process and the Project as described in the Respondent’s Response and as may be changed pursuant to this RFP.

**“Hospital Link”** has the meaning set out in Section 3.2.

**“Initial AIRS”** has the meaning set out in Appendix K.

**“Initial AIRS Submission Time”** means the date and time identified as such in the Summary of Key Information.

**“Initial Draft Project Agreement”** means the draft Project Agreement labeled “Initial Draft Project Agreement” and posted in the Data Room.

**“Intellectual Property Rights”** has the meaning set out in Section 6.9.

**“Interim AIRS”** has the meaning set out in Appendix K.

**“Interim AIRS Submission Time”** means the date and time identified as such in the Summary of Key Information.

**“Interim Financial Review Submission”** has the meaning set out in Section 2.7.

**“Junior Credit Facilities”** means any credit facility provided to Project Co by an Affiliate of Project Co.

**“Key Individuals”** of a Proponent means the specific individuals, exclusive to the Proponent, filling the following roles (or equivalent) in the Proponent’s Proposal. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual:

- Project Co’s Lead;
- Design-Builder’s Project Lead;
- Design Lead;
- Construction Lead; and
- Service Provider Lead.

**“LA FOIPPA”** has the meaning set out in Section 10.3.

**“Mandatory Requirements”** means the Proposal Requirements described in Section 7.1.

**“Participation Agreement”** has the meaning set out in Section 5.1.

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

**“Performance Specifications”** means the specifications for the design, construction and maintenance of the Facility as set out in the Project Agreement, including Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications].

**“Preferred Proponent”** means the Proponent selected by the Authority pursuant to this RFP to finalize the Project Agreement.

**“Preferred Proponent Security Deposit”** means an irrevocable letter of credit in the amount of \$500,000 in the form set out in Appendix H or in such other form acceptable to the Authority in its discretion.

**“Pricing Forms”** means the forms set out in Appendix B.

**“Project”** has the meaning set out in Section 1.1.

**“Project Agreement”** has the meaning set out in Section 1.1.

**“Project Co”** means the entity that enters into the Project Agreement with the Authority and leads the Project team through the term of the Project Agreement.

**“Project Co’s Lead”** means the individual responsible for leading Project Co to enter into the Project Agreement with the Authority and through the term of the Project Agreement.

**“Proponent”** means one of the consortia identified in Section 1.2.

**“Proponent Team”** means a Proponent Team Lead and its Design-Builder, its Service Provider, its Equity Providers, its Guarantor(s), and its Key Individuals.

**“Proponent Team Lead”** means the entity responsible for leading the Proponent Team:

- throughout the Competitive Selection Process for the Project;
- entering into the Project Agreement; and
- throughout the implementation of the Project Agreement.

**“Proposal”** means a proposal submitted in response to this RFP.

**“Proposal Net Present Cost”** means the net present value of the Service Payments that would be payable under the Project Agreement as calculated using the Affordability Model.

**“Proposal Requirements”** means the requirements described in Appendix B.

**“Proposal Validity Period”** has the meaning set out in Section 6.13.

**“Relationship Disclosure Form”** means a form substantially as set out in Appendix D or as otherwise acceptable to the Authority.

**“Request for Proposals”** or **“RFP”** means this request for proposals.

**“Request for Qualifications”** or **“RFQ”** has the meaning set out in Section 1.2.

**“Restricted Party”** means those persons identified in Section 9.4 and any other persons (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who may provide a

material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

**"SaskBuilds"** means SaskBuilds Corporation, a crown corporation created pursuant to *The Crown Corporations Act, 1993*.

**"Scope Ladder"** has the meaning set out in Section 4.4.

**"Senior Credit Facility"** means the senior credit facilities and any other credit facilities provided for in Senior Financing Agreements.

**"Senior Debt Base Rate Benchmark"** has the meaning set out in Section 5.4.

**"Service Payments"** has the meaning set out in Schedule 1 [Definitions and Interpretation] of the Project Agreement.

**"Service Provider"** of a Proponent means the individuals, corporations, other entities or the underlying legal entities that make up a legal structure and who have the direct responsibility to provide maintenance and life cycle services as set out in the Project Agreement, as identified in the Proponent's Proposal and as may be changed pursuant to this RFP.

**"Service Provider Lead"** means the individual responsible for leading the Service Provider team during the Project.

**"Shared Use Person"** has the meaning set out in Section 9.9.

**"Submission Location"** means the submission location identified as such in the Summary of Key Information.

**"Submission Time for Interim Financial Review Submission"** means the date and time identified as such in the Summary of Key Information.

**"Submission Time for Financial Submissions"** means the date and time identified as such in the Summary of Key Information.

**"Submission Time for Technical Submissions"** means the date and time identified as such in the Summary of Key Information.

**"Summary of Key Information"** means the summary of key information included herein as amended by Addendum from time to time.

**"Swapped Senior Debt Base Rate Benchmark"** has the meaning set out in Section 5.4.

**“Swift Current Integrated Facility Master Plan”** is a complex of service facilities proposed to be built around the new Cypress Regional Hospital. It is envisioned to include a long term care facility and other Health Region services, two schools, and City facilities such as the community pool, field house, urban trail system, art gallery, public library.

**“Technical Submission”** has the meaning set out in Appendix B.

**“Third Party Intellectual Property Rights”** means all Intellectual Property Rights of any person which is not a member of, or a related party to, a member of the Proponent Team.

## **11.2 Interpretation**

In this RFP:

- (a) when an action, decision, consent, approval or any other thing is said to be in the Authority’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Authority;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFP;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFP is not to be read as limiting;
- (f) all dollar values are Canadian dollars unless otherwise indicated;
- (g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (h) each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

## **APPENDIX B PROPOSAL REQUIREMENTS**

Provided as a separate document.

## **APPENDIX B: PROPOSAL REQUIREMENTS**

### **1 SUBMISSION GUIDELINES OVERVIEW**

This Appendix and attachments describe the documentation that a Proponent should submit with its Proposal to demonstrate that it is capable of performing the responsibilities and obligations of Project Co under the Project Agreement. The Proponent's Proposal documents are to comprehensively address the requirements set out in this Appendix and the Final Draft Project Agreement. Without limiting any other term of this RFP, including Section 8.2 of this RFP, Proponents may provide additional information or supplemental material to clarify any Proposal item.

Proposals are to be presented in three submissions: a Technical Submission; an Advance Interest Rate Submission; and a Financial Submission, each of which consists of the following packages, and each of which is outlined in Sections 2, 3 and 4 of this Appendix, respectively:

### **Section 2 TECHNICAL SUBMISSION**

#### **1. Package 1: Transmittal Package for Technical Submission**

- Name and Contact details for the Proponent's Representative
- Appendix D - Relationship Disclosure Form(s)
- Overview Table of Contents for the Proposal

#### **2. Package 2: Project Co Management**

Executive Summary and Contents List

- 2.1 Confirmation of RFQ Response
- 2.2 Details of Proponent and Proponent Team
- 2.3 Details of Design-BUILDER
- 2.4 Details of Design Firm
- 2.5 Details of Service Provider
- 2.6 Governance Structure

#### **3. Package 3: General Package Requirements**

Executive Summary and Contents List



- 3.1 Project Approach, Management and Construction
- 3.2 Design
- 3.3 Services

### **Section 3 ADVANCE INTEREST RATE SUBMISSION**

- 1. **Package 1: Initial AIRS**
- 2. **Package 2: Interim AIRS**
- 3. **Package 3: Final AIRS**

### **Section 4 FINANCIAL SUBMISSION**

- 1. **Package 1: Transmittal Package**
  - Affordability Ceiling
  - Scope Ladder items (if any) used to achieve the Affordability Ceiling
  - Appendix C - Proposal Declaration Form
  - Overview Table of Contents for all parts of the Financial Proposal
- 2. **Package 2: Financial**
  - Executive Summary and Contents List
  - 4.1 Structure of Project Co
  - 4.2 Agreements between Proponent Team Members
  - 4.3 Basis of Financial Submission
  - 4.4 Financial Capacity
  - 4.5 Financing
  - 4.6 Financial Model
  - 4.7 Affordability
  - 4.8 Insurance
  - 4.9 Pricing

## 2 SUBMISSION REQUIREMENTS FOR TECHNICAL SUBMISSION

Without limiting the terms of this RFP, this section summarizes the information and documentation that Proponents are to submit in their Technical Submissions.

The Technical Submission should demonstrate that the Proponent is capable of performing the obligations and responsibilities of Project Co and delivering the Project under the Project Agreement, and that the Proponent has a good understanding of the Project and of the Project Work.

The Technical Submission is to be prepared on the basis of the version of the Final Draft Project Agreement most recently issued prior to the Submission Time for Technical Submissions, and for purposes of Section 2.3 of this RFP, this version will be considered the version of the Final Draft Project Agreement issued as at the Submission Time for Technical Submissions.

Where drawings are to be provided, it is the Authority's preference that Proponents, where reasonable, provide combined drawings which will provide the information for more than one requirement with the appropriate references in each section. Proponents should provide a drawing index clearly identifying which Proposal requirement is met on which drawing.

The Technical Submission should provide information and documentation in six packages in accordance with the following table.

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

### Package 1: Transmittal Package For Technical Submission

The transmittal package should contain the following information and documents:

- a) Name and contact details for the Proponent's Representative.  
Please note: The Proponent's Representative will be the only person to receive communications from the Contact Person regarding the RFP.
  - i. name;
  - ii. employer;
  - iii. mailing/courier address;
  - iv. telephone number;
  - v. email address; and
  - vi. web-site address.
- b) One fully executed copy of Appendix D - Relationship Disclosure Form(s)
- c) Overview table of contents for all parts of the Proposal.

## Package 2: Project Co Management

### Executive Summary and Contents List:

Package 2 should provide information and documentation about the Proponent including:

- Organization, legal status and ownership information;
- Details of Principal Contractors;
- Details of the Design team;
- Details of the Facilities Management team;
- Governance structure; and
- Key Individuals.

Package 2 of the Technical Submission should address the requirements set out in Table 1. Proponents should use the section numbers and corresponding titles shown in this table in their Technical Submissions.

## Package 3: General Package Requirements

### Executive Summary and Contents List:

Package 3 of the Technical Submission should provide information and documentation applicable to the Project that reasonably demonstrates that the Proponent is capable of performing Project Co's responsibilities and obligations under the Project Agreement and other required services in accordance with the requirements set out in this RFP, including the Final Draft Project Agreement.

Package 3 of the Technical Submission should address the requirements set out in Table 2. Proponents should use the section numbers and corresponding titles shown in this table in their Technical Submissions.

**Table 1: Package 2 Content Requirements (Project Co Management)**

Section No.	Title	Contents (Package 2, Project Co Management)
<b>2.1</b>	<b>Confirmation of RFQ Response</b>	
		<p>The Proponent should confirm that, other than changes permitted by the Authority, there have been no changes to information provided in its RFQ Response regarding:</p> <ul style="list-style-type: none"> <li>▪ The Respondent Team Lead, Equity Provider(s), Design-Builder, Service Provider listed as part of the Respondent Team; or</li> <li>▪ The Key Individuals listed for the Respondent Team.</li> </ul> <p>If changes are proposed to the above, the Proponent should clearly identify each proposed change, include a written request for the Authority's permission, and provide additional information and documentation as required by this RFP, including section 6.12 of the RFP.</p>
<b>2.2</b>	<b>Details of Proponent and Proponent Team</b>	
2.2.1	Legal Name	Describe the legal structure of the Proponent (or that the Proponent will adopt as Project Co) including the proposed full legal name of the Proponent, or as applicable, each legal entity which comprises the Proponent. Full incorporation details for the Proponent, or as applicable, each legal entity that comprises the Proponent, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that the Proponent, or as applicable, each legal entity which comprises the Proponent, is duly authorized to carry on business in Saskatchewan.
2.2.2	Shareholdings	Provide details, including corporate details, identifying each Equity Provider and degree of equity participation, and shareholder agreements.  If the Proponent does not have an equity structure, provide details of the ownership structure and copies of all agreements related to ownership.
2.2.3	Organizational Structure and Details	Provide an organizational description of Project Co, including organization chart, indicating and listing the members of the board of directors, the senior officers and key management officials, and key members of the Proponent Team, their roles and responsibilities and reporting relationships.
<b>2.3</b>	<b>Details of Design-Builder</b>	
2.3.1	Legal Name	Full legal name(s).
2.3.2	Contact Details	Authorized Representative, registered office, telephone number, email addresses and fax number.

Section No.	Title	Contents (Package 2, Project Co Management)
2.3.3	Legal Details	Full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that the company is duly authorized to carry on business in Saskatchewan. If the Design- Builder is an unincorporated legal entity, please provide full details and proof of the existence of the individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility of the Design-Builder.
2.3.4	PPP Organizational Structure and Details	Provide an organizational description, including organization chart, indicating key members/firms of the Design-Builder, their roles and responsibilities, and reporting relationships.
<b>2.4</b>	<b>Details of Design Firm</b>	
2.4.1	Name	Full legal name(s).
2.4.2	Contact Details	Registered office, telephone number, email addresses and fax number.
2.4.3	Legal Details	Full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that the company is duly authorized to carry on business in Saskatchewan. If a member of the Design Firm is an unincorporated legal entity, please provide full details and proof of the existence of the individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility of the Design Firm.
2.4.4	Organizational Structure and Details	Organizational description indicating key members/firms of the Design Firm's team, their roles and responsibilities and reporting relationships.
<b>2.5</b>	<b>Details of Service Provider</b>	
2.5.1	Name	Full legal name(s).
2.5.2	Contact Details	Registered office, telephone number, email addresses and fax number.
2.5.3	Legal Details	Full incorporation details, including certificate of incorporation, memorandum and articles of incorporation, and documentation demonstrating that the company is duly authorized to carry on business in Saskatchewan. If a member of the Service Provider is an unincorporated legal entity, please provide full details and proof of the

Section No.	Title	Contents (Package 2, Project Co Management)
		existence of the individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility of the Service Provider.
2.5.4	Organizational Structure and Details	Organizational description indicating key members/firms of the Service Provider's team, their roles and responsibilities and reporting relationships.
<b>2.6</b>	<b>Governance Structure</b>	
2.6.1	Organizational Structure and Relationships between the Proponent Team members.	<ul style="list-style-type: none"> <li>a) Provide a project organization chart which, at a minimum, identifies all Key Individuals, including those provided in the RFQ Response, and those listed in Sections 2.2, 2.3, 2.4 and 2.5 of this Table 1 of Appendix B.</li> <li>b) Describe the relationships and reporting arrangements among the Proponent Team members at critical stages of the Project: <ul style="list-style-type: none"> <li>i. identify responsibilities of each Key Individual;</li> <li>ii. reporting relationships between the Proponent Team members;</li> <li>iii. nature of any contractual relationship(s) to be entered into between the Proponent Team members; and</li> <li>iv. the nature of any sub-contracting arrangements and details of the risk allocation between the parties.</li> </ul> </li> </ul>
2.6.2	Key Individuals	<ul style="list-style-type: none"> <li>a) Confirm the Key Individuals are as submitted with the RFQ Response. If there have been changes to the Key Individuals' resumes since the RFQ Response, provide the updated resume summarizing professional designation and a summary of the education, qualifications, and relevant experience.  In addition to the information and documentation requested in respect of each of the Key Individuals, provide the name, professional designation, and summary of education/qualifications and relevant experience and accompanying resumes for each Key Individual.</li> <li>b) Provide the Company/Firm name and names of the Key Individuals for the following team members: <ul style="list-style-type: none"> <li>i. Project Co's Lead</li> <li>ii. Design-Builder's Project Lead</li> <li>iii. Design Lead</li> <li>iv. Construction Lead</li> </ul> </li> </ul>

Section No.	Title	Contents (Package 2, Project Co Management)												
		<p>v. Servicer Provider Lead</p> <p>Proponents should submit the required information in the following format:</p> <table> <tr> <th>Individual's Name</th><th>Company Name</th><th>Role</th></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	Individual's Name	Company Name	Role									
Individual's Name	Company Name	Role												

**Table 2: Package 3 Content Requirements (General)**

Section No.	Title	Contents (Package 3, General Content Requirements)
<b>3.1</b>	<b>PROJECT APPROACH, MANAGEMENT AND CONSTRUCTION</b>	<b>Proposal Requirements</b>
<b>3.1.1</b>	<b>Approach</b>	<p>a) Confirm compliance of the Technical Submission with the Final Draft Project Agreement, and in particular with Schedule 3 [Design and Construction Specifications];</p> <p>b) Provide a complete and comprehensive Project Schedule prepared in accordance with Schedule 3 [Design and Construction Specifications] and Schedule 2 [Design and Construction Protocols] of the Project Agreement.</p> <p>The Project Schedule that the Preferred Proponent proposes, as it may be amended by agreement with the Authority, will be attached to Schedule 2 [Design and Construction Protocols] of the Project Agreement. The Project Schedule is to provide content and detail that reasonably demonstrate that the Proponent understands the scope of the Project Work and sets out how the Proponent intends to plan and implement the design, stakeholder consultation, construction and rehabilitation for the Project in a logical sequence.</p> <p>The Project Schedule should include, at a minimum, the following information, by component, as well as a Project Schedule brief describing interaction with the Authority, the key milestones and decisions on how each of the components align and work together:</p> <ul style="list-style-type: none"> <li>i. Critical path;</li> <li>ii. Site establishment;</li> <li>iii. Design development;</li> <li>iv. Securing approvals, permits and licenses;</li> <li>v. Design review and audit schedule, including key dates for submissions and planned dates</li> </ul>



Section No.	Title	Contents (Package 3, General Content Requirements)
		<p>for meetings;</p> <p>vi. Provision of mock-ups including a detailed description of schedule, location, scope and method of development;</p> <p>vii. Procurement of materials;</p> <p>viii. Major construction stages;</p> <p>ix. Utility relocations and/or protection;</p> <p>x. Equipment selection, procurement, installation and commissioning;</p> <p>xi. Other significant work functions;</p> <p>xii. Service Commencement (which should be no later than April 1, 2016)</p> <p>xiii. Commission/Demonstrations/Training; and</p> <p>xiv. Deficiency Review Period.</p> <p>c) Provide proposed User Consultation and Submittal schedules for the Project, including:</p> <p>i. the timing of consultations under the User Consultation Protocol, the subject matter of those consultations, and the form of the consultation (e.g., presentation followed by question and answer);</p> <p>ii. the order and timing of all Submittals in relation to the Project( including the anticipated submission date and finalization date) and a description of each Submittal, including the subject matter and form (e.g., a drawing or narrative) of each Submittal, clearly outlining the components / detail that are to be reviewed by the Authority.</p> <p>d) Describe and provide details of how the Proponent will preserve sufficient flexibility in the initial design submitted in its Proposal to accommodate changes during the detailed design development process that will take place post-Financial Close.</p> <p>e) Provide outlines of the following plans:</p>

Section No.	Title	Contents (Package 3, General Content Requirements)
		<ul style="list-style-type: none"> <li>i. Quality Management Plan for the design and construction phases of the Project;</li> <li>ii. Risk Mitigation Plan;</li> <li>iii. Occupational Health and Safety Plan; and</li> <li>iv. Communications Plan.</li> </ul>
<b>3.2</b>	<b>DESIGN</b>	<b>Proposal Requirements</b>
<b>3.2.1</b>	<b>Overall Design</b>	<ul style="list-style-type: none"> <li>a) Provide renderings demonstrating proposed massing, materials and image of the Facility, including landscaping, and the context within adjacent buildings. Provide renderings to communicate the intent of the design at a minimum showing 3 separate Standard Residential Homes (-10 bed). At minimum of one view each of the Hospice House (-15), Adult Day Program and Community Centre.</li> <li>b) Provide a narrative (and graphical summary if required) to explain how the Integrated Facility Master Plan requirements will be met and any variances that will be sought.</li> <li>c) Provide a narrative (and graphical summary if required) to explain how the City of Swift Current Zoning Bylaw requirements will be met and any variances that will be sought.</li> </ul>
<b>3.2.2</b>	<b>Sustainability</b>	<ul style="list-style-type: none"> <li>a) Summarize sustainability measures incorporated in their proposal under categories of sustainable sites, water conservation, energy efficiency, energy management and operations, materials and resources, indoor environmental quality, and daylight using checklists, narratives, calculations, or other supporting documentation. Where possible, contextualize approach to sustainability against specific criteria found in recognizable third party standards such as LEED®, Energystar, Green Guide for Healthcare or others.</li> <li>b) Describe the strategy to achieve the LEED® Silver equivalent, including an indicative score sheet clearly indicating which points are being pursued.</li> <li>c) Provide an energy model that: <ul style="list-style-type: none"> <li>i. meets the software requirements and uses the assumptions set out in Attachment 1 to Appendix C [Energy] of the Project Agreement; and</li> <li>ii. is prepared by an individual on the “CaGBC Experienced Modellers List”.</li> </ul> </li> <li>d) Provide an energy model report that summarizes the results of modelling and simulations,</li> </ul>

Section No.	Title	Contents (Package 3, General Content Requirements)
		documents modelling inputs, procedures and assumptions.
<b>3.2.3</b>	<b>Architecture</b>	<p>a) Provide a narrative, together with schematic level drawings and information, sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP, including:</p> <ul style="list-style-type: none"> <li>i. Site plan(s) showing legal lines, roads, setbacks, landscape, connections to Cypress Regional Hospital and future community centre, outdoor space, access, parking, and loading;</li> <li>ii. Plans, sections, elevations;</li> <li>iii. Computer generated 3D-Model (both exterior and interior views);</li> <li>iv. Renderings from the perspective of a pedestrian on Woodrow Llyod Place, Douglas Drive, Saskatchewan Drive and on next to any additional interior site roadways developed by the Proponent;</li> <li>v. Materials board for exterior and interior materials selection;</li> <li>vi. Interior renderings of the kitchen, dining and lounges for both the 10 and 15 bed houses, the Adult Day Program common area and the Community Centre Community room.</li> <li>vii. Diagrams showing sustainable strategies and building system strategies;</li> <li>viii. Plans with area overlays that are consistent with the intention of the Functional Program;</li> </ul> <p>b) Provide a table showing Functional Program areas “Required” and “Proposed in Design” to demonstrate the design is compliant.</p> <p>c) Provide a Daylight Standards and Views summary listing Location, Daylight Standard, Views and Day light Level achieved per location as per 5.4.1.1 of Schedule 3.</p>
<b>3.2.4</b>	<b>Room Data Sheets</b>	<p>a) Submit room data sheets and drawings (1:50) for the rooms identified in b), showing the following:</p> <ul style="list-style-type: none"> <li>i. key dimensions;</li> <li>ii. location of all equipment and providing the typical location of medical gas;</li> <li>iii. elevations and ceiling plans; and</li> <li>iv. equipment and device locations and cut sheets telecommunication outlets, power outlets,</li> </ul>

Section No.	Title	Contents (Package 3, General Content Requirements)
		<p>patient entertainment/education displays and control devices, lighting fixtures and controls, and nurse call devices.</p> <p>b) Rooms:</p> <p>i. Standard Resident Bedroom, Standard Resident Ensuite Washroom, Bariatric Resident Bedroom, Bariatric Resident Ensuite Washroom, Palliative Care Bedroom, Palliative Care Ensuite Washroom, 10 Bed Kitchen, 15 Bed Kitchen, 10 Bed Dining, 10 Bed Lounge, 10 Bed Dining, 15 Bed Lounge, 15 Bed Dining, Adult Day Program Common Area, Adult Day Program Activity Area, Adult Day Program Zen Room, Community Centre Community Room, Community Centre Family Dining, Community Centre, Neighborhood Hubs Staff/Work Area/ Lounge, Neighborhood Hubs Activity Area.</p>
3.2.5	<b>Equipment Procurement and Logistics</b>	<p>a) Describe and provide details of:</p> <p>i. the Proponent's approach to Equipment integration into the Design Process including selection;</p> <p>ii. how the Proponent anticipates implementing the coordination function throughout the Design and Construction stages and list all roles associated, and their functions;</p> <p>iii. the Proponent's approach to managing the Equipment procurement process;</p> <p>iv. the processes that will be used to ensure effective communication between the Authority and Project Co with regards to Equipment procurement process, timing and emerging issues; and</p> <p>v. equipment installation and commissioning processes.</p> <p>b) Describe and provide details of how the Proponent will maintain sufficient flexibility in the Equipment procurement process to allow the Authority to make decisions as late as possible regarding Equipment selection in order to allow the Authority to take advantage of the latest available technology.</p>
3.2.6	<b>Structure</b>	<p>Provide a narrative and schematic level drawings, sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP including:</p> <p>a) Expected type of foundations; and</p> <p>b) The proposed structural system and basic layout.</p>

Section No.	Title	Contents (Package 3, General Content Requirements)
3.2.7	Civil	<p>Provide a narrative and schematic level civil drawing(s) for onsite and offsite works, sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP, including:</p> <ul style="list-style-type: none"> <li>a) Onsite Site Plan showing stormwater, sanitary, domestic water, geothermal works (if any), electrical, roads, parking, loading, sidewalk, bikeways, curb and gutter; and</li> <li>b) Offsite plan drawings showing extent of works (can be included on the Onsite Site Plan).</li> </ul>
3.2.8	Electrical and Systems	<ul style="list-style-type: none"> <li>a) Provide a narrative and schematic level drawings (single line diagrams), sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP, including: <ul style="list-style-type: none"> <li>i. Provide a site plan locating the proposed location of the Sask Power pad mount transformer, proposed routing of the incoming primary and secondary services, and proposed routing of the underground raceway for the Sask Tel incoming service. Include layout of site lighting and car parking, and associated routing of underground wiring. Indicate method of control of car parking and lighting. Provide a rendering of the parking and walkways lighting.</li> <li>ii. Provide a single line diagram of the electrical distribution system including sub-distributions throughout the facility, anticipated sizing of protective devices and bussing, type of protective devices and transfer switches, metering, and motor control equipment loads.</li> <li>iii. Layout of distribution equipment in the facility, and routing of main feeders. Include narrative of the wiring methods and running of feeders and branch circuit wiring in the facility</li> <li>iv. Lighting: Include method, type, quality, and controls for interior and exterior lighting. Indicate anticipated minimum lighting levels in all areas and rooms.</li> <li>v. Communication Systems: Provide single line diagrams for the structured cabling for data communications, wireless infrastructure, nurse call system, and resident wandering system. Include a layout of these systems on floor plans and the principal routing of cabling and pathways, type of cabling, location and layout of cabinets and equipment racks that support these systems. Demonstrate integration of systems.</li> <li>vi. Security Systems: Provide a single line diagram of the access control and building security system, proposed layout and location of the intelligent system controllers in the facility, and a typical door detail diagram for the access control with integration to the fire alarm system and resident wandering system.</li> </ul> </li> </ul>

Section No.	Title	Contents (Package 3, General Content Requirements)
		vii. Fire Alarm System: Provide a single line diagram of the system, general layout of initiating, detection and monitoring devices, speakers and speaker/strobes, fire phones, digital voice command panel, annunciators, amplifier cabinets, auxiliary power supplies. Provide a narrative of the type and operation of the fire alarm system and monitoring of carbon monoxide alarms.
<b>3.2.9</b>	<b>Mechanical Systems</b>	Provide schematic level drawings, sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP, including: a) Main energy sources; b) Mechanical schematics; c) System routing (ducts, heating lines, medical gas, water lines, etc); and d) System component (air handlers, condensing units, boilers, etc.) along with locations.
<b>3.2.10</b>	<b>Landscape</b>	Provide a narrative and schematic level landscape drawing(s) for onsite and offsite landscape development, sufficient to demonstrate the intent of the design and that the design meets the requirements of RFP, including: a) On site drawing(s) showing major tree groupings, shrub and perennial planting beds, patios, yards, sidewalks, turf areas, fencing, site furniture, raised planters, courtyard and entry spaces, and play space(s). b) Offsite plan drawing showing development of boulevard space.
<b>3.2.11</b>	<b>Furniture and Fittings</b>	Provide: a) Schedules of indicative finishes, fixtures, fittings and Project Co supplied equipment; and b) Describe Project Co's philosophy to create optimal trade-off between casework versus system furniture which is in the Authority's best interest.
<b>3.2.12</b>	<b>Infection Prevention and Control</b>	a) Describe and provide details of how the design will achieve the infection control requirements described in Schedule 3 [Design and Construction Specifications], including: i. Use of interior finishes and details to aid in the prevention of infection, and control measures. b) Describe and provide details of how the design, including its infrastructure, makes provision for the

Section No.	Title	Contents (Package 3, General Content Requirements)
		occurrence of communicable disease outbreaks.
<b>3.2.13</b>	<b>Scored Elements</b>	<p>Provide narrative (and graphical summary if required) for each of the following topics to explain the Proponent's proposal with respect to the scored elements described in Table 1 of Appendix A:</p> <ul style="list-style-type: none"> <li>a) Interior Design and for section 1.3 of Table 1 provide completed form Primary Work Flow and Distant Measurement Calculation Worksheet as provided in the Data Room;</li> <li>b) Exterior Building Design; and</li> <li>c) Outdoor Spaces.</li> </ul>
<b>3.3</b>	<b>SERVICES</b>	<b>Proposal Requirements</b>
<b>3.3.1</b>	<b>Approach</b>	<p>Provide a general description of the overall approach and concept of operations for delivery of the Services, and provide specific descriptions of:</p> <ul style="list-style-type: none"> <li>a) The proposed Operating Period Service Quality Plan including: <ul style="list-style-type: none"> <li>i. how the Proponent will establish and implement a Services Quality Plan; and</li> <li>ii. how the Proponent will manage performance of the Service Provider and/or sub-contractors to meet the requirements set out in Schedule 4 [Service Protocols and Specifications];</li> </ul> </li> <li>b) how the Proponent will establish and implement a Performance Monitoring Program and provide the Performance Monitoring Report;</li> <li>c) how the Proponent will establish and implement an Environmental Management Plan;</li> <li>d) how the Proponent will establish and implement a Health &amp; Safety Plan for the Services including the role of prime contractor at the Buildings;</li> <li>e) how the Proponent will establish and implement an Energy Management Plan;</li> <li>f) how the Proponent will develop and submit the Start-up Plans, the Annual Service Plans and the Five Year Maintenance Plans;</li> <li>g) the Proponent's approach to the Joint Technical Reviews throughout the Operating Period ; and</li> <li>h) how Services will interface and be coordinated, within in the context of a long term care environment, with the Authority's services.</li> </ul>

Section No.	Title	Contents (Package 3, General Content Requirements)
3.3.2	Organization	<p>Describe the Proponent's proposed organization and service delivery model including details regarding:</p> <ul style="list-style-type: none"> <li>a) the organizational structure proposed to meet the requirements of Schedule 4 [Services Protocols and Specifications], including an organization chart that identifies the key names (to the extent available) and positions that will be responsible for management and delivery of the Services, including subcontractors;</li> <li>b) the number of staff expected to be available during the regular business hours of the Services team and their roles;</li> <li>c) how Services will be addressed outside of regular business hours;</li> <li>d) the lines of authority and relationship between the proposed Services organization and Project Co, including a description of the business and technical support to be provided to the Services team;</li> <li>e) the proposed approach to relationship management and interaction with Authority staff; and</li> <li>f) Recruitment, training and retention approach for employees, including a description of the Proponent's human resource practices and policies.</li> </ul>
3.3.3	Help Desk	<p>Describe and provide details of:</p> <ul style="list-style-type: none"> <li>a) the proposed approach to deliver the Help Desk Services on a 24 hour, 7 day a week basis including back-up provisions and procedures to accommodate periods of high call volume;</li> <li>b) the hardware and software technology to be utilized;</li> <li>c) the business processes and security features related to maintenance of electronic logs, records and response and rectification times; and</li> <li>d) how the Help Desk as the sole FM user contact will interface with the delivery of other services, in particular those that are not the responsibility of Project Co (e.g., misdirected calls, confusion in who is accountable for delivering a service between the Authority and Project Co).</li> </ul>
3.3.4	FM Services	<p>Describe and provide details of the FM Services that will be provided, including:</p> <ul style="list-style-type: none"> <li>a) the Proponent's approach to maintenance management for the Buildings and how the Proponent will ensure that the performance requirements of all Maintained Elements will be met at all times;</li> <li>b) The Proponent's approach to lifecycle and asset management philosophy and how this will be</li> </ul>



Section No.	Title	Contents (Package 3, General Content Requirements)
		<p>implemented in terms of systems and practices throughout the Operating Period, including a description of how the Proponent will ensure that the Buildings and each of the Maintained Elements will meet the provisions of the Handback Requirements at the Expiry Date;</p> <p>c) a description of the CMMS to be employed and how maintenance work will be planned, scheduled and monitored across the Facility;</p> <p>d) an example of a preventive maintenance schedule and an individual job plan;</p> <p>e) a description of the Proponent's approach to the management of demand maintenance, including emergencies and how Response Times and Rectification Times will be met at all times;</p> <p>f) a description of how the Services will be delivered in a manner that minimizes disruption to Facility users and Authority Services;</p> <p>g) management and administration of all utility services as part of a fully integrated and coordinated facilities management solution;</p> <p>h) the plan to meet Annual Base Energy Targets including examples of policies to set utilities consumption targets;</p> <p>i) energy model used, and ongoing measurement, analysis and energy reporting;</p> <p>j) the Proponent's approach to ensure continual optimization of the performance and efficiency of energy consuming building systems; and</p> <p>k) the Proponent's approach to the delivery of maintenance for all roads, grounds and landscaped areas.</p>

### **3. Submission Requirements for Advance Interest Rate Submission**

Please refer to Appendix K for the submission requirements.

### **4. Submission Requirements for Financial Submission**

Without limiting the requirements set out below and in the following table, each Proponent should include in its Financial Submission information and documentation that reasonably demonstrates that the Proposal satisfies the financial requirements set out in the RFP and the Final Draft Project Agreement.

This section summarizes the information and documentation that Proponents should address in their Financial Submissions.

The Financial Submission is to provide evidence that the Proponent has in place all necessary financial arrangements for the Project.

The Financial Submission will be used to evaluate Proposals and select the highest-ranked Proposal.

#### **Package 1: Transmittal Package**

The transmittal package should contain the following information and documents:

- A letter confirming that the Proposal Net Present Cost calculated using the Affordability Model is within the Affordability Ceiling
- Confirmation of the Scope Ladder items used, if any, to achieve the Affordability Ceiling
- Confirmation that there have been no changes to the Proponent Team other than those with respect to which the Proponent has complied with Section 6.12 of the RFP;
- One (1) fully executed copy of Appendix C – Proposal Declaration Form; and
- Overview Table of Contents for all parts of the Financial Submission.

#### **Package 2: Financial**

##### **Executive Summary and Contents List:**

Without limiting the requirements set out below and in Table 3, the Proponent should include in Package 2 of the Financial Submission:

- A fully developed, robust Financial Model and financing plan;
- Written evidence that the Proponent has sufficient support and commitment from the Lenders to

## Package 2: Financial

support all financial aspects of the Project, and that the Proponent will:

- execute the Project Agreement, substantially in the form of the Final Draft Project Agreement, in accordance with Section 2.3 of this RFP; and
- perform all of the obligations of Project Co as set out in the Final Draft Project Agreement;
- A profile of proposed Service Payments during the Term and confirmation that the Affordability Requirements have been met;
- Sufficient information and documentation, in accordance with the requirements set out below, to allow the Authority to evaluate whether:
  - the Proposal satisfies the financial requirements set out in this RFP and the Final Draft Project Agreement, including:
    - Confirming that the Proponent has arranged sufficient committed financing for the Project in accordance with the requirements set out in this Appendix B and having regard to the requirements of the Final Draft Project Agreement;
    - Assessing financial robustness and deliverability; and
    - Determining that the financing plan can be executed expediently if the Proponent is selected as Preferred Proponent;
  - each of the Equity Provider(s) of the Proponent continue to have the ability to raise sufficient capital to fund the equity requirements; and
  - the Proponent, the Equity Provider(s), the Design-Builder, the Service Provider and Guarantors have the financial capacity to meet the obligations of the Project.

Package 2 of the Financial Submission is to address the requirements set out in Table 3 below. Proponents are to use the section numbers and corresponding titles shown in this table in their Proposals.

**Table 3: Content Requirements for Package 2 (Financial)**

Section No.	Title	Contents
<b>4.1</b>	<b>Structure of Project Co and Relationship with the Authority</b>	
4.1.1	Structure of Project Co	Describe (up to approximately 1,000 words) the legal structure of Project Co and the existing or anticipated contractual relationship among and between Proponent Team members. Provide a diagram to illustrate these contractual relationships.
4.1.2	Structure of Proponent Team	Describe the management structure, reporting relationships and roles of all Key Individuals.
4.1.3	Relationship with the Authority	Describe (up to approximately 1,000 words) how the Key Individuals within Project Co will interact with the Authority.
<b>4.2</b>	<b>Agreements between Proponent Team Members</b>	
4.2.1	Proponent Team Members	Provide: a) Draft heads of agreement executed by all applicable parties for all major contractors and subcontractors, including those related to Design, Construction (including mechanical and engineering, and all other major subcontractors), and Services requirements; and b) Details of all performance security (e.g., performance bonds, parent company guarantees, joint and several guarantees, financial guaranty insurance policy, bank letter of credit or other performance or financial support) being provided by the Proponent Team members.
<b>4.3</b>	<b>Basis of Financial Submission</b>	
4.3.1	Key Dates	Use a Base Date of April 1, 2014. Assume July 31, 2014 for Financial Close (the “Assumed Financial Close Date”).
4.3.2	Currency	Prices requested in this RFP are to be submitted in thousands of Canadian dollars.
4.3.3	Price Validity	Provide confirmation that with the exception for permitted adjustments to interest rates and credit margins, all prices and input costs in the Proposal are to remain firm and valid for a period of 90 Business Days from the Financial Submission date.

Section No.	Title	Contents
4.3.4	Interest Rates	<p>Provide a table showing separately the assumed base rate, spreads and fees associated with the proposed Senior Debt.</p> <p>The base rate assumed for any Senior Debt that was designated as an Adjustment Credit Facility in accordance with the process described in the RFP will equal the base rate agreed as part of the Final AIRS process if the Proponent's relevant Senior Debt profile is unchanged between Final AIRS and Financial Submission.</p> <p>If the Proponent's relevant Senior Debt profile has changed between Final AIRS and Financial Submission then recalculate the base rate based on the information provided by the Authority as part of the Final AIRS process using the same methodology as was agreed as part of the Final AIRS process. If this paragraph applies, then the Proponent should submit with its Financial Submission an update to the information submitted by the Proponent as part of the Final AIRS process.</p>
4.3.5	Interest Income Rate on Reinvestment Product(s)	<p>Provide a table showing separately the assumed base rate, spreads and fees associated with any proposed reinvestment product.</p> <p>The base rate assumed for any reinvestment product that was designated as an Adjustment Credit Facility in accordance with the process described in the RFP will equal the base rate agreed as part of the Final AIRS process if the Proponent's relevant reinvestment profile is unchanged between Final AIRS and Financial Submission.</p> <p>If the Proponent's relevant reinvestment profile has changed between Final AIRS and Financial Submission then recalculate the base rate based on the information provided by the Authority as part of the Final AIRS process using the same methodology as was agreed as part of the Final AIRS process. If this paragraph applies, then the Proponent should submit with its Financial Submission an update to the information submitted by the Proponent as part of the Final AIRS process.</p>
4.3.6	Indexation	<p>The Service Payment will be indexed in accordance with the provisions of Schedule 8 [Payments] to the Final Draft Project Agreement.</p> <p>For the purposes of the Financial Submission, Proponents are to assume an annual indexation rate of 2.50% and a Base Date as indicated in Section 4.3.1 of this table.</p> <p>The Proponent should confirm that it has indexed the Service Payment in accordance with this section 4.3.6. and indexation has been applied on an annual basis starting April 1 and ending March</p>

Section No.	Title	Contents
		<p>31. The Authority is prepared to pay indexation only on:</p> <ul style="list-style-type: none"> <li>a) Facility Maintenance costs;</li> <li>b) Life Cycle costs; and</li> <li>c) Other operating costs, including Project Co's management and direct operating costs.</li> </ul> <p>Assume the benchmarked Facility Maintenance Payment will be indexed at 2.50% with no benchmarking adjustment in the base case.</p> <p>Only the Life Cycle Costs portion of the Service Payment may vary in real terms during the Operating Period.</p>
4.3.7	Discount rate	For the purposes of any net present cost calculation, Proponents should use an annual rate of 6.9% nominal as the Discount Rate.
4.3.8	Tax	<p>Provide full details of taxation assumptions to demonstrate that in preparing its Proposal, the Proponent has given full consideration to all tax implications, including GST, which affect the total project cost to the Authority.</p> <p>The description should include the Proponent's assumption with respect to any timing differences between the payment and/or receipt of GST amounts and the net recovery or remittance of GST amounts.</p>
4.3.9	Payment Mechanism	<p>The payment mechanism as described in Schedule 8 [Payments] should be used without modification to calculate the amount of the Proponent's Service Payments.</p> <p>The Service Payments profile should be shown assuming no deductions. The Proponent should confirm that its Financial Model has been prepared on the basis of the requirements of section 4.6.</p>
<b>4.4</b>	<b>Financial Capacity</b>	
4.4.1	Equity Provider(s), Design-BUILDER, Service Provider, and Guarantor(s)	<p>Provide the following information, unless previously provided in the RFQ (with a reference to the applicable section of that submission) and updated as necessary, in respect of each of its Equity Provider(s), its Design-BUILDER, its Service Provider and Guarantors:</p> <ul style="list-style-type: none"> <li>a) full legal name(s) and classification as one or more of the Proponent, an Equity Provider, Design-BUILDER, Service Provider or a Guarantor;</li> </ul>

Section No.	Title	Contents
		<ul style="list-style-type: none"> <li>b) confirmation of no material changes to the Proponent's organization since the Qualification Response other than as consented to by the Authority in accordance with the RFP;</li> <li>c) annual audited financial statements (including any notes accompanying such financial statements) or other similar financial information for each of the last three fiscal years of the relevant entity ending immediately prior to the Closing Time (if available and not provided at the RFQ stage or otherwise pursuant to the Competitive Selection Process) and where such information is not available, an explanation of why it is not available. For clarity, the information requested in d) – h) of this section does not have to be provided for a Proponent Team member if their performance is being guaranteed by a Guarantor. Providing this information for the Proponent Team member's Guarantor will suffice (refer also to section 4.4.3 for further submission requirements);</li> <li>d) interim financial statements since the last annual financial statements provided pursuant to Section 4.4.1 c) of Appendix B (if available and not provided at the RFQ stage or otherwise pursuant to the Competitive Selection Process) and where such information is not available, an explanation of why it is not available;</li> <li>e) details of any credit rating(s), including details of any updates since the RFQ stage (and if none then a confirmation as such);</li> <li>f) details of any material off-balance sheet financing arrangements currently in place;</li> <li>g) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the three years immediately prior to the Closing Time (and if none then a confirmation as such); and</li> <li>h) written acknowledgement of no material adverse change executed by the Chief Financial Officer or other authorized officer of each respective entity. If there has been a material adverse change, full details should be provided. The Authority may, in its sole discretion, request further evidence of financial capacity.</li> </ul>

Section No.	Title	Contents
4.4.2	Equity Commitment to the Proponent	<p>The level of commitment that the Authority expects in respect of each Proposal is that all Equity (and any bonding and guarantees related to Equity) are to be fully committed subject only to documentation and material adverse change.</p> <p>With respect to each form of Equity financing, provide the following information:</p> <ul style="list-style-type: none"> <li>a) estimated level of Equity participation in the Project for each Equity Provider, including details regarding the terms under which Equity finance is available (including, where applicable, detailed terms sheets and head of terms) and a demonstration of how that Equity will be funded (including, to the extent applicable, guarantees, a description of credit lines, cash or other liquid investments available to support the estimated level of Equity participations required);</li> <li>b) certified copies of board resolutions (or equivalent corporate documentation to the satisfaction of the Authority from each Equity Provider approving the investment of the Equity finance, confirming the maximum amount (if any maximum is set) of the Equity finance and authorizing the submission of the Proposal in response to the RFP; and</li> <li>c) if the Proponent or any Equity Provider is not yet incorporated, certified copies of board resolutions (or equivalent corporate documentation to the satisfaction of the Authority from each Financial Sponsor to the Proponent or such Equity Provider that address the matters identified in b).</li> </ul>
4.4.3	Commitments to Guarantors	<p>With respect to commitments by Guarantors, the following information is required:</p> <p>If person(s) are providing any financial or performance guarantees or other support in respect of the obligations of a Proponent Team member, certified copies of board resolutions (or, if this is not possible, equivalent corporate documentation to the satisfaction of the Authority are to be provided by each person providing such guarantee or other support confirming:</p> <ul style="list-style-type: none"> <li>a) the size, nature and extent of such guarantee;</li> <li>b) that it is willing and able to provide such a guarantee; and</li> <li>c) that it will have financial standing to meet the obligations under such guarantee and all terms associated with the guarantee or other support.</li> </ul>



Section No.	Title	Contents
4.5	Financing	<p>In this Section 4.5:</p> <p><b>“Acceptable Credit Rating Agency”</b> means Moody’s Investor Services, Standard &amp; Poor’s, Dominion Bond Rating Service or Fitch Ratings, Ltd.</p> <p><b>“Credit Rating”</b> means a credit rating from an Acceptable Credit Rating Agency.</p> <p>If a Credit Rating is required for an entity but not available, the Proponent should provide the following information for that entity (or if provided in its RFQ submission, refer to the applicable section of that submission):</p> <ul style="list-style-type: none"> <li>▪ copies of annual audited financial statements or other similar financial information for each of the last three fiscal years;</li> <li>▪ if available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> <li>▪ details of any material off-balance sheet financing arrangements currently in place;</li> <li>▪ details of any material events that may affect the entity’s financial standing since the last annual or interim financial statements provided; and</li> <li>▪ details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ul>
4.5.1	Financing Plan	<p>Provide a Financing Plan which demonstrates that the Proponent has arranged sufficient financing for the Project and which complies with the following:</p> <ol style="list-style-type: none"> <li>a) Includes full details of the financial structure and instruments proposed, including a description of the Proponent’s anticipated hedging strategy and requirements.</li> <li>b) The sources of financing match the use of funds throughout the Term, and the Financing Plan includes: <ol style="list-style-type: none"> <li>i. a description of all sources of financing.</li> </ol> </li> <li>c) Provide the following details for each Senior Lender: <ol style="list-style-type: none"> <li>i. fully executed and applicable original commitment letter(s) in the form set out in Appendix G of this RFP from each Senior Lender; and</li> <li>ii. evidence, in the form of detailed term sheets which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required; and</li> <li>iii. if any of the term sheets submitted in accordance with this section includes terms of flex, a</li> </ol> </li> </ol>

Section No.	Title	Contents
		<p>clear and unqualified acknowledgement and confirmation that the exercise, including by the Senior Lenders, of any flex provisions in the lending or financing commitments is not a significant event within the contemplation of Section 8.5(b)(3) of this RFP; and</p> <p>iv. evidence of its Credit Rating.</p> <p>d) If a capital market and/or bond funding solution is proposed which depends on a Credit Rating, provide an indicative Credit Rating together with a timetable to achieve final ratings.</p> <p>e) If a solution involving a financial guarantor is proposed, provide:</p> <p>i. letters from all financial guarantors with confirming letters from such financial guarantors' legal counsel confirming that the financial guarantors and their legal counsel have no additional comments on the Final Draft Project Agreement; and</p> <p>ii. evidence, in the form of detailed term sheets or in the commitment letters referred to in Section 4.5.1(c) of this Appendix B, of the financial guarantor(s) to provide the guarantee required; and for each financial guarantor, evidence of its Credit Rating.</p>
4.5.2	Terms of Financing	<p>The Financing Plan should include the terms of each source of financing (including any equity bridge loans), set out as follows:</p> <p>With respect to the parties that will provide financing (including Equity Providers) if the Proponent is selected as the Preferred Proponent and enters into the Project Agreement, the following should be provided:</p> <p>a) Identity and Credit Rating of each party;</p> <p>b) Amounts to be provided by each party;</p> <p>c) The timing of injection, including the proposed funding schedule during Construction;</p> <p>d) The terms and conditions of subscription, including returns or yields;</p> <p>e) Dividend rights (Equity Providers only);</p> <p>f) Voting rights (Equity Providers only); and</p> <p>g) The conditions, if any, upon which funds would be committed.</p>
4.5.3	Planned Refinancing	<p>If a Proponent's Proposal includes Planned Refinancing, the Proponent should:</p> <p>a) Describe its Planned Refinancing, including details of any assumptions about the structure and</p>

Section No.	Title	Contents
		<p>the timing of the Planned Refinancing, interest rates, margins, timing of repayments, reserve accounts and cover ratios; and</p> <p>b) Demonstrate that the benefits of the Planned Refinancing have been taken into account in its Proposal.</p>
4.5.4	Financial Robustness	<p>a) As part of their Financing Plan, a Proponent should provide a description of the robustness of the Proponent's proposed financial structure, including, details of how key risks will be managed (e.g., interest rate, schedule overruns, inflation, operation, maintenance, life cycle and construction). The Proponent's description should include details of the strategies to be adopted by the party ultimately responsible for bearing such risks.</p> <p>b) To the extent that the Proponent's Proposal contemplates or includes third party security, including performance bonds, parent company guarantees (including any contemplated by Section 4.4.3 of this table and letters of credit, describe in detail and with respect to each such security:</p> <ul style="list-style-type: none"> <li>i. the beneficiaries of such third party security;</li> <li>ii. the parties whose obligations are secured by such third party security;</li> <li>iii. the type, amount and anticipated provider of such third party security;</li> <li>iv. all circumstances in which such third party security may expire, be subject to termination and can be called upon; and</li> <li>v. if called upon, the purposes for which such third party security may be used.</li> </ul> <p>c) Complete Form A6. The Authority may, in its discretion, conduct additional sensitivities.</p> <p>d) For Proponents who have submitted an Advance Interest Rate Submission in accordance with the provisions of this RFP, complete Form A7 and provide commentary to the outputs shown in Form A7. The Authority may, in its discretion, conduct additional sensitivities.</p> <p>e) Provide a description and the results of any sensitivities required by the Senior Lenders.</p>

Section No.	Title	Contents
<b>4.6</b>	<b>Financial Model</b>	
4.6.1	Financial Model and Structure	<p>Proponents should submit a Financial Model as an electronic copy.</p> <p>The Proponent's Financial Model should be consistent with the following assumptions and structure:</p> <ul style="list-style-type: none"> <li>a) Produced in a Microsoft Excel version compatible with the 2010 version;</li> <li>b) Provide financial projections (cost and revenue projections) on a monthly basis during construction and a semi-annual basis thereafter in accordance with a fiscal year basis commencing April 1;</li> <li>c) Be expressed in thousands of Canadian dollars;</li> <li>d) All financial instruments are to be priced as described in Section 4.6.1(c)ii of this table;</li> <li>e) A list of necessary Excel "add-ins" required to run the Financial Model is to be provided;</li> <li>f) If any macros are used in the model, a detailed description as to how they function in the model should be provided;</li> <li>g) If a calculation is circular, circularities are to be solved. If circularities are included, a description of where and why these occur should be included;</li> <li>h) Present inputs in blue font and formulas in black font;</li> <li>i) Flow calculations down and to the right;</li> <li>j) Limit the number of "if" statements;</li> <li>k) Include no hidden or password protected cells or worksheets;</li> <li>l) Include a print option macro and ensure all sheets are set up to be clearly printable and legible on 8.5" x 11" paper with row and column descriptions on each printed page; and</li> <li>m) The Financial Model is to be printed and saved in the scenario equivalent to the base case scenario.</li> </ul>
4.6.2	Financial Model Inputs and Outputs	<p>The Proponent's Financial Model should include and provide:</p> <ul style="list-style-type: none"> <li>a) Inputs: <ul style="list-style-type: none"> <li>i. capital (including a breakdown of development costs), operating, maintenance and life cycle costs;</li> </ul> </li> </ul>

Section No.	Title	Contents
		<ul style="list-style-type: none"> <li>ii. time-based assumptions (those that change over time);</li> <li>iii. static assumptions (those that do not change over time);</li> <li>iv. taxation;</li> <li>v. financing (including refinancing);</li> <li>vi. payment mechanism and payments associated with the payment mechanism;</li> <li>vii. any assumed revenue (in addition to the Service Payments);</li> <li>viii. assumed energy consumption (in units of energy); and</li> <li>ix. Independent Certifier cost estimate of \$50,000 spread evenly over the period starting from the Effective Date and ending at the Substantial Completion Date (\$100,000 total and 50% to Project Co's account)</li> </ul> <p>b) Outputs</p> <ul style="list-style-type: none"> <li>i. summary outputs;</li> <li>ii. sources and uses of funding for the Construction Period (excluding operations and maintenance costs), with totals shown in both nominal and net present value (using the Discount Rate) forms;</li> <li>iii. sources and uses of funding for the Operating Period, with totals shown in both nominal and net present value (using the Discount Rate) forms;</li> <li>iv. a schedule of payments by the Authority that sets out the expected date of payment (i.e., Service Payments) and the amount to be paid by the Authority, in nominal terms;</li> <li>v. the proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid;</li> <li>vi. the calculation of Project returns for the different elements of financing;</li> <li>vii. financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian GAAP, including any relevant IFRS provisions;</li> <li>viii. a cash flow statement that reflects the priority of access to cash flow based on the investor covenants and requirements of the Proponent's Financing Plan;</li> <li>ix. financial ratios as required by Senior Lenders as appropriate to the capital structure set out in</li> </ul>

Section No.	Title	Contents
		<p>the Proponent's Financing Plan;</p> <ul style="list-style-type: none"> <li>x. returns on equity and Junior Debt, in both real terms and nominal terms;</li> <li>xi. a blended equity return that incorporates all sub-senior debt finance ("Threshold Equity IRR" as defined in the Final Draft Project Agreement); and</li> <li>xii. Project internal rate of return (IRR), before financing and tax, in nominal terms ("Base Case Project IRR" as defined in the Final Draft Project Agreement) and calculated using the methodology described in the file named "Sample IRR calculation.xls" which is provided in the Data Room.</li> </ul> <p>c) Affordability Model – link the outputs of the Financial Model to the Affordability Model.</p>
4.6.3	Financial Model Assumptions Book	<p>Include an assumptions book for the Financial Model, which should provide sufficient detail for a duplicate Financial Model to be constructed from it and should cover the following areas:</p> <ul style="list-style-type: none"> <li>a) A summary of the financing assumptions (including refinancings), including a breakdown of all fees and costs of the financing;</li> <li>b) Capital, operating, maintenance and life cycle costing schedules;</li> <li>c) Macro-economic assumptions;</li> <li>d) Taxation assumptions;</li> <li>e) Depreciation rates and other accounting policies; and</li> <li>f) All other assumptions required to construct the Financial Model.</li> </ul> <p>The assumptions book should reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Authority may require the Proponent to resubmit either the Financial Model and/or the assumptions book.</p>
4.6.4	Instruction Manual for Financial Models	<p>Include an instruction manual which should explain the functionality of the Financial Model and how it is structured. It should provide:</p> <ul style="list-style-type: none"> <li>a) Sufficient detail to allow the Authority to change model inputs to the sensitivities shown in Forms A6 and A7; and</li> <li>b) Details of the optimization procedure in order to calculate the adjustment to the Service Payments to be made as a result of changes to model inputs.</li> </ul>

Section No.	Title	Contents
4.6.5	Model Audit	<p>Submit an independent financial model audit for the benefit of, and reliance on by, the Authority.</p> <p>This opinion may result from the same independent review of the Financial Model carried out to satisfy the Senior Lenders. The Authority expects that after Preferred Proponent is determined, the Preferred Proponent will provide the Authority with a copy of the auditor's terms of engagement (which shall be in a form satisfactory to the Authority) and the Authority will become an addressee or co-addressee on all future model audit reports – including any interim model audit reports and related correspondence.</p> <p>The model auditor should carry minimum liability coverage of \$2,000,000. For clarity, the Authority does not expect to have priority over the funders should both the funders and the Authority make a claim against this coverage.</p>
<b>4.7</b>	<b>Affordability</b>	
4.7.1	Affordability Model	Complete and include the Affordability Model directly into the Financial Model and link the appropriate outputs from the Financial Model and Pricing Forms.
<b>4.8</b>	<b>Insurance</b>	
4.8.1	Insurance Requirements	<p>Provide undertakings or comfort letters from insurers or the Proponent's insurance broker or adviser that show the Proponent will be able to arrange Project insurances that comply with the requirements of the Final Draft Project Agreement and which will include the following details:</p> <ul style="list-style-type: none"> <li>a) Amounts insured by type of insurance (e.g. Builder's Risk/property coverages, liability coverages etc) to meet the requirements of the Final Draft Project Agreement.</li> <li>b) Amounts insured by type of insurance (e.g. Builder's Risk/property coverages, liability coverages etc) that exceed the requirements of the Final Draft Project Agreement.</li> <li>c) Estimated premiums for each type of insurance (excluding brokerage fees and commissions) in a) and b) above.</li> </ul>
<b>4.9</b>	<b>Pricing</b>	
4.9.1	Price Proposal	<p>Provide:</p> <ul style="list-style-type: none"> <li>(a) The Proposal Net Present Cost (using the Affordability Model as described in the RFP); and</li> </ul>

Section No.	Title	Contents
		(b) Confirmation that the Mandatory Requirements have been met.
4.9.2	Pricing Forms	Complete and include each of Forms A1 through A8. Except where otherwise expressly indicated herein, include all taxes (but excluding GST). References to “Financial Model” should provide the cell reference that shows the corresponding input assumption. Figures set out in Forms A1 through A8 are to be rounded to the nearest thousands of Canadian dollars. Include Pricing Forms in the Financial Model and link the applicable outputs of the Financial Model to the Pricing Forms.



**Form A1 - Service Payments (Unindexed \$000 as of Base Date)**

Contract Month	Life Cycle Payment (\$000 as of Base Date) (A)	Facility Maintenance Payment (\$000 as of Base Date) (B)	SPV Costs (\$000 as of Base Date) (C)	Capital Payment (\$000 not Index Linked) (D)	Total Service Payment (\$000 as of Base Date) (E) E=A+B+C+D
1					
2					
3					
4					
5					
6					
7					
8					
...					
358					
359					
360					

**Note:**

- (a) Values should match those shown in the Affordability Model.

**Form A2 - Service Payments (Indexed \$000 Nominal)**

Contract Month	Life Cycle Payment (\$000 Nominal) (A)	Facility Maintenance Payment (\$000 Nominal) (B)	SPV Costs (\$000 Nominal) (C)	Capital Payment (\$000 not Index Linked) (D)	Total Service Payment (\$000 Nominal) (E) E=A+B+C+D
1					
2					
3					
4					
5					
6					
7					
8					
...					
358					
359					
360					

**Note:**

- (a) Values should match those shown in the Affordability Model.

### Form A3 – Total Facility Development and Capital Cost

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

Capital Cost	Total (\$000 Nominal)	Financial Model Reference
Construction Contracts		
Construction Contingency		
Design Contingency		
Engineering		
Architect		
Environmental Consultant		
Communications Consultant		
Other Consultants		
Survey		
Testing and Inspections		
Landscaping		
Administrative Costs		
Construction Insurance (NTD: not including Authority funded insurance)		
Building permit		
Development Cost Charges (including credits shown separately)		
Off Site Services <ul style="list-style-type: none"> <li>▪ municipal (water, sanitary, storm , road works)</li> <li>▪ other (electricity, gas, cable, telephone)</li> </ul>		
Other Design-Build Cost Items		
<b>CAPITAL COST SUBTOTAL*</b>		
Bidding Fees <ul style="list-style-type: none"> <li>▪ (e.g. advisor fees (financial, technical, legal, tax, model audit, insurance, rating agencies), sponsor development fees)</li> </ul>		

Capital Cost	Total (\$000 Nominal)	Financial Model Reference
SPV Costs During Construction <ul style="list-style-type: none"> <li>(e.g. staffing, accommodation and office supplies, miscellaneous costs (e.g., travel, telephone, bank accounts, corporate insurance, independent certifier))</li> </ul>		
Other Indirect Costs		
<b>TOTAL CAPITAL COSTS**</b>		

Notes:

\* Capital Cost Subtotal should equal to the design-build contract price.

\*\* Total Capital Costs should include all Project costs during the construction period except for:

- Interest expense and accrual associated with funding sources;
- Commitment fees associated with funding sources;
- Arrangement fees associated with funding sources;
- Swap fees and hedge fees associated with funding sources;
- Funding of reserve accounts and associated fees; and
- Any other fees paid to financiers for the provision of capital.

#### Form A4 – SPV Running Costs (\$000 as of Base Date)

Provide full details of the real annual running costs of Project Co for the first full year of operation. If the values vary over time, please provide detail. Such costs should cover the operation of Project Co itself and should not include any costs for the provision of the “Services”.

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

### Form A5 – Summary of Annual Facility Maintenance Service Costs (\$000 as of Base Date)

Provide full details of the annual Facility Maintenance service costs for the first full year of operations. If the values vary over time, please provide detail.

Service	Staff Numbers and Full-time Equivalent Staff (#gross/#FTE)	Cost (\$000 as of Base Date)
Helpdesk Services		
Labour Cost		
Other Expenditures		
FM Services		
Labour Cost		
Other Expenditures		
Management, Administration and Overhead		
Labour Cost		
Other Expenditures		
<b>Total Services Cost</b>		

**Form A6 – Project Sensitivities**

Sensitivities	Change	Loan Life Cover Ratio			Debt Service Cover Ratio			% Change that will breach lockup & bank default ratios		Project IRR		Blended Shareholder IRR
		Average	min	min. year	Average	min	min. year	Lock Up	Default	Real	Nominal	
Inflation for whole project, post-financial close	-1.0%											
Inflation for whole project, post-financial close	+1.0%											
Inflation for whole project, post-financial close	+3.0%											
The Proponent is to provide a description of and the results of any sensitivities required by the Senior Lenders.												

**Form A7 – Interest Rate Sensitivities**

Sensitivities	Change	Loan Life Cover Ratio			Debt Service Cover Ratio			% Change that will breach lockup and bank default ratios		Project IRR		Blended Shareholder IRR
		Average	min	min. year	Average	min	min. year	Lock Up	Default	Real	Nominal	
Change in interest rate pre financial close	+1.0%											
Change in interest rate pre financial close	+0.5%											
Change in interest rate pre financial close	-0.5%											
Change in interest rate pre financial close	-1.0%											
The Proponent is to provide a description of, and the results of, any sensitivities required by the Senior Lenders.												

Note:

- (a) Submit the results of each sensitivity analysis in the format of Form A7 above and the Affordability Model.
- (b) For the purpose of these sensitivities, the Affordability Model may be extracted from the Financial Model.



## Form A8 – Annual Cost of Energy (based on proposed Design and Construction Energy Target)

Include the Design and Construction Energy Target and the proposed Agreed Proportions of Energy for the Facility and in total for the Facility.

Operating Year	Period Commencing (dd/mm/yyyy)	Annual Cost of Energy (nominal) (\$000)
Design and Construction Energy Target		
1		
2		
3		
4		
5		
6		
7		
8		
---		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

## APPENDIX C PROPOSAL DECLARATION FORM

This Proposal Declaration must be executed by the Proponent. By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. Capitalized terms are defined in Section 11.1 of this RFP.

### [RFP Proponent's Letterhead]

To: Cypress Regional Health Authority  
c/o SaskBuilds  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

Attention: Dawn Hart, Contact Person

In consideration of the Authority's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

### 1. Proposal

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

## 2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team member has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- (b) the Proponent has provided a Proposal that does not exceed the Affordability Ceiling as defined in the RFP;
- (c) the Proponent and each Proponent Team member agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (d) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (e) the Proponent has disclosed all relevant relationships of the Proponent and each Proponent Team member, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (f) the Final Draft Project Agreement is in a form acceptable to the Proponent Team and the Senior Lenders (subject to the commitment letter or commitment letters submitted with the Financial Submission) and the Proponent will comply with the requirements of the Final Draft Project Agreement, including by rectifying any non-compliances (material or otherwise) in its Proposal.

## 3. Consent of Proponent Team

- (a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team, as listed below, to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

## 4. The Proponent Team consists of:

Name	Address	Proponent, Design-Builder, Design-Builder's Design Firm, Service Provider, Equity Provider or Key Individual


**PROPONENT REPRESENTATIVE**

---

Name

---

Name of Employer

---

Address

---

Email Address

---

Name of Authorized Signatory

---

Telephone

---

Signature

If the Proponent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable, as identified in the response to the RFQ as the respondent or the respondent team lead(s), or as otherwise acceptable to the Authority.

## APPENDIX D RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Proponent Team on its own behalf and on behalf of each member of the Proponent Team.

The Proponent declares on its own behalf and on behalf of each member of the Proponent Team that:

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent Team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties;
- (c) the following is a full disclosure of all known relationships the Proponent and each member of the Proponent Team has, or has had, with:
  - (1) the Authority;
  - (2) any listed Restricted Party;
  - (3) any current employees, shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party;
  - (4) any former shareholders, directors or officers, as applicable, of the Authority or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time for Technical Submissions; and
  - (5) any other person who, on behalf of the Authority or a listed Restricted Party, has participated or been involved in the Competitive Selection Process or the design, planning or implementation of the Project or has confidential information about the Project or the Competitive Selection Process.

Name of Proponent Team Member	Name of Party with Relationship (e.g., list Authority, Restricted Party)	Details of the Nature of the Relationship with the listed Restricted Party/Person (e.g., <i>Proponent Team member was an advisor to the Restricted Party from 2005-2006</i> )
<i>e.g. Firm Name Ltd.</i>	<i>SaskBuilds</i>	<i>Firm Name Ltd. is working with SaskBuilds on Project X.</i>
<i>e.g. John Smith</i>	<i>Authority Name</i>	<i>Employee from 19XX – 20XX</i>

(Each Proponent Team to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

**NAME OF PROPONENT:**

\_\_\_\_\_  
Name of Firm – Proponent:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Name of Authorized Signatory for Proponent:

\_\_\_\_\_  
Signature:

If the Proponent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable, as identified in the response to the RFQ as the respondent or the respondent team lead(s), or as otherwise acceptable to the Authority.

## APPENDIX E PROPONENT COMMENTS FORM

(Collaborative Meetings – s. 2.2(b))

Swift Current Long Term Care Centre Project

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

## APPENDIX F PARTICIPATION AGREEMENT

November 27, 2013

Cypress Regional Health Authority  
c/o SaskBuilds  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

Attention: Dawn Hart, Contact Person

Dear Sirs/Mesdames:

Re: Swift Current Long Term Care Centre – Participation Agreement in respect of the Request for Proposals issued by Cypress Regional Health Authority (the Authority) on November 27, 2013, as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Name of Proponent] (the “Proponent”) and the Authority, pursuant to which the Proponent agrees with the Authority as follows:

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP
- (b) **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:



- (1) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the Authority;
- (2) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.8 (Partial Compensation for Participation in the RFP) of the RFP;
- (3) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.8 (Partial Compensation for Participation in the RFP) of the RFP; and
- (4) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.

(e) **Amendments.** The Proponent acknowledges and agrees that:

- (1) the Authority may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- (2) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
  - i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
  - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
  - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement.

- (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (4) *Enurement.* This Participation Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of Saskatchewan and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (7) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (8) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

---

(Name of Proponent)

---

(Name of Equity Provider)

---

Authorized Signatory

---

Authorized Signatory

---

Name of Authorized Signatory  
(please print)

---

Name of Authorized Signatory  
(please print)

---

Name of Equity Provider

---

Authorized Signatory  
(please print)



---

Add signature block for each Equity Provider

## SCHEDULE 1 – Confidentiality Conditions

(a) Definitions. In these confidentiality conditions:

- (1) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- i. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
  - ii. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - iii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
  - iv. was developed independently by the Receiving Party without the use of any Confidential Information; or
  - v. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
- (2) **Disclosing Party** means the Authority or any of its Representatives;
- (3) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
- (4) **Receiving Party** means a Proponent or any of its Representatives;

- (5) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, Project team members or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Receiving Party, the Authority, Ministry of Health, SaskBuilds or Partnerships BC in connection with the Project.
- (b) **Confidentiality.** The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- (c) **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
- (d) **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Receiving Party will notify the Authority, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- (e) **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to the Authority or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Receiving Party will confirm that delivery or destruction to the Authority in writing, all in accordance with the instructions of the Authority (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy

of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

- (f) **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.
- (g) **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the Authority will be deemed to be a waiver of that right or remedy.

## APPENDIX G COMMITMENT LETTER TEMPLATE

### Financial Submission

The commitment letter submitted as part of the Financial Submission should be in substantially the following form, addressed to the Authority, and sent from all Senior Lenders supporting the Proposal, either individually or (provided that all of them sign the letter) as a group. Separate letters from separate groups of Senior Lenders (e.g., senior, mezzanine, capital markets, and financial Guarantors) may be provided, if appropriate.

To: Cypress Regional Health Authority  
c/o SaskBuilds  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

Re: Swift Current Long Term Care Centre Project (the “**Project**”)

[Insert Bank/other Financial Institution Name] [Insert Group letter]

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

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

- (1) the completion of a satisfactory audit of the Financial Close Financial Model;
- (2) negotiation and finalization of funding documentation based on the attached debt term sheet; and
- (3) negotiation and finalization of Principal Contracts based on the heads of terms included in the Proposal.

(b) we have carried out and relied upon the due diligence referred to in paragraph 1 above with support from, and in cooperation with, [[Insert Name]] (our legal advisors), [[Insert Name]] (our

technical advisors) and [Insert Name] (our insurance advisors) [and [Insert Name] (our model auditors)]. In particular:

- (1) due diligence on the Technical Submission proposed for the Project by the Proponent has been undertaken on our behalf and we are satisfied with the Technical Submission;
  - (2) due diligence on the insurance proposals contained in the Proposal and the Authority's requirements in relation to insurances for the Project has been undertaken on our behalf and we can confirm that we are satisfied with the adequacy of the proposed insurance arrangements contained within the Proposal (assuming that such insurance arrangements are commercially available at the time of financial close);
  - (3) due diligence has been undertaken on the Financial Model included in the Proposal and we confirm that the results of the Financial Model (including the sensitivities) are satisfactory and capable of supporting the proposed financing described in the attached debt term sheet; and
  - (4) we confirm that we accept the terms and risk allocation of and have no further comments on the Final Draft Project Agreement, and that this agreement is acceptable without modification (except as contemplated therein) for purposes of financing the Project as contemplated in this letter.
- (c) we are satisfied that the attached debt term sheet sets out all significant commercial terms and conditions relating to the financing referred to in paragraph 1 above and the debt funding structure and, if any, all required terms relating to any material adverse change conditions to which the commitment referred to in paragraph 1 above is subject.
- (d) [If individual letters submitted] we confirm that we have received credit committee approval and, if any, other required internal approvals for the underwriting of up to [Insert Value]% of the [describe relevant facilities referred to in debt term sheet] on the terms contemplated by this letter and the attached debt term sheet.

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

[List bank/financial institutions individually & % participations of each of them in each facility].

[If individual or group letters submitted] we confirm that [our commitment] [the commitment of each signatory of this letter] described in this letter in the amount represented



by the percentage(s) detailed above will not be affected by any subsequent withdrawal by, or removal of, any other senior lender from the Proponent's Financing Plan.

- (e) we confirm that we will be able to meet the Authority's timetable to achieve Financial Close (i.e., execution and delivery of all funding agreements and satisfaction of all conditions precedent to initial drawdown) by 13 weeks after the announcement of the Proponent as the Preferred Proponent.

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

The provisions of this letter and attached debt term sheet have been approved for a period expiring not less than 90 Business Days from the date of submission of the Financial Submission forming part of the Proposal on June 3, 2013 (the "**Submission Time for Financial Submissions**" under the RFP).

## APPENDIX H PREFERRED PROPONENT SECURITY DEPOSIT

[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by, or confirmed by, a Canadian chartered bank acceptable to the Authority in its discretion and be callable at the bank's counters in Regina, Saskatchewan]

TO: Cypress Regional Health Authority

<>

(the "Beneficiary")

RE PREFERRED PROPONENT SECURITY DEPOSIT

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

Dear Sirs:

At the request of our client, \_\_\_\_\_ (the Customer), we hereby issue in your favour our irrevocable letter of credit No. \_\_\_\_\_ (Letter of Credit) for a sum not exceeding in the aggregate five hundred thousand (CDN \$500,000) effective immediately.

This bank will immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$500,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, **[Note: insert address of Bank in Regina, Saskatchewan]**, Canada referencing this irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_.

Partial drawings are permitted.

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

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

(a) the person signing the certificate is an authorized signatory of the Beneficiary; and



(b) the Beneficiary is entitled to draw upon this Letter of Credit.

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

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

All banking charges are for the account of the Customer.

This Letter of Credit will remain in full force and effect and, unless renewed, will expire at the close of business on [Insert Date].

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 20 Business Days before the expiry date.

---

Authorized Signatory

---

Authorized Signatory

**APPENDIX I ENQUIRY REQUEST FORM**

**ENQUIRY REQUEST FORM**

**Swift Current Long Term Care Centre Project**

Request Number: \_\_\_\_\_

Proponent Team: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Request:    ☐ Information    ☐ Clarification    ☐ Meeting

Do you request this query to be Commercial in Confidence?    ☐ Yes    ☐ No

This form may be used for single and multiple enquiries.

**Enquiry/Enquiries:**

---

---

---

---

## **APPENDIX J INITIAL DRAFT PROJECT AGREEMENT**

Posted in the Data Room.

## APPENDIX K ADVANCE INTEREST RATE SUBMISSION

### A. General Approach to Pricing the Benchmarks

	Advance Interest Rate Submittals (excluding Initial)	Preferred Proponent Stage
<p>Senior Debt Base Rate Benchmark</p> <p>(not swapped, based on Government of Canada benchmark bonds)</p>	<p>Bid-market rates for Government of Canada benchmark bonds to be provided by the Authority.</p> <p>Interpolation (if any) to be calculated by the Proponent using a methodology agreed during the Initial AIRS process.</p> <p>The calculated Senior Debt Base Rate Benchmark, including the calculation methodology, will be subject to the Authority's approval.</p>	<p>At <u>Financial Close</u>:</p> <p>Senior Debt Base Rate Benchmark to be provided by the Preferred Proponent in accordance with a pre-agreed rate setting protocol.</p> <p>Proponent to source its own bid-market data. Interpolation methodology to match that agreed during the AIRS process.</p> <p>The Senior Debt Base Rate Benchmark will be subject to the Authority's approval.</p>
<p>Swapped Senior Debt Base Rate Benchmark</p> <p>(swapped, based on a forward swap curve)</p>	<p>Mid-market CAD swap and mid-market CAD basis swap data will be provided by the Authority.</p> <p>Proponent will use the information provided by the Authority to calculate the appropriate Swapped Senior Debt Base Rate Benchmark using a methodology agreed during the Initial AIRS process.</p> <p>Proponent will provide the terms of the swap structure per the template provided in Appendix K-2 unless an alternative structure is proposed by the Proponent and agreed by the Authority.</p> <p>Proponent will assume that the terms provided, including but not limited to, the notional schedule and the fixed rate, assume that Financial Close happened on the same day that the rates were provided by the Authority under Appendix K-1.</p> <p>The calculated Swapped Senior Debt Base Rate Benchmark, including the calculation methodology, will be subject to the Authority's approval.</p>	<p>At <u>Financial Close</u>:</p> <p>Swapped Senior Debt Base Rate Benchmark to be provided by the Preferred Proponent in accordance with a pre-agreed rate setting protocol.</p> <p>Proponent to source its own mid-market data. Calculation methodology to match that agreed during the AIRS process.</p> <p>The Swapped Senior Debt Base Rate Benchmark will be subject to the Authority's approval.</p>
<p>Reinvestment Base Rate Benchmark</p>	<p>An approach similar to the Senior Debt Base Rate Benchmark or the Swapped Senior Debt Base Rate Benchmark</p>	<p>At <u>Financial Close</u>:</p> <p>An approach similar to the Senior Debt Base Rate Benchmark or the</p>

	depending on the nature of the relevant reinvestment product.	Swapped Senior Debt Base Rate Benchmark depending on the nature of the relevant reinvestment product.
--	---	---

The “Senior Debt Base Rate Benchmark” will be calculated at the bid-market rate, excluding any execution spread, credit spread, liquidity spread or any other form of margin, spread or fee. The “Swapped Senior Debt Base Rate Benchmark”, and the “Reinvestment Base Rate Benchmark” will all be calculated at the mid-market rate excluding any execution spread, credit spread, liquidity spread or any other form of margin, spread or fee. The Service Payments submitted as part of the Proponent’s Financial Submission should include any execution and/or swap credit spread/charge required to execute the relevant benchmark and, for the avoidance of doubt, such execution and/or swap credit spread/charge will not be subject to any adjustments after Financial Submission.

#### **A. Initial AIRS**

##### **1. Information to be Provided by the Authority**

The Authority expects to provide an updated Appendix K-1 to Proponents on **April 9, 2014** based on market rates as at 8:00 Local Saskatchewan Time on that day.

##### **2. Information to be Provided by the Proponent**

In its Initial AIRS the Proponent is to provide:

- a) A statement of which of its Senior Credit Facilities it elects to designate as an Adjustment Credit Facility. If the Proponent does not elect to designate any Senior Credit Facility as an Adjustment Credit Facility, then a statement to that effect.

If no Senior Credit Facilities are designated as an Adjustment Credit Facility then, except as required by this section a), the Proponent is not required to submit any further information in respect of the AIRS process.

Any Senior Credit Facility designated as an Adjustment Credit Facility may be adjusted, but only in accordance with this RFP, between Financial Submission and Financial Close. Any Senior Credit Facility not designated as an Adjustment Credit Facility may not be adjusted following Financial Submission.

- b) A statement of which of the Benchmarks the Proponent elects to apply to each of the designated Adjustment Credit Facilities.

c) If a Proponent elects to apply the Senior Debt Base Rate Benchmark:

- i. Confirmation that the Government of Canada benchmark bonds identified by the Authority in Appendix K-1 are suitable for the anticipated debt structure contemplated by the Proponent. When selecting the Government of Canada benchmark bonds, Proponents should consider Canadian bond market pricing convention which is to price amortizing bonds using an underlying benchmark bond with a term to maturity that approximates the average life date, not the maturity date.
- ii. If the Government of Canada benchmark bonds identified by the Authority in Appendix K-2 are not suitable for the anticipated debt structure contemplated by the Proponent, then alternate security or securities for consideration by the Authority.

In such instances, the Proponent is to provide sufficient information to allow the Authority to confirm that the Government of Canada benchmark bonds identified by the Authority in Appendix K-1 are not suitable for the Proponent's anticipated debt structure. If other alternate security or securities are requested, the information provided must demonstrate why they are suitable and possess similar characteristics in terms of information access, rating, duration, liquidity and amortization as the Government of Canada benchmark bonds.

Alternate security or securities may be accepted or rejected by the Authority in its absolute discretion.

- iii. A detailed explanation, including a worked example, of how and in what circumstances the Proponent will calculate an interpolated rate from the approved securities.

d) If a Proponent elects to apply the Swapped Senior Debt Base Rate Benchmark:

- i. A completed indicative swap term sheet substantially in the form shown in Appendix K-2 except that for the purpose of the Initial AIRS, terms and conditions marked on the indicative term sheet with an asterisk (\*) need not be submitted.
- ii. A detailed explanation, including a worked example indicating the periodic payments and reset rates expected as calculated by the Proponent, of how the Swapped Senior Debt Base Rate Benchmark will be calculated from the information provided to the Proponent by the Authority.



e) If a Proponent elects to apply the Reinvestment Base Rate Benchmark:

- i. A description of the reinvestment products to which the Benchmark will apply and the association between those reinvestment products and the Senior Credit Facilities.
- ii. Confirmation as to whether the Reinvestment Base Rate Benchmark is to be based on a swapped rate product;
- iii. If the Reinvestment Base Rate Benchmark is not to be based on a swapped rate product then the same information requested in section c) in relation to the Reinvestment Rate Benchmark;
- iv. If the Reinvestment Base Rate Benchmark is to be based on a swapped rate product then the same information requested in section d) in relation to each Reinvestment Base Rate Benchmark.

### **3. Process following Initial AIRS**

Within a reasonable period determined by the Authority after the Initial AIRS Submission Time, the Authority will advise the relevant Proponent whether, in the Authority's discretion, the information contained within the Initial AIRS is acceptable.

If the Authority advises a Proponent, with particulars, that any Initial AIRS is not acceptable, the Proponent is to submit a revised Initial AIRS to the Authority that addresses the Authority's concerns within 5 Business Days (or other such reasonable period determined by the Authority in its discretion) after receiving such notice.

The Authority may, in its discretion, request a meeting with the Proponent to discuss its Initial AIRS.

This process will be repeated (at the discretion of the Authority) until an Initial AIRS is proposed that is acceptable to the Authority, in the Authority's discretion. A Proponent that has submitted an Initial AIRS that is acceptable to the Authority will be invited to submit an Interim AIRS.

A Proponent may make a supplementary submission after the Initial AIRS (on the same basis as the Initial AIRS) and before the Interim AIRS. It is in the Authority's discretion whether to accept the supplementary submission. If there is insufficient time for the Authority and the Proponent to agree on revised Benchmarks, the Proponent will use the benchmarks approved at the Initial AIRS.

## **B. Interim AIRS**

### **1. Information to be Provided by the Authority**

The Authority expects to provide Proponents with an updated Appendix K-1 on **April 22, 2014** based on market rates as at 8:00 Local Saskatchewan Time on that day.

### **2. Information to be Provided by the Proponent**

In its Interim AIRS the Proponent is to provide:

- a) If a Proponent elected in its Initial AIRS to apply the Senior Debt Base Rate Benchmark:
  - i. Acceptance of the information provided one week prior to the Interim AIRS Submission Time by the Authority to the Proponent.
  - ii. The calculation used by the Proponent to determine the Senior Debt Base Rate Benchmark from the information provided by the Authority.
  - iii. Confirmation that the Senior Debt Base Rate Benchmark is calculated using the rates provided by the Authority and excludes all margins, spreads and fees.
- b) If a Proponent elected in its Initial AIRS to apply the Swapped Senior Debt Base Rate Benchmark:
  - i. Acceptance of the information provided one week prior to the Interim AIRS Submission Time by the Authority to the Proponent.
  - ii. A completed indicative swap term sheet substantially in the form shown in Appendix K-2.
  - iii. The Swapped Senior Debt Base Rate Benchmark determined by the Proponent using the information provided by the Authority.
  - iv. The calculation used by the Proponent to determine the Swapped Senior Debt Base Rate Benchmark.
  - v. Confirmation that the Swapped Senior Debt Base Rate Benchmark is calculated using the rates provided by the Authority and excludes all margins, spreads and fees (with the exception of any swap spread/charge implied within the mid-market CAD swap curve). Any execution and/or swap credit spread/charge required to execute the Swapped Senior

Debt Base Rate Benchmark should be included in the Proponent's Service Payments submitted as part of its Financial Submission and will not be subject to any adjustments after Financial Submission.

- c) If a Proponent elected in its Initial AIRS to apply the Reinvestment Base Rate Benchmark:
- i. Acceptance of the information provided one week prior to the Interim AIRS Submission Time by the Authority to the Proponent.
  - ii. If relevant, a completed indicative swap term sheet substantially in the form shown in Appendix K-2. If an indicative swap term sheet is not relevant to the Reinvestment Base Rate Benchmark then a confirmation as such.
  - iii. The Reinvestment Rate Benchmark determined by the Proponent using the information provided by the Authority.
  - iv. The calculation used by the Proponent to determine the Reinvestment Base Rate Benchmark from the information provided by the Authority;
  - v. Confirmation that the Reinvestment Base Rate Benchmark is calculated using the rates provided by the Authority and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve, if relevant).

### **3. Process following Interim AIRS**

Within a reasonable period determined by the Authority after the Interim AIRS Submission Time, the Authority will advise the relevant Proponent whether, in the Authority's discretion, the information contained within the Interim AIRS is acceptable.

If the Authority advises a Proponent, with particulars, that any Interim AIRS is not acceptable, the Proponent is to submit a revised Interim AIRS to the Authority that addresses the Authority's concerns within 5 Business Days (or other such reasonable period determined by the Authority in its discretion) after receiving such notice.

The Authority may, in its discretion, request a meeting with the Proponent to discuss its Interim AIRS.

This process will be repeated (at the discretion of the Authority) until an Interim AIRS is proposed that is acceptable to the Authority, in the Authority's discretion. A Proponent that has submitted an Interim AIRS that is acceptable to the Authority will be invited to submit a Final AIRS.

### **C. Final AIRS**



## **1. Information to be Provided by the Authority**

The Authority expects to provide an updated Appendix K-1 to Proponents on **May 14, 2014** based on market rates as at 8:00 Local Saskatchewan Time.

## **2. Information to be Provided by the Proponent**

In its Final AIRS the Proponent is to provide:

- a) If a Proponent elected in its Initial AIRS to apply the Senior Debt Base Rate Benchmark:
  - i. Acceptance of the information provided one week prior to the Final AIRS Submission Time by the Authority to the Proponent.
  - ii. The calculation used by the Proponent to determine the Senior Debt Base Rate Benchmark from the information provided by the Authority.
  - iii. Confirmation that the Senior Debt Base Rate Benchmark is calculated using the rates provided by the Authority and excludes all margins, spreads and fees.
- b) If a Proponent elected in its Initial AIRS to apply the Swapped Senior Debt Base Rate Benchmark:
  - i. Acceptance of the information provided one week prior to the Final AIRS Submission Time by the Authority to the Proponent.
  - ii. A completed indicative swap term sheet substantially in the form shown in Appendix K-2.
  - iii. The Swapped Senior Debt Base Rate Benchmark determined by the Proponent using the information provided by the Authority.
  - iv. The calculation used by the Proponent to determine the Swapped Senior Debt Base Rate Benchmark.
  - v. Confirmation that the Swapped Senior Debt Base Rate Benchmark is calculated using the rates provided by the Authority and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve).
  - vi. With the exception of any swap spread implied within the mid-market CAD swap curve, an execution and/or credit spread/charge required to execute the relevant rate (for the Swapped Senior Debt Base Rate Benchmark should be included in the Proponent's

Service Payments submitted as part of its Financial Submission and will not be subject to any adjustments after Financial Submission).

- c) If a Proponent elected in its Initial AIRS to apply the Reinvestment Base Rate Benchmark:
- i. Acceptance of the information provided one week prior to the Final AIRS Submission Time by the Authority to the Proponent.
  - ii. If relevant, a completed indicative swap term sheet substantially in the form shown in Appendix K-2. If an indicative swap term sheet is not relevant to the Reinvestment Base Rate Benchmark then a confirmation as such.
  - iii. The Reinvestment Rate Benchmark determined by the Proponent using the information provided by the Authority.
  - iv. The calculation used by the Proponent to determine the Reinvestment Base Rate Benchmark from the information provided by the Authority;
  - v. Confirmation that the Reinvestment Base Rate Benchmark is a mid-market rate and excludes all margins, spreads and fees (with the exception of any swap spread implied within the mid-market CAD swap curve, if relevant).

## **2. Process following Final AIRS**

Within a reasonable period determined by the Authority after the Final AIRS Submission Time, the Authority will advise the relevant Proponent whether, in the Authority's discretion, the information contained within the Final AIRS is acceptable.

If the Authority advises a Proponent, with particulars, that any Final AIRS is not acceptable, the Proponent is to submit a revised Final AIRS to the Authority that addresses the Authority's concerns within 5 Business Days (or other such reasonable period determined by the Authority in its discretion) after receiving such notice.

The Authority may, in its discretion, request a meeting with the Proponent to discuss its Final AIRS. This process will be repeated (at the discretion of the Authority) until a Final AIRS is proposed that is acceptable to the Authority, in the Authority's discretion.

## **APPENDIX K-1**

See rate sheet PDF to be provided as a separate document.

Note: If any Government of Canada benchmark bond switches to an alternative Government of Canada benchmark bond prior to Financial Close, the pricing of any Adjustment Credit Facilities based on the affected Government of Canada benchmark bond will also switch to the applicable alternative Government of Canada benchmark bond.

---

## **APPENDIX K-2**

### **Swap Term Sheet**

Provided as a separate spreadsheet.

## APPENDIX L INTERIM FINANCIAL COSTS SUMMARY FORM

### Estimated Initial Capital Costs:

Cost Category	Items Included in Cost Centre	Total for Each Category \$000 (Nominal)
<b>Indirect Capital Costs</b>	Bid Development Project Co Project Management Other Indirect Costs	
<b>Construction</b>	Site Development Hard Construction Soft Construction Furniture and Equipment Parking	
<b>Total Estimated Capital Costs</b>		<b>\$</b>

### Estimated Annual Facility Maintenance Costs:

Cost Category	Items Included in Cost Centre	Total for Each Category \$000 (Nominal)
<b>Facility Maintenance</b>	Building Maintenance Parking Maintenance	
<b>Indirect Operating Costs</b>	Project Co Project Management Other Indirect Costs	

### Estimated Life-Cycle Costs:

Life Cycle Cost Centre	Estimated Year(s) of Expenditure(s)	Total for Each Category \$000 (Nominal)
<b>Life Cycle Costs</b>		