



Request for Proposals

Financial Advisory Services for Swift Current Long Term Care Centre Project

Issue Date: July 19, 2013

RFP#: CHRP3FI-2013

Submission Time: August 12, 2013
2:00 p.m. (local time)

Submission Location: By email to: Colleen.Minken@cypressrha.ca
or
By hand or mail/courier to:
Cypress Health Region
429 - 4th Avenue NE
Swift Current, Saskatchewan S9H 2J9
Attention: Colleen Minken

Contact Person: Colleen Minken

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PREAMBLE

The Cypress Regional Health Authority (the “**Authority**”), in collaboration with the Government of Saskatchewan represented by the Ministry of Health (the “**Ministry**”) and SaskBuilds Corporation (“**SaskBuilds**”), is planning to replace three of its long term care facilities located in the City of Swift Current, Saskatchewan, with one facility (the “**Project**”) to be delivered using a design-build-finance-maintain (DBFM) approach.

The Project is anticipated to be a 225-unit long-term care centre. Recent trends in long term care are increasingly moving towards a home-like environment to create a more positive atmosphere. It is anticipated that the new facility would comprise a series of homes and that the design would provide flexibility to add capacity in the future, if required.

The site for the new facility is approximately six hectares and it is located adjacent to the existing Cypress Regional Hospital. The site is zoned for the intended use. A site plan is attached as Appendix E.

The site is part of the local community’s Master Plan to create an integrated campus that is envisioned to include indoor and outdoor sports facilities, public and school libraries, an art gallery, elementary schools and senior care facilities.

The existing facilities listed below are a part of the Cypress Health Region and are all located in Swift Current:

- (a) Prairie Pioneers Lodge
- (b) Palliser Regional Care Centre
- (c) Swift Current Care Centre

The Authority is one of 12 regional health authorities that exist within the Province of Saskatchewan and is located in the southwest corner of the province. The Authority provides health services to nearly 80 rural and urban municipalities and employs approximately 1,700 staff members who provide a wide variety of facility-based and community-based programs and services in the region’s 20 facilities, communities, and individual’s homes. The Authority’s regional office is located in the City of Swift Current, which is the largest community in the region and the location of its only specialized regional hospital.

More information about the Cypress Health Region can be found at www.cypresshealth.ca.

More information about the Ministry of Health can be found at www.health.gov.sk.ca.

www.health.gov.sk.ca.

SaskBuilds was established by the Government of Saskatchewan in 2012 to provide advice and recommendations for advancing major infrastructure projects through innovative approaches to infrastructure development and alternative financing models such as public private partnerships.

Additional information about SaskBuilds is available at www.saskbuilds.ca.

Partnerships British Columbia ("**Partnerships BC**") will be working in collaboration with SaskBuilds and will be the primary advisor for the delivery of the Project. Partnerships BC is a company owned by the Province of British Columbia and its mandate is to assist public sector clients in the planning and procurement of complex infrastructure projects. The company provides a full spectrum of services ranging from business planning and procurement management to design and construction advisory services.

Additional information about Partnerships BC is available at www.partnershipsbc.ca/index.php.

1. INTRODUCTION

1.1 Purpose

The Authority is pleased to invite Proposals from qualified and experienced teams to provide the services described in Appendix C to this RFP (the “**Financial Advisory Services**” or “**Services**”) in connection with the Project.

The purpose of this RFP is to select a Preferred Proponent to enter into negotiations for a contract to perform the Financial Advisory Services. The draft form of contract that the Authority wishes to use is attached as Appendix B to this RFP.

1.2 Authority’s Advisor Only

Interested parties should be aware that the successful Proponent who enters into a contract with the Authority for the Services will not be eligible to provide services, directly or indirectly, to any potential bidder in relation to the Project. Refer to section 6.7 of this RFP.

2. ANTICIPATED TIMELINE FOR ADVISOR SELECTION PROCESS

The Authority’s anticipated timeline for the Advisor Selection Process is set out in Table 1 below. Proponents should note in particular that the successful Proponent should be prepared to start the Services on September 3, 2013.

Table 1: Advisor Selection Schedule

Anticipated Milestones	Date
Issue RFP for Financial Advisory Services	July 19, 2013
Submissions due	August 12, 2013
Interviews (if required)	August 19-20, 2013
Selection of Preferred Proponent	August 23, 2013
Execution of Services Contract	By August 30, 2013
Work commences	September 3, 2013

This schedule is subject to change at the discretion of the Authority.

3. THE SCOPE OF WORK

3.1 Role of Financial Advisor

The Financial Advisor will provide the financial advisory services described in Appendix C – Terms of Reference.

As described in Appendix C, the Financial Advisor will be required to work collaboratively with the Authority’s Project team, which comprises representatives of the Authority, the Ministry and SaskBuilds as well as various consultants providing advisory services.

The Project site is located in Swift Current and it is anticipated that Project meetings will occur in Regina or Swift Current.

3.2 Project Schedule

The preliminary Project schedule is as follows:

Table 2: Project Schedule

Milestone	Date
Issue Project request for qualifications	August 2013
Issue Project request for proposals	November 2013
Select Preferred Proponent	May 2014
Financial Close	July 2014
Commence construction	July 2014

This schedule is subject to change at the discretion of the Authority.

4. INSTRUCTIONS TO PROPONENTS

4.1 Submission Time and Location

Proposals may be submitted either:

- (a) by e-mail to the following email address: Colleen.Minken@cypressrha.ca; or
- (b) by hand or mail or courier delivery to the following address:

MAIL or COURIER / BY HAND:

Cypress Health Region
 429 - 4th Avenue NE
 Swift Current, Saskatchewan S9H 2J9
Attention: Colleen Minken

Proposals must be received before the Submission Time at the e-mail address in (a) above or at the physical location in (b) above. Proposals received after the Submission Time will not be considered.

Proponents are solely responsible for ensuring their Proposals are received before the Submission Time. Refer to Section 4.8 regarding responsibility for e-mail communications. For Proposals delivered by hand or mail or courier delivery, the Submission Time will be established by the clock used by the Authority for that purpose.

4.2 No Fax Submission

Proposals submitted by fax will not be accepted.

4.3 Submission Form and Content

Proposals should:

- (a) if submitted by e-mail, be in the form of a PDF attachment to an e-mail addressed to the Contact Person;
- (b) if delivered by hand, mail or courier, include one hard copy and one electronic copy on CD or memory stick;
- (c) be clearly identified as “Swift Current Long Term Care Centre Project – Request for Proposals – Financial Advisory Services”;
- (d) be written in English (any portion of a Proposal not in English may not be evaluated); and
- (e) be signed by an authorized signatory of the Proponent.

Detailed information on the form and content of submissions is included in Appendix A – Submission Guidelines.

4.4 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. Submission of a Proposal by a Proponent constitutes a representation by that Proponent that it has verified receipt of a complete RFP.

4.5 Receipt Confirmation Form

The Proponent Representative should fill out and return the attached Receipt Confirmation Form (Appendix D). All subsequent information regarding this RFP, including changes made to this document, will be emailed only to Proponent Representatives who return the completed Receipt Confirmation Form. The Receipt Confirmation Form may be submitted in hard copy format to the address noted on the Receipt Confirmation Form or electronically via email to the Contact Person, and should be clearly identified as “Swift Current Long Term Care Centre Project – Request for Proposals – Financial Advisory Services”.

4.6 Draft Contract

By submission of a Proposal, the Proponent agrees that if it is selected as the Preferred Proponent, the Proponent will enter into negotiations to establish a Contract, based on the draft Contract attached as Appendix B – Draft Form of Contract (with Schedule A to the Contract prepared based on the terms of reference attached at Appendix C – Terms of Reference and Schedules B, C and D to the Contract prepared based on the Preferred Proponent’s Proposal). Refer to Appendix A regarding proposed amendments to the draft Contract.

4.7 Enquiries

All communications or enquiries about this RFP should be sent by email to the Contact Person. No phone call enquiries will be accepted.

Communications or enquiries to the Contact Person should clearly state “Swift Current Long Term Care Centre Project – RFP – Financial Advisory Services Enquiry” in the subject line of the email.

Communications or enquiries to, and responses from, the Contact Person may, at the discretion of the Authority, be distributed to all Proponents. The Authority reserves the right not to respond to any enquiry or communication made by a Proponent.

A Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry to be commercially sensitive, and if the Authority decides that an enquiry must be distributed to all Proponents, then the Authority will permit the enquirer to withdraw the enquiry rather than receive a response. However, any enquiry and response may, in the Authority’s discretion, be distributed to all Proponents, or the Authority may keep either or both the enquiry and response confidential if in the judgment of the Authority it is fair or appropriate to do so.

4.8 Communications

The following provisions will apply to any communications with the Contact Person, including submission of Proposals:

- (a) Fax communications will not be accepted.
- (b) The Authority will not be responsible or liable to any Proponent:
 - (1) for ensuring that any electronic email system being operated by or for the Authority 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; and/or
 - (2) if an email communication or delivery is not received by the Authority, or received in less than its entirety, within any time limit specified by this RFP.
- (c) All email communications with, including submission of Proposals 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.

4.9 Unofficial Information

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

4.10 Addenda

The Authority may, in its discretion through the Contact Person, amend or clarify the terms or contents of this RFP by written addendum (an “**Addendum**”). A written Addendum is the only means of amending or clarifying this RFP.

Only the Authority, through 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, through the Contact Person, will make reasonable efforts to deliver each Addendum by email to

the Proponent's Representative as identified on the Receipt Confirmation Form. The Authority makes no guarantee of timely delivery of any Addenda to any person.

4.11 Revisions Prior to the Submission Time

A Proponent may amend its Proposal at any time before the Submission Time by submitting a clear and detailed written notice by email to the Contact Person. Any amendment received after the Submission Time will not be considered in Proposal evaluations.

5. EVALUATION

5.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an evaluation committee appointed by the Authority (the "**Evaluation Committee**"). The Evaluation Committee may consult with others including staff members of the Authority, SaskBuilds or the Ministry, third party consultants and references, as the Evaluation Committee may in its discretion decide is required. The Evaluation Committee will make a recommendation to the Authority regarding selection of a Preferred Proponent.

5.2 Evaluation Criteria

The Evaluation Committee will evaluate all Proposals to determine the Proponent that submitted the Proposal which is most advantageous to the Authority, using the following criteria (which may not be listed in order of importance):

- (a) the qualifications and experience of the Proponent and its Proponent Team Leader, including experience with the types of projects and tasks identified in Section 2(a) of Appendix A;
- (b) the approach and methodology the Proponent would employ to perform the Services;
- (c) the Proponents proposed work plan for the Services, including the availability of the Proponent Team Leader and the Proponent's resources and capacity to complete the Services within the schedule as indicated in section 3.2;
- (d) the Proponent's financial proposal; and
- (e) the nature and extent of the Proponent's required amendments to the draft Contract, if any.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

5.3 Evaluation Process

To assist in evaluation of the Proposals, and in determining their suitability, acceptability and credibility, the Authority may, in its discretion, but is not required to:

- (a) conduct reference checks, including with any or all of the references cited in a Proposal and with sources not identified in a Proposal, to verify any and all information regarding a Proponent, inclusive of its directors/officers, and to conduct any background investigations that it considers necessary in the course of the Advisor Selection Process, including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any or all of the Proponent Team members and to take into consideration any information from such references and background investigations in the evaluation of Proposals;
- (b) seek clarification or further information from any or all Proponents and consider such supplementary information in the evaluation of Proposals;
- (c) request interviews/presentations with any or all Proponents to clarify any questions and/or considerations based on the information included in Proposals during the evaluation process, and take into consideration the presented information; and
- (d) decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be selected as a Preferred Proponent.

5.4 Negotiation of Contract and Award

If the Authority selects a Preferred Proponent, then it may enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract, including financial terms. If discussions are successful, the Authority and the Preferred Proponent will finalize a Contract. If at any time the Authority reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with a Preferred Proponent within a reasonable time, the Authority may at its discretion give the Preferred Proponent written notice to terminate discussions, in which event the Authority may either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5.5 Unsuccessful Proponent Notification

If the Authority finalizes a Contract with the successful Proponent, the Authority will notify each unsuccessful Proponent by email to the Proponent's Representative as identified on the Receipt Confirmation Form.

5.6 Debriefing

The Authority will hold a debriefing for any unsuccessful Proponent that requests a debriefing within 14 days of receiving notification under Section 5.5. Requests for debriefing will not be accepted after this 14 day period. The Authority will make best efforts to schedule a debriefing session within 30 days of the receipt of a request.

During a debriefing, only the relative strengths and weaknesses of that Proponent's Proposal will be disclosed and discussed. Confidential information will not be disclosed.

6. RFP TERMS AND CONDITIONS

6.1 No Obligation to Proceed

This RFP is not a tender and does not commit the Authority in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract.

6.2 Reservation of Rights

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

- (a) amend the scope of the Services, or modify, cancel or suspend this RFP process at any time for any reason;
- (b) accept or reject any Proposal based on the evaluation criteria set out in this RFP, as evaluated by the Evaluation Committee;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) not select any Preferred Proponent;
- (e) reject any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (f) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Assignment 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 and all aspects of a Proposal or the draft Contract; and
- (i) extend, from time to time, any date, time period or deadline provided in this RFP by Addendum.

6.3 Cost of Preparing Submissions

Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including costs of providing information requested by the Authority, attendance at meetings, and conducting due diligence.

6.4 Limitation of Damages

Each Proponent, by submitting a Proposal, agrees that:

- (a) if any or all Proposals are rejected for any reason, or the Advisor Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Services or modification of this RFP or both), neither the Authority, SaskBuilds, the Ministry nor any of their employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Proponent in any

manner whatsoever, including, but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity, or for any other matter;

- (b) the Proponent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Proponent is not selected as Preferred Proponent or awarded a Contract; and
- (c) with respect to circumstances not listed in the foregoing subsections (a) and (b), the Proponent will not make any Claim against the Authority, SaskBuilds, the Ministry nor any of their employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Proposal.

6.5 Ownership of Proposals and Confidentiality

All documents, including Proposals, submitted to the Authority become the property of the Authority. They will be received and held in confidence except as required for the purposes of evaluating Proposals in accordance with this RFP and as may be required by applicable laws.

6.6 Freedom of Information and Protection of Privacy

All documents and other records in the custody of, or under the control of, the Authority are subject to the Local Authority Freedom of Information and Protection of Privacy Act (LAFOIPPA) of Saskatchewan and other applicable legislation. All documents and other records in the custody of, or under the control of, the Ministry are subject to the Freedom of Information and Protection of Privacy Act (FOIPPA) of Saskatchewan and other applicable legislation.

For Saskatchewan, LAFOIPPA and FOIPPA can be accessed as follows:

<http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/L27-01.pdf>

<http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/F22-01.pdf>

6.7 Restrictive Participation

Signing of the Contract will prohibit the Financial Advisor from participating on any team competing in any selection process for some or all of the work related to the Project.

Please note that a team bidding for delivery of the Project may be disqualified from the procurement if the Financial Advisor were to become a member of their team. An individual or organization would be considered to be a member of a team if they have a direct financial interest in the success of a proposal or assist in the development of a proposal.

6.8 No Unauthorized Communication

Proponents and/or any other interested parties must not attempt to communicate, or actually communicate, directly or indirectly, on matters related to this Advisor Selection Process with any representative of the Authority (other than the Contact Person), elected officials, or any other government employees who are involved in the Project or the Advisor Selection Process.

Proponents will not engage in any form of political or other lobbying whatsoever with respect to the Services, or otherwise attempt to influence the outcome of the Advisor Selection Process. If any such lobbying or communications occur, the Authority, at its discretion, may at any time, but will not be required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in the Advisor Selection Process, or impose such conditions on that Proponent's continued participation in the Advisor Selection Process as the Authority, at its discretion, may consider in the public interest or otherwise appropriate.

To ensure that all public information generated about this Advisor Selection Process or the Project is fair and accurate, all public information generated in relation to this Advisor Selection Process or the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the Authority.

6.9 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships the Proponent or any member of a Proponent Team may have with the Authority, SaskBuilds or the Ministry. The Authority may reject a Proposal from any Proponent that, in the Authority's opinion, would be in a conflict of interest if the Proponent is awarded a Contract.

6.10 Agreement to Terms and Conditions

By submitting a Proposal in response to this RFP, the Proponent agrees to be bound by the provisions of this RFP, including all terms and conditions and any and all Addenda.

6.11 Compliance with Laws

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 as part of the Proposal for the purposes of this RFP and the Advisor Selection Process.

6.12 No Obligation to Accept

Without limiting the Authority's rights under Section 6.2 or any other Section of this RFP, the Authority may at its discretion reject a Proposal if:

- (a) background investigations reveal:
 - (1) any false statements in the Proposal;
 - (2) any criminal affiliations or activities by the Proponent, where such affiliations or activities would, in the opinion of the Authority, interfere with the integrity of the Advisor Selection Process; or
- (b) the Proposal does not comply with the requirements of this RFP unless it can be remedied or clarified; or

(c) the Proposal includes a false or misleading statement, claim or information.

7. DEFINITIONS

In this RFP:

“**Addenda**” or “**Addendum**” has the meaning set out in Section 4.10.

“**Advisor Selection Process**” means this RFP process for selection of a Financial Advisor.

“**Claim**” means any Claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto.

“**Contact Person**” means the person designated by the Authority on the RFP title page.

“**Contract**” means a written Contract between the Authority and a Proponent for the performance of Financial Advisory Services.

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

“**Financial Advisor**” means the entity retained to provide the Financial Advisory Services.

“**Financial Advisory Services**” or “**Services**” has the meaning set out in Section 1.1.

“**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.

“**Ministry**” has the meaning set out in the preamble to this RFP.

“**Authority**” has the meaning set out in the preamble to this RFP.

“**Partnerships BC**” has the meaning set out in the preamble to this RFP.

“**Preferred Proponent**” means the Proponent selected by the Authority to enter into negotiations for a Contract.

“**Project**” has the meaning set out in the preamble to this RFP.

“**Project Agreement(s)**” means the agreement(s) between the Authority and a private party under which the private party undertakes to implement the Project.

“**Proponent**” means any individual or entity that submits a Proposal.

“**Proponent’s Representative**” means the person identified in the Proponent’s Proposal as the Proponent’s representative, who will be deemed to be fully authorized to represent the Proponent in any and all matters related to its Proposal.

“**Proponent Team**” means the Proponent and includes the Proponent Team Leader.

“Proponent Team Member” means the specific persons identified in the Proponent’s Proposal to perform the services.

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

“Receipt Confirmation Form” means the form in Appendix D.

“RFP” means this request for proposals.

“SaskBuilds” has the meaning set out in the preamble to this RFP.

“Submission Time” means the time and date set out on the cover page of this RFP.

APPENDIX A

SUBMISSION GUIDELINES

Each Proposal should provide the information requested below.

1. Description of Proponent and Overview of Proponent Team – Proponents should identify:

- (a) the Proponent's legal name and office address;
- (b) the name, phone number and email address for the Proponent's Representative (who will be fully authorized to represent the Proponent on any and all matters related to its Proposal);
- (c) the name of the Proponent's Team Leader. Proponent's may use the table set out below:

Proponent Team Member or Key Individual	Address	Role on Proponent Team

2. Experience and Qualifications – Proponents should provide:

- (a) a description of the experience and qualifications of the Proponent, including experience with:
 - (i) health sector projects;
 - (ii) long term care facilities;
 - (iii) design-build and public private partnership projects on the owner's team and/or private partner's team;
 - (iv) preparation of financial models;
- (b) a resume for the Proponent Team Member;
- (c) references for the Proponent Team Member;

3. Approach – Proponents should provide:

- (a) a description of their general approach to the Services;
- (b) a description of any issues the Proponent would recommend as being of particular importance in performing the Services;

- (c) a proposed work plan for the Services, including a schedule with milestones (having regard for the Project schedule set out in Section 3.2 above), anticipated hours of work to be performed by the Proponent Team Members;
- (d) confirmation that the Proponent Team Members are available to perform the Services for the duration of the Contract;

4. Financial – Proponents should provide:

- (a) a fee schedule for the Proponent Team, including hourly rates for individuals who will be performing the Services;
- (b) a description of any expenses that would be reimbursable;
- (c) a total cost estimate based on the Proponent's proposed work plan, which is broken down by phase and by Proponent Team Member, and which shows both estimated fees and estimated charges for reimbursable expenses. Describe any assumptions made by the Proponent in making its total cost estimate;
- (d) a proposed maximum fee for the Services. Describe any assumptions made by the Proponent in setting its proposed maximum fee;

5. Draft Contract – Proponent's should provide a description of any provisions of the draft Contract that the Proponent proposes to be deleted or amended as a condition of entering into the Contract. Proponents proposing amendments should submit a blacklined version of the draft Contract as part of their Proposal.

6. Insurance – Proponent's should describe the professional liability coverage maintained by the Proponent and each member of the Proponent Team.

APPENDIX B

DRAFT FORM OF CONTRACT

◆, 2013

[Address]

Dear ◆:

Re: Cypress Health Region Swift Current Long Term Care Facility Project

The purpose of this letter is to set out the terms by which ◆ (the "Consultant") will provide certain services to the Cypress Regional Health Authority (the "Region") with respect to the replacement of three long term care facilities located in the City of Swift Current with one facility. The details of our agreement are as follows:

1. **Services.** The Consultant will provide to the Region the services set out in Schedule A to this Agreement (the "Services").
2. **Subcontracting.** The Consultant will not subcontract any of the Services to any party without the prior written consent of the Region.
3. **Personnel.** The Consultant will use professional personnel who have the qualifications, experience and capabilities to perform the Services. The Consultant will use the key individuals listed in Schedule C to this Agreement to perform the roles described in Schedule C, and will not change such key individuals without written approval from the Region.
4. **Reporting Requirements.** The Consultant will report to and receive its primary instructions from Brenda Schwan, Executive Director Human Resources, Cypress Health Region.
5. **Time.** The Consultant will provide the Services within the performance or completion dates or time periods as set out in Schedule A to this Agreement, or as otherwise agreed to in writing by the Region and the Consultant.
6. **Work Product and Records.** All work product, documentation and records developed or maintained by the Consultant in the course of performing the Services will belong to the Region. Upon termination of this Agreement, the Consultant will deliver all such work product, documentation and records to the Region. The Consultant shall ensure that none of its Services, instruments of service or the use of the end product of such Services or instruments of service will constitute or result in any infringement or violation of any intellectual property rights of third parties including, without limitation, any patent, copyright or industrial design protection or any law relating thereto.
7. **Fees.** The Region will pay the Consultant fees for the Services as set out in Schedule B to this Agreement.

8. **Expenses.** In addition to the fees indicated above, the Region will reimburse the Consultant for the actual cost of the following out-of-pocket expenses reasonably incurred by the Consultant in the performance of the Services:

- **[List reimbursable expenses]**
- ◆,

together with the actual cost of such other expenses that are pre-approved in writing by the Region, and all applicable value added taxes on reimbursable expenses.

9. **Invoices.** Invoices on account of the Services will be issued monthly by the Consultant. The Consultant's monthly invoices are payable within 30 days after receipt by the Region.
10. **Amendments to Services.** The Region may from time to time make changes to the scope of the Services by written notice to the Consultant. The fees and time for performance as described in Schedules "A" and "B" (including any Maximum Fee Amount) will be adjusted accordingly, by agreement of the Region and the Consultant. If at any time the Consultant believes the Region has made a change to the scope of the Services, the Consultant will notify the Region in writing as soon as possible (and no later than seven days after becoming aware of the change) indicating whether any adjustment is required to the fees or the Maximum Fee Amount. The Consultant will not perform any additional services, and will not be entitled to any compensation for performing additional services, without written approval from the Region.
11. **Duty of Care.** The Consultant shall exercise the standard of skill, care and diligence required by customarily accepted practices and procedures normally provided in the performance of comparable services at the time the Services were performed.
12. **Independent Contractor.** In respect of the Services provided under this Agreement, the Consultant will be an independent contractor and not an agent, partner or representative of the Region.
13. **Confidential Information.** The Consultant will treat as confidential all knowledge and information concerning the affairs of the Region revealed directly or indirectly to the Consultant by the Region, or which arises out of or results from the Consultant's performance of the Services (collectively, the "Information"). Without the prior written consent of the Region, the Consultant will not divulge any of the Information to any third party, will not make any commercial use whatsoever of the Information, and will use the Information solely for the Consultant's performance of the Services. This provision will survive for a period of 10 years following completion of the Services or termination of this Agreement.
14. **Insurance.** The Consultant will maintain, and cause any approved subcontractors to maintain, the insurance described in Schedule D to this Agreement. The Consultant will make such insurance policies available for inspection by the Region at all times, upon request.
15. **Termination.** The Region may terminate this Agreement at any time and for any reason upon written notice to the Consultant. Upon termination by the Region, the Region will pay to the Consultant all amounts owing under this Agreement for Services provided and expenses incurred

by the Consultant up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

- 16. **Governing Law.** This Agreement will be governed by and interpreted according to the laws of Saskatchewan.
- 17. **No Assignment.** This Agreement may not be assigned by the Consultant.
- 18. **Entire Agreement.** This Agreement constitutes the complete and final agreement between the parties and supersedes all previous discussions, representations or undertakings, whether oral or written. Both the Region and the Consultant must approve any modifications to this Agreement in writing.

If this letter accurately summarizes the terms on which the Consultant has agreed to provide the Services to the Region, please signify such agreement by executing both the original and duplicate copy of this agreement in the space provided and return one copy to the Region.

Yours truly,

Cypress Regional Health Authority

Per:

The Consultant agrees to provide the Services to the Region on the terms set out in this letter.

DATED at Regina, Saskatchewan, this ____ day of _____, 2013

[NAME OF CONSULTANT]

**SCHEDULE A
SERVICES**

[NOTE: to be developed based on Appendix C – Terms of Reference and Preferred Proponent’s Proposal]

**SCHEDULE B
FEES**

The Region will pay the Consultant fees based on the time spent performing the Services and the hourly rates set out below up to but not to exceed **[Insert maximum fee amount here]** (the “Maximum Fee Amount”).

[NTD: insert fee schedule below]

**SCHEDULE C
KEY INDIVIDUALS**

[NOTE insert name and roles of key individuals with a description of services to be performed]

SCHEDULE D INSURANCE

1. The Consultant will maintain the following insurance policies with insurers licensed to do business in Saskatchewan and on terms satisfactory to the Region, acting reasonably:
 - (a) comprehensive general liability insurance covering bodily injury, including death, property damage and non-owned automobile liability in an amount of not less than \$2,000,000 per occurrence, such insurance to be maintained at all times during performance of the Services;
 - (b) professional liability (errors & omissions) insurance with a limit of not less than \$5,000,000 per occurrence, such insurance to be maintained at all times during performance of the Services and for a period of 2 years following completion of the Services or termination of this Agreement; and
 - (c) automobile liability insurance covering all owned or leased automobiles used by the Consultant, its respective servants, agents or employees under this Agreement, with limits of not less than \$2,000,000 per occurrence, such insurance to be maintained at all times during performance of the Services.
2. The Consultant will ensure that “Cypress Regional Health Authority”, “SaskBuilds Corporation” and “Her Majesty the Queen in Right of the Province of Saskatchewan” are added as additional insureds to the insurance policy referred to in section 1(a).
3. The Consultant will ensure that all subconsultants engaged by the Consultant carry insurance in the form and limits as required to be carried by the Consultant, or with such other limits as may be approved in writing by the Region.

APPENDIX C

TERMS OF REFERENCE – FINANCIAL ADVISOR

The Financial Advisor will be responsible for providing all financial consulting services necessary to advise the Authority during the procurement and implementation of the Project. The Financial Advisor will also be responsible for the Project's financial modeling, which will be based on the form of financial model provided by Partnerships BC. SaskBuilds will advise on and review the assumptions made in preparing the financial model and the overall model.

As part of the Services, the Financial Advisor will:

Request for Qualifications Stage

- (a) Attend respondents' information meetings as required to advise on financial aspects of the request for qualifications requirements;
- (b) Participate in request for qualifications evaluation on financial aspects;
- (c) Conduct due diligence on financial capacity of respondents; and
- (d) Develop and manage procurement models for the Project request for proposals based on existing Design-Bid-Build and Design-Build-Finance-Maintain models developed in the pre-procurement phase.

Request for Proposals Stage

- (a) Provide input into, and assist with the optimization of, the payment mechanism, as required;
- (b) Work with the Project Team to develop appropriate financial and commercial proposal requirements;
- (c) Assist in the development of the evaluation worksheets for evaluation of the financial aspects of the proposals;
- (d) Review and comment on financial and transaction-related issues in the Project Agreement;
- (e) Participate in the collaborative meeting process to provide information on financial requirements in the request for proposals, payment mechanism and financial/deal points in the form of the Project Agreement; and
- (f) Play significant role in the evaluation of the financial aspects of the proposals.

Preferred Proponent Negotiations Stage

- (a) Participate in negotiations as required. It is intended that most, or all, issues will be resolved during the request for proposals process, and that proposals will be on the basis of a fixed Project Agreement and deal points;

- (b) Assist in documenting the final deal; and
- (c) Ensure that deal points are accurately reflected in the final Project Agreement, schedules and any subordinate agreements.

Post-Financial Close stage

- (a) Update financial model for Value for Money for project report; and
- (b) Review and comment on the project report.

APPENDIX D

RECEIPT CONFIRMATION FORM

(To be submitted by the Proponent's Representative on receipt of this RFP)

Swift Current Long Term Care Centre Project

Financial Advisory Services

Response to Request for Proposals

To receive any further distributed information about this RFP, please return this form as soon as possible by hard copy or electronically as an email attachment to:

MAIL or COURIER / BY HAND:

Cypress Health Region
429 - 4th Avenue NE
Swift Current, Saskatchewan S9H 2J9
Attention: Colleen Minken

Email: Colleen.Minken@cypressrha.ca

PROPONENT CONTACT INFORMATION

Name of Proponent: _____

Street Address: _____

City: _____ Postal/Zip Code _____

Province/State: _____ Country: _____

Mailing Address, if different _____

Telephone: _____ Name of Proponent Representative: _____

Email Address: _____

APPENDIX E

SITE PLAN

