



## **PROPOSAL CALL**

# ***SITE FOR A PROPOSED NEW HOSPITAL FOR SOUTHLAKE REGIONAL HEALTH CENTRE***

**ISSUE DATE: November 4, 2024**

### **STAGE 1:**

NOTICE OF INTENTION TO SUBMIT (4:00.00 PM*):	<b>November 18, 2024</b>
DEADLINE FOR INQUIRIES (4:00.00PM*):	<b>December 18, 2024</b>
STAGE 1 PROPOSAL SUBMISSION DEADLINE (2:00.00 PM*):	<b>January 15, 2025</b>

### **STAGE 2:**

NOTIFICATION OF SHORTLISTED SUBMISSIONS:	<b>January 24, 2025</b>
DEADLINE FOR INQUIRIES (4:00.00PM*)	<b>February 24, 2025</b>
PROPOSAL SUBMISSION DEADLINE (2:00.00PM*):	<b>March 14, 2025</b>

\*ALL EST LOCAL TIME

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# *SOUTHLAKE SITE PROPOSAL CALL*

## *Introduction*

### *About Southlake Regional Health Centre*

Southlake is building healthy communities through outstanding care, innovative partnerships, and amazing people. We deliver a wide range of healthcare services to the communities of northern York Region and southern Simcoe County. Our advanced regional programs include Cancer Care and Cardiac Care and serve a broader population across the northern GTA and into Simcoe-Muskoka.

Our team of 6,000 staff, physicians, volunteers, students and Patient and Family Advisors are committed to creating an environment where the best experiences happen. As a recognition of our commitment to quality and patient safety, we have received the highest distinction of Exemplary Standing from Accreditation Canada.

With an annual operating budget of nearly \$600 million, we serve one of Ontario's fastest growing and aging populations. A member of the Northern York South Simcoe Ontario Health Team we are working with our partners to deliver connected care to northern York Region and southern Simcoe County

### *Proposal Call Purpose*

This proposal call (the “**Proposal Call**”) is intended to allow Southlake Regional Health Centre (“**Southlake**”) to identify lands for the purpose of developing a proposed future hospital site in York Region. We are soliciting proposals from interested Proponents (landowners, consortium of landowners, municipalities etc.) to submit land owned or controlled by the Proponent to be considered for selection by Southlake.

**Prospective Proponents are encouraged to carefully review the criteria (both the Mandatory Criteria (as defined below) and the Weighted Criteria (as defined below)) to ensure their land and proposal reflects such criteria.**

The Proposal Call is structured into two (2) stages (each a “**Stage**”). Stage 1 is open to all interested parties and a submission made in response to it (each a “**Stage 1 Submission**” and collectively, the “**Stage 1 Submissions**”) will be evaluated against the mandatory criteria contained in **Schedule A** (the “**Stage 1 Mandatory Criteria**”). Stage 1 Submissions that meet those Stage 1 Mandatory Criteria will be advised on January 24, 2025, that they have satisfied the Stage 1 Mandatory Criteria and will be asked to submit a response for Stage 2 (each a “**Stage 2 Submission**” and collectively, the “**Stage 2 Submissions**”) by March 14, 2025. The additional site level details are set out in Schedules B1 (the “**Stage 2 Mandatory Criteria**”) and B2 (the “**Weighted Criteria**”) of the Stage 2 Submission requirements. For clarity, a Stage 2 Submission must include a Mark Up of the proposed Option to Purchase and Agreement of Purchase & Sale (as defined below and provided as Appendix A of Schedule B2), or an Alternative Form (as defined below) and/or a Contract Comment Matrix (as defined below).

## *Southlake Master Plan Context*

In January 2019, Southlake embarked on a journey to develop a new Master Plan. The Master Plan represents our vision for the infrastructure needed to care for our communities over the coming decades. The Master Plan was prepared following significant consultation with our communities, staff, physicians, volunteers, Patient and Family Advisors, donors and health system partners. Environmental scans, emerging healthcare trends, detailed service delivery analyses and future demand projections were all factored into the development of the Master Plan.

## *Overview of the Governance Process*

The Southlake Board of Directors has endorsed a framework for a site selection process for a proposed new acute care hospital that included establishing a Land Acquisition Sub-Committee (“LAsC”). The LAsC is comprised of Board members that bring expertise from various professions to support the site selection process. The LAsC is supported by an Executive Lead, , a Project Advisor, and Subject Matter Experts (SME’s) who have been retained by Southlake to coordinate the process and provide recommendations to the LAsC. This group will be referred to as the “Site Selection Team” throughout this document.

Southlake has engaged a third-party Fairness Advisor who will, among other activities identified in this Proposal Call, ensure activities and assessments are undertaken without bias and on objective basis, and provide independent guidance as required to the LAsC.

The LAsC will consider the Site Selection Team’s recommendations and provide its recommendations to the Southlake Board of Directors.

It is the Board of Directors’ expectation that the LAsC process would be concluded in early 2025 with recommendations from the LAsC on the preferred site. The Board of Directors will consider the LAsC recommendations in deciding on next steps which may include entering into agreements with ownership parties.

## *Overview of the Site Selection Process*

The Proposal Call is structured into two (2) Stages. Stage 1 is open to all interested parties and Stage 1 Submissions will be evaluated against the Stage 1 Mandatory Criteria contained in **Schedule A**. Stage 1 Submissions that meet those Stage 1 Mandatory Criteria will be advised on January 24, 2025 that they have satisfied the Stage 1 Mandatory Criteria. These Proponents will be asked to submit a Stage 2 Submission by March 14, 2025 with additional information outlined in **Stage 2 - Schedules B1 and B2** for further evaluation. This structure has been established to ensure that only Stage 1 Submissions assessed as having a high potential of meeting the minimum the requirements of Southlake will be asked to undertake additional diligence activities in Stage 2. This is in recognition that these Stage 2 activities may result in cost and resources incurred by Proponents.

The Site Selection Team is responsible for evaluating each Submission against the stated criteria.

The Site Selection Team will:

- assess the Stage 1 Submissions against the Stage 1 Mandatory Criteria (**Schedule A**); and
- where appropriate, seek confirmatory information from Proponent's Stage 1 Submission; and
- recommend to the LAsC that Proponents that met all of the Stage 1 Mandatory Criteria be invited to submit more fulsome site information as defined in Stage 2 Requirements (**Schedules B1 and B2**).

### *Evaluation Criteria Context & Rationale*

Proponents are asked to carefully review the criteria set out in Schedules A, B1 and B2 as these will be the specific evaluated components. What is set out below is for contextual purposes only and the specific requirements in the Schedules prevail.

As outlined in the Southlake Master Plan, there is a pressing and building need for a new hospital site to service the growing population in the Southlake catchment area. Timelines for the development of a new hospital (from planning to completion) are expected and typically takes approximately eight (8) to ten (10) years.

The Province of Ontario and the local community provide the significant capital funding required for the development of hospitals. Development of a hospital is often in the hundreds of millions, if not billions of dollars, and these facilities are expected to remain in operation for many decades and provide services for not only the existing but also future populations. It is within this context that Southlake has developed the Mandatory Criteria and the Weighted Criteria to guide the selection of a new hospital site.

### *Land Ownership*

It is expected that Proponents making Submissions to Southlake have the unfettered right to transfer a fee simple interest in the land to Southlake to construct and operate a hospital and related healthcare facilities (a "**Transfer**"). Prior to a Transfer, it is expected that Proponents shall grant Southlake an exclusive, irrevocable option to purchase an interest in the Proposed Site by way of executing an option to purchase agreement. The option period under this option to purchase is required to be up to five (5) years.

Submissions are required to demonstrate an unfettered right to transact with Southlake for a fee simple interest in the Proposed Site. A key objective of the Proposal Call is for the identification of land for a proposed future Southlake hospital that can be transferred by a Proponent to Southlake to allow for development within a 5–7-year period.

Southlake retains all discretion in assessing Conditions Precedent and determining whether or not a Proponent may continue into Stage 2. Conditions Precedent which may result in Southlake making a determination to not allow a proposal to advance to the Stage 2 process are ones which can or are reasonably expected to:

- (i) cause a delay to a Transfer within the expected timelines;
  - (ii) compromise Southlake's reputation or integrity or the nature of its operations;
  - (iii) require consents or approvals from third parties as a condition of the Transfer.
- each as compared to no such Condition Precedent being applicable.

Examples of the foregoing can include, but are not limited to:

- Transfer conditions that are linked to land use approvals on other lands owned by the Proponent (i.e. adjacent or other properties).
- Transfer conditions that do not allow Southlake adequate time (up to 5 years) to obtain its required approvals (internal and/or governmental).

Following its assessment of Conditions Precedent submitted, Southlake may, in its sole and absolute discretion:

- permit the Proponent to continue into the Stage 2 process and evaluate such Conditions Precedent alongside the Proponent's Stage 2 Submission in accordance with the Weighted Criteria;
- elect to not further consider the Proponent, and for greater certainty, not receive any Stage 2 Submission from such Proponent; or

Southlake, may, as part of its evaluation of the Stage 1 Submission, seek additional information and/or clarifications on a Proponent's Conditions Precedent.

Proponents are encouraged to clarify through the Question and Answer process any questions regarding their proposed Conditions Precedent prior to making a Stage 1 Submission.

Documentation will be required as part of the Stage 2 Submission that outline all terms and conditions of a Transfer to Southlake in addition to the Conditions Precedent (if any) already provided as part of the Stage 1 Submission. This will be in the form of a Proponent's proposed option to purchase agreement and purchase and sale agreement. Southlake will evaluate the terms and conditions of such agreements to assess the transaction complexity in addition to the other Stage 2 Mandatory and Weighted Criteria as set out in Schedule B2 – Weighted Criteria. To assist Proponents in providing such documentation, Southlake has included in the Proposal Call forms of an option to purchase agreement (the "**Option to Purchase**") and purchase and sale agreement (the "**Purchase and Sale Agreement**") and together with the Option to Purchase, collectively the "**Preferred Forms**" or each a "**Preferred Form**") that it would be willing to transact upon (Appendix A of Schedule B2).

A Proponent shall be required to either:

- accept the Preferred Forms without modification or make changes to one or both of the Preferred Forms by way of tracked changes (each a "**Mark Up**" and collectively "**Mark Ups**") for consideration by Southlake ("**Option 1**"); or
- submit alternative forms (each an "**Alternative Form**" and collectively "**Alternative Forms**") to

either or both of the Option to Purchase and Purchase and Sale Agreement (“**Option 2**”).

Notwithstanding the above, it is Southlake’s preference that Proponents elect to complete Option 1. If a Proponent elects to complete Option 2, Southlake strongly encourages the Proponent to also provide a completed contract comment matrix for each Alternative Form submitted using the format set out in **Appendix B of Schedule B2** which indicates how the Alternative Form proposes to differ or revise the terms, conditions and provisions of the applicable Preferred Form (a “**Contract Comment Matrix**”).

It is within this context, that the proposed terms and conditions of the purchase and sale transaction will be risk assessed by Southlake’s Site Selection Team. Specifically, Schedule B2 scoring related to the Transfer documentation will be based upon how a Proponent responds. A Proponent’s Mark-Up(s) or Alternative Form(s) (together with a Contract Comment Matrix, if provided) will be evaluated and scored against such provided documents as set out in the Schedule B2 (Weighted Criteria) scoring matrix. For clarity, if a Contract Comment Matrix is not provided for each Alternative Form that is submitted, the Proponent will not be disqualified from the Proposal Call; however, Southlake may, in its sole and absolute discretion, deduct all five (5) points from a Proponent’s score.

#### *Long Term Land Leases*

Southlake may consider a long-term land lease for a Proposed Site (a “**Lease Proposal**”) rather than a purchase and sale agreement for a Proposed Site under specific conditions. Any Lease Proposal must be on terms and conditions found to be acceptable to Southlake, as determined in its sole and absolute discretion, including that it:

1. is proposed by the Province of Ontario, acting as owner of the Proposed Site and head landlord, with Southlake, as tenant. For clarity, Southlake shall not consider a Lease Proposal from any entity other than the Province of Ontario;
2. fulfills the Stage 1 Mandatory Criteria set out in Schedule A for a Proposed Site, other than Stage 1 Mandatory Criteria #2(a);
3. permits Southlake to lawfully use and develop the lands for the purposes of an acute care hospital and any ancillary uses thereof which Southlake deems to support the operation of Southlake as a public hospital under the *Public Hospitals Act* (Ontario) (collectively, the “**Permitted Uses**”) for the term of the lease;
4. shall be a fully net lease to the Province of Ontario, and Southlake, as tenant, shall have an unfettered right to hold, develop, operate, maintain, repair or otherwise deal with the lands and the improvements thereon, thereunder and therein for the Permitted Uses during the term of the lease as if it were the fee simple owner of the lands without restrictions or encumbrances so long as Southlake, an affiliate of Southlake or another public hospital under the *Public Hospitals Act* (Ontario); and
5. permits Southlake to surrender the lands and the improvements thereon, thereunder and therein on an “as is, where is” basis at the end of the lease term,

collectively (“**Southlake’s Lease Expectations**”).



A Proponent that wishes to propose a Lease Proposal for consideration by Southlake shall submit, as part of its Stage 1 Submission, a commitment or letter of support demonstrating an ability to undertake a binding lease agreement. In respect of any Lease Proposal so submitted, Southlake may in its sole and absolute discretion:

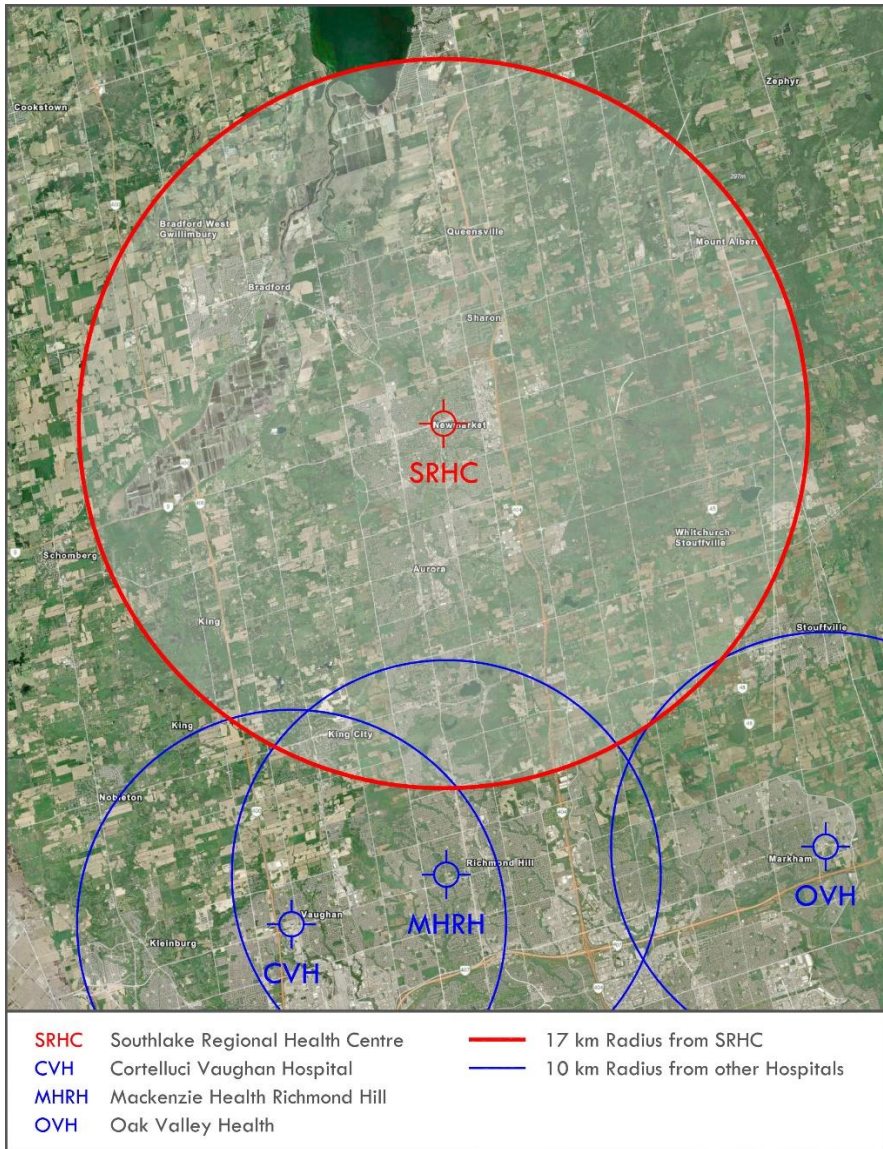
- a) permit the Proponent to continue into the Stage 2 process and have its Stage 2 Submission include the proposed lease agreement in which case Southlake will assess and evaluate it in a manner which it determines, in its sole and absolute discretion, including the Southlake Lease Expectations listed above, to allow for appropriate comparison of its terms and conditions to other Stage 2 Submissions, including as set out in the Stage 2 Mandatory Criteria in Schedule B1 and Weighted Criteria in Schedule B2;
- b) elect to not further consider or pursue a Lease Proposal in this Proposal Call and, for greater certainty, not receive any Stage 2 Submission in respect of it; or
- c) take any other steps or exercise any other rights which Southlake reserves herein in this Proposal Call.

#### *Land Size and Location*

The Mandatory Criteria states that a minimum of 40 acres of abutting tracts of land owned by the Proponent (hereinafter referred to as “**Contiguous**”) and developable land must be proposed by Proponents. Southlake appreciates that it is feasible to construct a hospital on a smaller site, however, planning for surplus land to secure future functionality is required. For context the site must be able to accommodate a helipad, future expansion of the hospital, space for a rebuild at end of the asset’s useful life, additional healthcare related facilities, and allow for additional developments as the health system evolves. Southlake is ideally seeking 45-50 acres and proposals will benefit from greater than 40 acres as reflected in the Weighted Criteria (**Schedule B2**) scoring.

In keeping with our Master Plan, Southlake will evolve into a multisite hospital system where synergies between sites will create an efficient system of care. Southlake has defined the search radius for the new hospital to be within a 17km of its existing Davis Drive site with the caveat that any proposed site cannot be within a 10km radius of another acute care hospital site operated by another hospital system (i.e., Oak Valley Health’s Markham Stouffville site and MacKenzie Health’s Vaughan and Richmond Hill sites). This radius and the aforementioned caveat are primarily informed by Southlake’s patient catchment areas. The graphic below is for information purposes only and reflects an approximation of the defined radius for potential sites.

Illustration 1



### Development Timelines

As stated earlier, the typical hospital development can take eight (8) to ten (10) years from initial planning to construction completion. It is this planning horizon that Southlake’s Master Plan envisions for the new hospital. Ensuring to the extent reasonable that the proposed land can be ‘construction ready’ in five-seven years is a requirement.

Land that is currently protected by legislation or is in highly rural areas where essential new infrastructure is required will be highly improbable to meet that timeline. It is understood by Southlake and the Site Selection Team that ‘anything may be possible’ however without a clear and defined path to development feasibility within the current state of land use planning and infrastructure plans for the proposed site, Southlake cannot adopt the risk of many years of delays. Components of the Mandatory Criteria and Weighted Criteria reflect this approach.

## *Overview Proposal Call Evaluation Criteria*

The evaluation of the Submissions will be conducted by the Site Selection Team in several stages, as described below. The evaluation of the Submissions will be conducted individually by each member of the Site Selection Team and averaged into a final score for each stage following group discussion sessions.

### *Stage 1 Mandatory Criteria*

The Mandatory Criteria for the Stage 1 Submission are defined in Schedule A. These criteria are based on considering prudent land requirements for a new hospital and experience of other hospitals in selecting new hospital sites. For clarity, a Stage 1 Submission that does not, in Southlake's sole and absolute discretion, meet all of the Stage 1 Mandatory Criteria will not be asked to proceed to the Stage 2 of the Proposal Call process. A Stage 1 Submission is expected to include the Stage 1 Mandatory Criteria set out in **Schedule A** and summarized below (in the event of any discrepancy, Schedule A takes precedence):

#### **Stage 1 Submissions must:**

1. Contain a minimum of 40 acres of Contiguous and developable land; and
2. (a) Documentation of registered and beneficial ownership of the land; and  
(b) a written willingness (in the form of a commitment or letter of support) from all the owner(s) to:
  - (i) in the case of a purchase and sale:
    - transact for a Transfer with Southlake; and
    - not transfer, charge or otherwise encumber the Proposed Site prior to closing of the purchase transaction; and
    - identify all Conditions Precedent, if any or none, to entering into a binding Transfer transaction with Southlake; or
  - (ii) in the case of a Lease Proposal: (A) meet Southlake's Lease Expectations; and (B) set out the initial term of the lease (coupled with any options to extend or renew the term of the lease); and
3. Have, or be able to obtain, recent (<5 years old) environment reports to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP); and
4. Not be located in or contain a Key Natural Heritage Feature or Area or have hydrologic features on the proposed land that would prevent development of a planned hospital on the site; and
5. Not be characterized as part of the Greenbelt Area which includes land within the Oak Ridges Moraine Area. However, if the property/site is within the Greenbelt Area and/or the Oak Ridges Moraine Area and the property/site is within a

designated Settlement Area (as defined by the Provincial Planning Statement, 2024, Greenbelt Plan and/or the Oak Ridges Moraine Conservation Plan) and is subject to a land use designation of the applicable municipal Official Plan which provides opportunity to permit a hospital such sites will be considered; and

6. Be already serviced, or serviceable (with demonstrated due inquiry) within the next 5-7 years including:
  - stated sewer and water infrastructure forecasts (by reference of site within York Region - Public Works strategy documents expansion plans), and
  - by natural gas (by providing documentation of existence or capability from Enbridge), and
  - electricity (by providing documentation from Hydro One or local utility), and
  - communications infrastructure, including high speed internet (by providing documentation from a major Telecom provider); and
7. Be LESS than 17km radius from the Southlake Regional Health Centre located at 596 Davis Dr, Newmarket, ON L3Y 2P9 and not be within a 10 km radius of another acute care hospital not operated by Southlake; and
8. Allow for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325; and
9. Have no known heritage or archaeological impediments to development.

#### *Stage 2 Mandatory & Weighted Evaluation Criteria*

Submissions that meet the above Stage 1 Mandatory Criteria will be asked to submit a Stage 2 Submission that will include additional diligence submissions (**Schedule B1**) and additional requirements and documentation as set out in the Weighted Criteria (**Schedule B2**). Documentation provided as part of a Proponent's Stage 2 Submission will be evaluated in accordance with the applicable weightings defined in Schedule B2 and outlined below:

1. Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth to allow for a range of hospital layout options; and
2. Land is serviced, or there are feasible plans to provide the land with regional/municipal services; and
3. Proximity to existing Southlake Regional Health Centre; and
4. Proximity to Regional Corridors as designated by the York Region Official Plan or Provincial initiatives related to expansion of such Regional Corridors, including 400 series highways that will facilitate access for patients requiring critical care; and



5. Planning study(ies) demonstrating that neighboring land uses will be compatible with a hospital use and confirmation that the land is not proximal to sites with current or planned incompatible industrial uses or cargo transport railway corridors; and
6. Proposed site is zoned to permit an institutional use or can be rezoned to accommodate a hospital (or other designation applicable for an acute care hospital), within the 5-7 year timeline) documented by an opinion from a Registered Professional Planner; and
7. Value added components of the Submission. For example, land size is greater than 40 acres, land transaction does not have complex conditions, municipal involvement and support of Submission, etc.; and
8. Cost of land and potential cost to prepare such land for development; and
9. Terms of a Transfer that the Proponent is prepared to contract with Southlake. For Stage 2 Submissions, this is to include either: (A) a Mark-Up(s), or (B) an Alternative Form(s), together with the recommended Contract Comment Matrix (if provided).

In the event of a Lease Proposal that Southlake, in its sole and absolute discretion, permits to continue into Stage 2, Proponents will be required to submit a proposed lease agreement that the applicable Provincial Government entity is prepared to transact upon. Southlake will, in its sole and absolute discretion, assess and evaluate the proposed lease agreement in a manner that includes the Southlake Lease Expectations listed above and that may include a comparison of the proposed lease agreement's terms and conditions to other Stage 2 Submissions.

### *Negotiation Period*

There are several conditions (including Ministry of Health approvals) that must be met by Southlake before it will be able to enter into a contractual commitment for the acquisition of an interest in a Proposed Site. Such conditions are related to the Ministry of Health and Southlake's capital planning process and may not be disclosed to Proponents.

It is expected that if a Proponent's Stage 2 Submission (and information provided in its Stage 1 Submission) is recommended and subsequently selected by the Southlake Board of Directors (the "**Board's Recommendation**"), Southlake may, in its sole and absolute discretion, for a period of up to six (6) months, commencing from the date of the Board's Recommendation (the "**Negotiation Period**):

- a) identify the highest ranked Proponent as the "Preferred Proponent" and either negotiate with such Proponent or accept such Proponent's Submission as submitted;
- b) identify up to the three highest ranking Proponents, at Southlake's sole and absolute discretion, as the first negotiations proponent (the "**First Negotiations Proponent**") (highest ranked); if applicable, the second negotiations proponent (the "**Second Negotiations Proponent**") (second highest ranked); and, if applicable, the third negotiations proponent (the "**Third Negotiations Proponent**") (third highest ranked) (collectively, the "**Negotiations Proponents**") and enter into negotiations with the First Negotiations Proponent and, failing successful negotiations, as may be applicable enter into negotiations with the Second Negotiations Proponent, and, failing successful negotiations, enter into negotiations with the Third Negotiations Proponent, and identify

- the Proponent with whom Southlake concludes successful negotiations as the Preferred Proponent; or
- c) enter into separate and distinct but contemporaneous negotiations with all Negotiations Proponents and identify a Preferred Proponent as a result of those negotiations,

(collectively, the “**Negotiation Processes**”),

following which Southlake (or an affiliate of Southlake or another public hospital under the *Public Hospitals Act* (Ontario)) and the Preferred Proponent shall finalize and execute an option agreement to acquire an interest in the Proposed Site (each an “**Option Agreement**”). Such Option Agreement may in Southlake’s sole and absolute discretion incorporate terms of the Preferred Proponent’s Submissions to this Proposal Call and any clarifications or addendum related to such Proposal Call.

For clarity, during the Negotiation Period, Southlake may, in its sole and absolute discretion:

- a) elect, at any time, to change the Negotiations Processes (set out in this section as options a) to c) above) which it shall employ;
- b) negotiate any aspect of a Preferred Proponent’s or a Negotiations Proponent’s Submission and/or the Preferred Forms or other definitive agreements, including any Mark Up of the Preferred Forms, Alternative Forms or Contract Comment Matrix, as applicable, including but not limited to in respect of the following:
- (i) the amount of any pricing included in the Submission;
  - (ii) inclusion in the Submission of any clarifications or elaborations to the Submission; and
  - (iii) any comments or different contract terms that the Preferred Proponent or a Negotiations Proponent provided to the Preferred Forms or the Alternative Forms (and Contract Comment Matrix, as available).

During the Negotiation Period, the Preferred Proponent or a Negotiations Proponent shall not transfer, charge or otherwise encumber its respective proposed site in favour of a third party without Southlake’s prior written consent. Southlake and the Preferred Proponent or Negotiations Proponent, as appropriate, will negotiate in good faith in accordance with the terms and conditions of this Proposal Call.

### *Proposal Call Process Terms and Conditions*

#### *Proposal Call Schedule*

The Proposal Call process schedule is provided in table below:

<b>Milestone</b>	<b>Timelines</b>
Release of Site Proposal Call	November 4, 2024
Confirmation of Intention to Respond (see email process below)	November 18, 2024
Deadline for Proponent Questions and Clarifications (Stage 1)	December 18, 2024
<b>Stage 1 Submission Deadline</b>	<b>January 15, 2025</b>

Evaluation and Stage 2 Shortlist Notification	January 24, 2025
Deadline for Proponent Questions and Clarifications (Stage 2)	February 24, 2025
<b>Stage 2 Submission Deadline</b>	<b>March 14, 2025</b>

**Proponents are requested to complete and submit the below form to Southlake at [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) to ensure that they receive any addendum or communications from Southlake related to this Proposal Call by no later than 4:00.00 PM (eastern time) on November 18, 2024. The information provided will allow Southlake to advise prospective Proponents of any Addendum and responses to questions received. While this is not a requirement in terms of a disqualification item, it will help ensure that Proponents receive all relevant updates on the process in a timely basis. It should be noted that all Addendums and non-commercially sensitive Questions and Responses will be posted on the Southlake website [www.southlake.ca/newhospitalsite](http://www.southlake.ca/newhospitalsite).**

*Confirmation of Intention to Respond*

To: *Southlake Regional Health Centre*

Via: Email: [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

Re: Proposal Call for a New Hospital Site for Southlake Regional Health Centre (“Southlake Site Proposal Call”)

I hereby acknowledge receipt of the above-noted Southlake Site Proposal Call.

[Please check your answer]

I / We    DO     DO NOT     Intend to submit a Submission to this Proposal Call.

Representative’s contact information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Representative’s Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name – Please Print

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

### *Proponent Expenses*

The Proponents shall bear, all costs and expenses incurred by them relating to any aspect of their participation or intended participation in this Proposal Call including, without limitation, all costs and expenses related to a Proponents' involvement, or costs incurred in:

- (a) Due diligence, investigations, and information gathering processes.
- (b) Attendances and/or participation at any and all meetings.
- (c) The preparation and delivery of a Submission and responding to any subsequent requests for additional information.
- (d) Any costs associated with negotiating or executing any definitive agreements outlined in this Proposal Call or other documents reasonably required by Southlake.

### *Additional Information*

Southlake is committed to expediting the selection site for this facility. The Site Selection Team (or any of its consultants) at its discretion may ask for additional information from Proponents through a Request for Additional Information. The deliverables defined above will form an integral part of the comprehensive report expected to be tabled to the planned Southlake approval meetings (LAsC and Board of Directors).

### *Notice of Award*

Proponents will be advised of the decision of the Southlake Board of Directors, in writing, to the email address(es) used to submit their Stage 1 Submission.

### *Termination of Proposal Call*

The LAsC or Southlake Board of Directors may cancel the Proposal Call process without liability or obligation to declare its rationale for such action.

### *Submissions*

One (1) electronic copy of your Submission shall be submitted via email that clearly identifies the Proponent Name and Description and submitted to the email address noted below by no later than the applicable Submission deadlines indicated on the front page of this Proposal Call (or as may be changed through issuance of an Addendum to this Proposal Call). Southlake will issue an acknowledgement of receipt within 1 hour of receipt. Proponents may utilize a Drop Box or other form of bulk electronic secure system to deliver larger files. Should a proponent not receive an acknowledgement within the above noted 1 hour window, they should contact Southlake **without any attachments** at [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) to confirm receipt or address electronic delivery issues.

**Email Submission:** [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

**Description:** [Proponent Name] Southlake New Hospital Site Selection



### *Submission Procedures*

- Submissions received after the Stage 1 Submission Deadline or Stage 2 Submission Deadline, as applicable, shall not be considered unless proof of delivery to Southlake is provided and electronic system failures is the sole cause of such deadline being missed (e.g. Screenshot of Proponents email transfer showing time of email issuance). It is the onus of Proponents to be aware of the dates and times in this Proposal Call include the Stage 1 Submission Deadline and Stage 2 Submission Deadline including any addendum(s) that may change such dates.
- The above timelines are subject to extension of time at the sole and absolute discretion of Southlake. In the event a change is made to any of the above dates, Southlake will issue a formal Addendum to Proponents who submitted an Intention to Respond (and post on its website where the Proposal Call was be posted) without liability, cost or penalty, and within its sole and absolute discretion.
- In the event of any extension to the Submission deadlines, the Proponents shall thereafter be subject to the extended timeline.

### *Proponent Withdrawal of Submission*

Proponent Submissions be withdrawn at any time by submitting a written request for withdrawal to Southlake Regional Health Centre at [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca).

### *Amendment of Submission Prior to Submission Deadline*

A Proponent may amend a Submission after submission but only if its is amended and resubmitted before the Stage 1 Submission deadline or Stage 2 Submission deadline, as applicable, by notice to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) and replaced with a revised Submission, as applicable, in accordance with the provisions of this Proposal Call, before the applicable Stage 1 Submission deadline or Stage 2 Submission deadline.

### *Acceptance of Proposal Call*

By submitting a Submission, a Proponent accepts and agrees to be bound by all the terms and conditions contained in this Proposal Call, and by all the representations, terms, and conditions contained in its Submission.

### *Procurement Process Non-Binding (Negotiable Proposal Call) – No Contract A and no Claims*

This Proposal Call is not intended to create and shall not create any contractual relations or obligations on Southlake, including “Contract A” (sometimes referred to as the “bid contract”), with any Proponent and none will be created by virtue of the issuance of this Proposal Call or the receipt, opening or review, evaluation or negotiation of any Submissions. This Proposal Call process shall be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

1. this Proposal Call does not give rise to any “Contract A” based legal duties or other legal obligations arising out of this process;
2. the Proponent shall not have the right to make any claims (in contract, tort or otherwise) with respect to the award of a contract, failure to award a contract or otherwise with respect to this process; and
3. this document is not a tender call.

By submitting a Submission, each Proponent understands and agrees to this negotiated process and agrees that they will not bring a claim against the Southlake with respect to the award of a contract, failure to award a contract or failure to honour a response to this Proposal Call.

Even if the Southlake determines that the Proponent meets the requirements of this Proposal Call, this determination will not create any rights on the Proponent's part including, without limitation, the right to enter into a contract or any rights of enforcement, equity or reimbursement.

#### *Proponent Publicity/Public release of Information*

All Proponent's communications regarding any aspect, including public statements or advocacy materials, regarding a Proponent's Submission must be submitted for approval via email to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) identified in this Proposal Call in advance of any such issuance. Proponents who fail to comply with the requirement may be disqualified from the Proposal Call process at the sole and absolute discretion of Southlake.

Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with any of the following parties:

- a) any employee, advisor or agent of Southlake including the Southlake Regional Health Centre Foundation Board and its employees (except for as permitted to the Proposal Call); and
- b) the LAsC members or any member of the Hospitals' governing bodies (Board of Directors); and
- c) the Site Selection Team.

#### *Information and Notices*

The Proponents are put on notice that from the date of issue of the Proposal Call:

- a) only Southlake through issuance of a formal Addendum is authorized to amend or waive the requirements of the Proposal Call;
- b) under no circumstances shall the Proponent rely upon any information or instructions from anyone other than provided in writing by Southlake through the Proposal Call emails at [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

#### *Clarifications and Questions*

##### **Submission**

Proponents may submit questions or request clarification of this Proposal Call by submitting them by email to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) no later than the date and time indicated in this Proposal Call (or as may be changed through issuance of an Addendum to this Proposal Call).

Deadline for clarifications and questions for Stage 2 will be defined as part of the Notice of Shortlisted Proponents.

## Questions and Responses

Southlake will provide Proponents with written responses to questions directly related to this Proposal Call and its requirements within 5 Business Days that are submitted by Proponents. It is Southlake's intention that Questions and Responses that relate to clarifications will be posted on the Southlake website for the benefit of all potential Proponents in addition to distribution to those Proponents that submitted a Confirmation of Intent to Respond.

However, Proponents may request that their question is deemed commercially sensitive and should not be publicly disclosed. Note that Southlake will not attribute Questions to any Proponent in its distribution of non-commercially sensitive Responses. Notwithstanding the foregoing, Southlake:

- a) may in its sole and absolute discretion answer similar questions from various Proponents only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible.
- b) reserve the right to provide direct email responses to minor questions and to not post such answers, and
- c) reserve the right to and assess whether a question is commercially confidential (as requested by a Proponent); advise the Proponent of its decision and allow the Proponent to withdraw its Question. In such case Southlake will not respond to such question(s). If Southlake agrees that a Question(s) is commercially sensitive, it shall respond directly to the Proponent(s) asking such question and such information will not be public posted.

### *Stage 2 Interviews & Presentations*

Successful shortlisted Stage 2 Proponents may be required to attend interviews to present the benefits and details of their proposed site to Southlake. The interview will also provide an opportunity for Southlake representatives (Site Selection Team, LAsC and/or the Board of Directors) to ask questions and obtain greater clarity regarding the Proponent's Submission.

The intended purpose of the interviews is for the Proponents to discuss the benefits to Southlake of their Submission(s). Should the Proponent be asked to an interview, the Proponent is required to provide a presentation to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) at least 2 Business Days in advance of the scheduled meeting and also respond to any Southlake questions that arise. The Fairness Advisor will be present during the interview.

The date, time and location (or virtually as protocols dictate) of any interviews will be confirmed in Stage 2. Shortlisted Stage 2 Proponents are responsible for all required transportation and any applicable costs incurred as a result of the travel to and from Southlake.

### *Clarification of Proponent's Submission*

Southlake shall have the right at any time after submission of a Submission, to seek clarification from any Proponent in respect of it, without contacting any other Proponents. Southlake is however not obliged to seek clarification of any aspect of any Submission.

### *Verification of Information*

Southlake shall have the right to verify any Proponent statement or claim by whatever means the Site Selection Team or its advisors deem appropriate, including contacting persons in addition to those offered as references if applicable.

The Proponent shall co-operate in the verification of information and is deemed to consent to Southlake verifying such information by submitting a Submission.

### *Documentation*

The Proponent must provide to Southlake, at no cost to the Southlake, all documentation pertaining to the requirements identified in this Proposal Call.

### *Conflict of Interest*

The Proponent should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Submission or in performing or observing the obligations set out in the Proposal Call, except to the extent any such conflict of interest or unfair advantage are set out in its Submission. Proponents are encouraged to seek clarification of any perceived conflict through a question sent to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

### *Disqualification of Submissions*

Without altering, limiting or impairing any other rights of Southlake in this Proposal Call or otherwise available to it, Southlake, without liability, cost or penalty, in its sole and absolute discretion, and without obligations to provide its reasons may disqualify any Submission at any stage of the Proposal Call process if:

- a) the Submission contains materially or substantive incorrect, incomplete or insufficient information;
- b) the Proponent misrepresents any information provided in its Submission or fails to provide adequate disclosure of actual or potential conflict of interests;
- c) there is any evidence that the Proponent, its employees, or agents colluded with one or more other Proponents or any of its or their respective employees or agents in the preparation of the Submission;
- d) the Proponent's lack of co-operation impedes the Proposal Call process or the evaluation of any Submission or Submissions submitted pursuant to this Proposal Call;
- e) in the case of a Submission jointly submitted by multiple parties, in the event that one party decides to opt out of the terms of the Proposal Call after submission, cannot continue to be a Proponent, or cannot fulfill the obligations set out in this

- Proposal Call; or
- f) the Proponent reveals a conflict of interest in its Submission or a conflict of interest is brought to the attention of Southlake through [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

Notwithstanding the above, Southlake may in its sole and absolute discretion waive formalities, errors and matters of non-conformance and non-compliance contained in a Submission.

#### *Discussions with Preferred Proponent or Proponents*

After agreeing on the Preferred Proponent, if any, Southlake may in its sole and absolute discretion, negotiate changes, amendments, or modifications to a Preferred Proponent's Submission.

#### *Confidentiality*

In addition to the terms and conditions above, all Southlake correspondence, documentation and information of any kind, provided to any Proponent, in connection with or arising out of this Proposal Call or the acceptance of any Submission:

- a) must be treated as confidential;
- b) must not be used for any purpose other than for replying to this Proposal Call; and
- c) must be returned upon request.

#### *Reproduction of Proponent's Submission*

All correspondence, documentation and information provided in response to or because of this Proposal Call may be reproduced for the purposes of evaluating the Proponent's Submission to this Proposal Call. If a portion of a Proponent's Submission is to be held confidential, such provisions must be clearly identified in the Submission.

#### *Submissions and Personal Information Use*

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from or provided by each Proponent shall only be used to evaluate its Submission.

#### *Consent*

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to Southlake and Southlake will consider that the appropriate consents have been obtained for such disclosure to and use upon the Proponent's Submission.

### *Non-Disclosure Agreement*

Southlake reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to Southlake during Stage 2.

### *Intellectual Property*

The Proponent should not use any intellectual property of Southlake including but not limited to all logos, registered trademarks or trade names, at any time without the prior written approval of Southlake as appropriate.

All deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed under this Proposal Call are to remain the exclusive property of the Southlake.

Any requests to present data or publish or present papers derived from work under this Proposal Call in any type of publications, journals or professional conferences must be made to Southlake via [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca) and prior approval must be obtained regardless of whether the Proponent or Proponent's Submission was disqualified or otherwise not selected.

### *Proponent's Submission & Southlake Rights*

All Submissions and supporting documentation received shall become the property of Southlake.

### *Assignment*

The Proponent shall not assign any of its rights or obligations hereunder during the Proposal Call process without the prior written consent of Southlake. Any act in derogation of the foregoing shall be null and void.

### *Governing Law*

The Proposal Call, the Proponent's Submission and any resulting Agreement shall be governed by the laws of Ontario and Canada.

### *No Liability*

For clarity and notwithstanding anything stated, inferred or implied in this Proposal Call documentation, Southlake and any Site Selection Team member (or SME engaged by Southlake) shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims or any direct or indirect damages of any kind incurred or suffered by any Proponent, any third party and any recipient of this Proposal Call who elects not to submit a Submission for any reason which:

- a) arises out of or by reason of or attributable to the Proponent responding to this Proposal Call; or
- b) results from the Site Selection Team, LAsC or Southlake exercising any of its express or implied rights under this Proposal Call, including the right for the Site

- Selection Team, LAsC or Southlake to make recommendations (including disqualifying or otherwise rejecting any Proponent's Submission from proceeding to any stage of the evaluation process, electing to not enter into any binding purchase or option documentation, terminating a resulting definitive agreement for any reason); or
- c) results from the use of any information, error or omission contained in this Proposal Call document or provided during the Proposal Call process.

By submitting a Stage 1 Submission in response to this Proposal Call, a Proponent agrees that in no circumstances will Southlake's total liability to the Proponent, and the aggregate amount of damages recoverable against Southlake for any matter relating to or arising from any material breach of this Proposal Call, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of Southlake, shall be limited to the Proponent's reasonable demonstrated and actually incurred costs of preparing its Submission.

#### *Rights of Southlake – General*

In addition to any other express rights or any other rights which are set out in this Proposal Call or may be implied in the circumstances, Southlake reserves the right in its sole and absolute discretion to:

- a) accept any Submission received;
- b) reject any or all Submissions received;
- c) accept the whole or any part of any Submission;
- d) reject the whole or any part of any Submission;
- e) cancel or terminate the Proposal Call at any time before awarding or executing any definitive agreement and, for greater certainty, this Proposal Call does not commit Southlake to award or to execute any definitive agreement;
- f) issue a new procurement process for the purposes set out herein with the same or modified requirements as this Proposal Call;
- g) make public the names of any or all Proponents;
- h) request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Submission, at Southlake's discretion;
- i) waive formalities, errors and matters of non-conformance and non-compliance contained in a Submission;
- j) verify with any Proponent or with a third party any information set out in a Submission;
- k) check references other than those provided by Proponents;

- l) disqualify any Proponent whose Submission contains misrepresentations or any other inaccurate or misleading information;
- m) disqualify any Proponent whose reasonable failure to cooperate with Southlake impedes the evaluation process;
- n) disqualify any Proponent whose Submission is determined to have errors, be non-conforming or be non-compliant with the requirements of the Proposal Call;
- o) disqualify any Proponent that has breached any applicable laws or that has engaged in conduct prohibited by this Proposal Call, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Submission;
- p) make changes, including substantial changes, to this Proposal Call provided that those changes are issued by way of addenda in the manner set out in this Proposal Call;
- q) cancel this Proposal Call at any stage, including where Southlake determines that it would be in the best interest of Southlake, and where Southlake cancels this Proposal Call, Southlake may do so without providing reasons, and Southlake may thereafter issue a new request for proposals, request for qualifications, enter direct negotiations, or take no further action in respect of the matters contemplated by this Proposal Call;
- r) discuss with any Proponent different or additional terms to those contained in this Proposal Call or in any Proponent's Submission;
- s) reject a Submission where a Proponent (or any officer or director of the Proponent) is or has been engaged either directly or indirectly through another corporation in a legal action or business dispute against Southlake, or any of its elected or appointed officers or employees in relation to any other contract for works or services prior to or during this Proposal Call;
- t) request financial information in order to assess the financial stability of the Proponent and reject any Proponent who is deemed a financial risk to Southlake;
- u) not proceed further if it is not satisfied that the stated qualifications indicate an ability to meet Southlake's objectives. Proceeding further does not necessarily mean that Southlake is satisfied as to the stated qualifications or that the Proponent can meet the objectives, but that the Proponent has not been disqualified at this point;
- v) reject a Submission that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the Proposal Call. If a Submission is not disqualified despite such changes or qualifications, the provisions as set out in this Proposal Call will prevail over any such changes or qualifications;
- w) disqualify any Proponent for any other reason set out in this Proposal Call, including a Proponent's breach of or failure to comply with a provision of this Proposal Call; and
- x) adjust a Proponent's scoring or reject a Proponent's Submission on the basis of:



- (i) a financial analysis determining the actual cost of the Submission;
- (ii) information provided by references;
- (iii) the information provided by a Proponent pursuant to Southlake exercising its clarification rights under this Proposal Call;
- (iv) based on information provided in the Submission; or
- (v) other relevant information that arises during this Proposal Call, including through negotiation.

By submitting a Submission, the Proponent authorizes the collection by Southlake of the information identified in this Proposal Call, which Southlake may request from any third party.

*Stage 1 Submission Requirements*

*Stage 1 Declaration and Certification*

**TO:** Southlake via email to [newhospitalsite@southlake.ca](mailto:newhospitalsite@southlake.ca)

**FROM**

\_\_\_\_\_  
Proponent's Legal Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Province/Postal Code

\_\_\_\_\_  
Principal Contact Name ("Proponent")

**REFERENCE:** *Proposal Call for a New Hospital Site for Southlake Regional Health Centre*

I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the submission of this Proposal ("**Submission**"), to execute this Declaration and Certification.

I declare and certify as follows:

**Proponent Information**

(a) The full legal name of the Proponent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) The jurisdiction under which the Proponent is formed is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Offer**

The Proponent has carefully examined the Proposal Call documents and has a clear and comprehensive knowledge of what is required under the Proposal Call. By

submitting its Submission, the Proponent agrees and consents to the terms, conditions, and provisions of the Proposal Call,

**Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by Southlake prior to the Submission Deadlines.

**Disclosure of Information**

The Proponent hereby agrees that any information provided in its Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. In addition, the Proponent hereby consents to the disclosure, on a confidential basis, of its Submission to Southlake and all of its advisors retained for the purpose of evaluating or participating in the evaluation of its Submission.

**Negotiation of the Acquisition of the Real Property Interest and Execution of the Option Agreement**

If the Proponent’s Stage 2 Submission (and information provided in its Stage 1 Submission) are recommended and subsequently selected by the Southlake Board of Directors (the “**Board’s Recommendation**”), the Proponent agrees to engage in negotiations with Southlake for a period of up to six (6) months, commencing from the date of the Board’s Recommendation (the “**Negotiation Period**”), following which the Proponent and Southlake (or an affiliate of Southlake or another public hospital under the *Public Hospitals Act* (Ontario)) shall finalize and execute an option agreement to acquire an interest in the Proponent’s proposed site (the “Option Agreement”). For clarity, the Proponent acknowledges and agrees that:

- (a) it shall negotiate with Southlake in good faith;
- (b) it shall not transfer, charge or otherwise encumber its proposed site in favour of a third party during the Negotiation Period without Southlake’s prior written consent;
- (c) Southlake may undertake any of the Negotiations Processes (as defined in the “Negotiations Period” section of this Proposal Call), or elect, at any time, to change the Negotiations Processes that it shall employ; and
- (d) any Option Agreement shall incorporate the terms of the Proponent’s responses to this Proposal Call and any clarifications or addendum related to such Proposal Call.

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Signature of Witness

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Signature of Proponent representative

---

Name of Witness

---

Name and Title

---

Date:

I have authority to bind the Proponent

*Schedule A – Stage 1 Mandatory Criteria*

**MANDATORY CRITERIA**

**Proponent to append supporting documents (Word, PDF or Excel as appropriate) for EACH Criteria clearly labelled referencing the Criteria enumeration.**

	<b>Stage 1 Mandatory Criteria</b>	<b>Minimum Requirements</b>
1	Contain a minimum of forty (40) acres of Contiguous and developable land	Registered Site Survey if available. If not available, documentation showing site boundaries and explanation as to why no survey exists at this time.
2	Proof of ownership and ability to transact	<p>Proof of registered and beneficial ownership of the Proposed Site or persons that hold an unfettered right to convey the Proposed Site at the time of the Stage 1 Submission (as evidenced by a parcel register of the Proposed Site from the appropriate Land Registry Office records dated no earlier than fifteen (15) days before the Stage 1 Submission deadline) document together with:</p> <p>a) in the event of a proposed purchase and sale of the Proposed Site, a commitment letter from all listed owners to: (i) enter into a purchase and sale transaction with Southlake should the land and the Submission be selected by Southlake; (ii) not transfer, charge or otherwise encumber the Proposed Site prior to closing of the purchase transaction; and (iii) a list of material Conditions Precedents that would need to be met in order to enter into a binding Transfer transaction; or</p> <p>b) in the event of a Lease Proposal, a commitment or letter of support from the applicable government entity with: (i) a willingness from the Province of Ontario to meet Southlake's Lease Expectations; and (ii) the initial term of the lease (coupled with any options to extend or renew the term of the lease).</p>
3	Demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)	If formal reports not available, listing of people with expertise and knowledge of such matters with whom due inquiry has been made.
4	Not be located in or contain a Key Natural Heritage Feature or Area or have hydrologic features on the proposed land that would prevent development of a planned hospital on the site.	If available as documented in a Registered Professional Planning Report (RPP). If formal report not available, listing of Persons with whom due inquiry has been made.

5	<p>Not be characterized as part of the Greenbelt Area which includes land within the Oak Ridges Moraine Area. However, if the property/site is within the Greenbelt Area and/or the Oak Ridges Moraine Area and the property/site is within a designated Settlement Area (as defined by the Provincial Planning Statement, 2024, Greenbelt Plan and/or the Oak Ridges Moraine Conservation Plan) and is subject to a land use designation of the applicable municipal Official Plan which provides opportunity to permit a hospital, such sites will be considered</p>	<p>If such land is within the Greenbelt Area and meets the exemption criteria, a documented Registered Professional Planning Report (RPP) supporting such exemption is required.</p>
6	<p>Be already serviced, or serviceable within a 5-7 year time horizon (from January 2025) by natural gas, electricity, regional water, regional wastewater, and communications infrastructure, including high speed internet.</p>	<p>Documented in a Registered Professional Planning Report (RPP) referencing applicable Region of York any other relevant publicly available documents. If direct not available, listing of Persons with whom due inquiry has been made to support the statements.</p>
7	<p>Be within a 17km radius from Southlake’s existing acute care hospital at 596 Davis Dr, Newmarket, ON L3Y 2P9 and not be within a 10km radius from another acute care hospital that is not operated by Southlake as identified below:</p> <ul style="list-style-type: none"> <li>• Oak Valley Health’s Markham Stouffville Hospital; and</li> <li>• MacKenzie Health’s Cortellucci Vaughan Hospital and MacKenzie Richmond Hill Hospital.</li> </ul>	<p>Provide scaled site map rendering that clearly shows at least 50% the proposed site being within a 17 km radius of 596 Davis Drive Newmarket and not within a 10km radius from non-Southlake operated acute care sites.</p>
8	<p>Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325</p>	<p>If available as documented in an Aviation Engineering Report. If formal report not available, listing of Persons with whom due inquiry has been made to support statement of suitability.</p>
9	<p>Have no known heritage or archaeological impediments to development</p>	<p>Valid Archeology report. If formal report not available, listing of Persons with whom due inquiry has been made to support the statements.</p>

**END OF STAGE 1 SUBMISSION REQUIREMENTS**

*Stage 2 Submission Requirements*



*Schedule B1 – Stage 2 Mandatory Criteria*

**MANDATORY CRITERIA**

**Proponent to append supporting documents (Word, PDF or Excel as appropriate) for EACH Criteria clearly labelled referencing the Criteria enumeration.**

	Stage 2 Mandatory Criteria	Minimum Requirements (Unless already provided in Stage 1 Submission)
1	Contain a minimum of forty (40) acres of Contiguous and largely developable land	Registered Site Survey and Local and provincial hydro reports as to existence of unregistered hydro easements (if any)
2	Ownership of land and commitment to a land title transfer transaction with Southlake.	Proof of registered and beneficial ownership of the Proposed Site or persons that hold an unfettered and unconditional right to convey the Proposed Site at the time of the Stage 2 Submission (as evidenced by a parcel register of the Proposed Site from the appropriate Land Registry Office records dated no earlier than fifteen (15) days before the Stage 2 Submission deadline) document, together with: <ul style="list-style-type: none"> <li>(i) (A) in the event of a purchase and sale of the Proposed Site, a commitment or letter of support from such owners to enter into a purchase and sale transaction with Southlake; or, (B) in the event of a Lease Proposal that Southlake, in its sole and absolute discretion, permits to continue into Stage 2, the proposed lease agreement; and</li> <li>(ii) a warranty and covenant to not transfer, charge or otherwise encumber the Proposed Site prior to closing of the transaction.</li> </ul>
3	Demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP) through an ESA Phase 1.	ESA Phase 1 (or ESA Phase 2 or Record of Site Condition); and Canadian Nuclear Laboratories report confirming that their records show no active waste sites on or near the Proposed Site; and  Technical Standards & Safety Authority report confirming that there are no records of any fuel storage tanks at the Proposed Site.
4	Not be located in or contain a Key Natural Heritage Feature or Area or have hydrologic features	Registered Professional Planning Report (RPP) or equivalent professional report and Conservation authority report indicating whether the Proposed Site is impacted by

	on the proposed land that would prevent development of a planned hospital on the site.	any restrictions imposed by any conservation legislation, regulation, policy or other applicable restriction – requirement of any approvals or permits for site development.
5	Not be characterized as part of the Greenbelt Area which includes land within the Oak Ridges Moraine Area. However, if the property/site is within the Greenbelt Area and/or the Oak Ridges Moraine Area and the property/site is within a designated Settlement Area (as defined by the Provincial Planning Statement, 2024, Greenbelt Plan and/or the Oak Ridges Moraine Conservation Plan) and is subject to a land use designation of the applicable municipal Official Plan which provides opportunity to permit a hospital such sites will be considered	Registered Professional Planning Report (RPP) confirming the proposed site is not within the Greenbelt Area or supporting such exemption including documentation from the applicable Official Plan(s) confirming such development permissibility.
6	Be already serviced, or serviceable, by natural gas, electricity, regional water, regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)	Registered Professional Planning Report (RPP) or equivalent professional report referencing the Region of York Serving Growth Plan.  Letter from applicable utilities documenting scope of work, estimated cost, and timelines to provide required infrastructure to support an acute care hospital.
7.	Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325	Aviation Engineering Report or equivalent professional report.

8.	Have no known heritage or archaeological impediments to development	Valid Archeology report issued by a professional qualified to provide such report and search results from the Bereavement Authority of Ontario's website confirming that there are no records of any cemeteries on the Proposed Site.
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*Schedule B2 –Weighted Criteria*

<b>Consideration</b>	<b>Assessment</b>	<b>Scale Factors</b>	<b>Max Points out of 100</b>
Suitability for the development of a hospital, with sufficient size, frontage, depth, and access.	Site configuration provides for flexibility in design, access, and constructability. Proponents may wish to augment their Survey and land scale submission to reflect these factors.	Depth, frontage, access, serviceability, and land features (e.g., topography) provides adequate space for development and construction.	<b>18</b>
Land is serviced, or there are plans in place to provide the land with regional/municipal services.	Servicing potential, likelihood of servicing to meet timelines (5-7 years), and scope of work to allow for servicing. Proponents may wish to augment documentation provided as part of the Mandatory Criteria to reflect servicing feasibility.	Serviced sites will score highest with sliding scale based on Site Selection Team (and SME) assessment.	<b>12</b>
Proximity to existing Southlake acute care site.	Sites that are closer to the existing Southlake site are expected to enable additional operational synergies.	Sites closer to the existing Southlake campus (relative to one another) will receive a higher score.	<b>5</b>
Accessibility by Public Transit and Regional Corridors as designated by the York Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care.	Convenience for anticipated future Southlake patients, family, and staff for travel and access. Site has direct access to or is in close proximity to major arterial roads, 400 series highways (including planned), or both.	Direct site access (existing) to major arterial roads and 400 series highways highest rated. No direct access to major arterial roads or 400 series highways due to location	<b>18</b>

		would be lowest rated.	
Proximity to planned residential growth areas within the catchment area of Southlake and reflected in the Region of York and Municipalities existing Official Plans. Site is not adjacent to incompatible uses (e.g., heavy industrial sites, cargo rail corridors etc.)	As documented in a Registered Professional Planning Report (RPP) referencing Region of and Municipal Official Plans and other documentation regarding growth projections within the Southlake catchment areas and no/minimal incompatible uses as appropriate.	Reasonable 'buffer' from but near existing or planned residential developments preferable. Relative distance from potential industrial, cargo rail or other uses that have the potential risk of affecting hospital operations would be reflected in scoring.	<b>10</b>
Proposed site is zoned to permit an institutional use, such as a hospital or can be rezoned to accommodate a hospital within the 3-5- year timeline.	As documented in a Registered Professional Planning Report (RPP) referencing Region of York and Municipal Official Plans and other documentation as appropriate including current zoning designation and detailed steps to a rezoning for institutional use.	Site is currently zoned or minor variance for institutional (hospital use) highest points. Planning report that outlines complex and contentious land use planning approvals lowest scoring.	<b>5</b>
Cost of land and potential cost of development.	In addition to the proposed purchase (or lease) price, the site conditions and cost to prepare site for development are considerations.	Lowest cost will rate highest score. Costs are not only Purchase price but also considering any environmental clean-up or major earthworks requirements.	<b>18</b>

Value added components of the proposal (including greater than thirty-five (35) acres, etc.)	Additional developable land above minimum requirement, simplicity of land transaction, public sector partnership in ownership of site are examples of value-added items.	Additional developable land, minimal land transfer conditions, and municipal support/involvement are examples of higher scoring.	<b>9</b>
9 (a) Acceptance without modification or Mark Up of each of the Option to Purchase and Purchase and Sale Agreement or submission of an Alternative Form(s)	Save and except for the cost of land (which shall be evaluated pursuant to the assessment and scale factors above): (a) if a Mark Up is provided, the volume and materiality of tracked changes made to each Preferred Form; and (b) if an Alternative Form is provided, the volume and materiality of differences between the Alternative Form and the applicable Preferred Form.	No or few material changes in a Mark Up or no or few material differences between the Proponent's Alternative Form and the applicable Preferred Form will be subject to fewer point deductions compared to many material changes or differences, as the case may be.  If the Proponent does not provide a completed Contract Comment Matrix for each Alternative Form that is provided, Southlake may, in its sole and absolute discretion, deduct all five (5) points.	<b>5</b>
9 (b) In the event of a Lease Proposal that Southlake, in its sole and absolute discretion, permits to continue into Stage 2, a commitment or letter of support from the applicable government entity with terms of such lease defined.	Documentation of willingness from the applicable government entity to meet Southlake's Lease Expectations;  Terms and conditions of the Lease Proposal.	Lease term and Options exceeding 100 years, declaration of surplus land and minimal restrictions for development would score highest.	<b>5</b>

***Schedule B2 - Appendix A – Form of Option to Purchase and Purchase and Sale Agreement***

*Option to Purchase Agreement (see  
Separate PDF File)*



*Agreement of Purchase and Sale (see  
Separate PDF File)*

**Schedule B2 - Appendix B – Contract Comment Matrix**

In the event a Proponent submits an Alternative Form to either or both of the Option to Purchase and Purchase and Sale Agreement, the Proponent is encouraged to complete and submit a Contract Comment Matrix for each Alternative Form that is submitted using the format below. The Contract Comment Matrix is intended to allow a Proponent to explain whether, and if so how, an Alternative Form differs from the terms, conditions and provisions of the applicable Preferred Form.

<b>Contract Comment Matrix – [Insert “Option to Purchase” or “Purchase and Sale Agreement”]</b>				
<b>Preferred Form Item/Topic</b>	<b>Preferred Form Section(s)</b>	<b>Preferred Form Original Text</b>	<b>How addressed in Alternative Form / Proposed Revision</b>	<b>Rationale</b>
[Insert Item/Topics Here]	[Insert Section(s) Here]	[Insert Original Text Here]	[Insert Proponent Revision Here]	[Insert Rationale Here]

Where a Proponent does not provide sufficient commentary about a term, condition or provision in a Preferred Form in its Contract Comment Matrix, as determined by Southlake in its sole and absolute discretion, it will be deemed to have rejected such term, condition or provision of the Preferred Form. In such case, Southlake may score down the Contract Comment Matrix accordingly, including a possible deduction of up to five (5) points. An example of not providing sufficient information includes inserting a general statement of the nature that the Proponent will negotiate with Southlake to reach reasonable terms, without providing any meaningful revision or rationale.

Where a Proponent does not complete and submit a Contract Comment Matrix for each Alternative Form that is provided, Southlake may, in its sole and absolute discretion, score down the Proponent’s score by all five (5) points.