



THE CITY OF  
**CALGARY**  
FINANCE & SUPPLY

**Request for Qualifications**

**For**

**Stoney Compressed Natural Gas  
Bus Storage and Transit Facility**

**Design, Build, Finance and Maintain**

**Request for Qualifications No.: 14-047**

**Issued: December 19, 2014**

**RFQ Submission Deadline: 16:00:59 Mountain Time on February 26, 2015**

**Note: Submissions will not be opened publicly.**

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**SUMMARY OF KEY INFORMATION**

<b>RFQ TITLE</b>	The title of this RFQ is: <b>RFQ - Stoney Compressed Natural Gas Bus Storage and Transit Facility</b> Please use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFQ is: Lisa Ludwig Email: StoneyTransitFacility@calgary.ca Please direct all enquiries, by email, to the above named Contact Person. <u>No telephone enquiries please.</u>
<b>REQUESTS FOR INFORMATION</b>	Respondents are encouraged to submit RFIs at an early date and, in any event, prior to 16:00:59 Mountain Time on February 16, 2015.
<b>RFQ SUBMISSION DEADLINE</b>	The RFQ Submission Deadline is: 16:00:59 Mountain Time on February 26, 2015
<b>SUBMISSION ADDRESS</b>	Prequalification Submissions are to be submitted to: The City of Calgary, Supply Management Manchester Building “U”, 2nd Floor Reception 677 – 25th Avenue SE, Calgary, Alberta T2G 4K8, Canada <b>Attention:</b> Lisa Ludwig, Transportation Infrastructure (TI) Special Project Co-ordinator Sourcing / Procurement, Supply Management

## REQUEST FOR QUALIFICATIONS

### SECTION 1 – GENERAL

#### 1.1 Introduction

(1) This Request for Qualifications (“**RFQ**”) is issued by The City of Calgary located in the province of Alberta, Canada (the “**The City**”). The process set out in this RFQ (the “**RFQ Process**”) will begin with the issuance of this RFQ and will end, subject to Section 6.2 and Section 8.4, with the identification of the prequalified parties that will be eligible to participate further in the competitive procurement process (the “**Prequalified Parties**”). This RFQ will be followed by the issuance of a request for proposals (“**RFP**”) and an RFP process (“**RFP Process**”). Only Prequalified Parties will be invited to participate in the RFP Process.

(2) In this RFQ, all members of a respondent team are referred to collectively as the “**Respondent**”. Each member of a Respondent is referred to as a “**Team Member**” and each Respondent’s submission is referred to as a “**Prequalification Submission**”. For ease of reference, both prospective Respondents (prior to submission) and Respondents that submit a Prequalification Submission are referred to as “**Respondents**”. Each Respondent shall be represented by a Respondent representative (“**Respondent Representative**”) for the purpose of this RFQ Process. The Respondent Representative shall have the power and authority to bind all of a Respondent’s Team Members for the purposes of this RFQ Process.

(3) This RFQ requires each Respondent to submit the information described in Appendix C - Prequalification Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria and to submit the forms contained in Appendix D - Prequalification Submission Forms attached to this RFQ. It is anticipated that Respondents may form consortia or joint ventures in order to submit a Prequalification Submission.

(4) The project and scope of work and responsibilities to which this RFQ applies (the “**Project**”) are described in Section 2. Certain key information is summarized in the table at the beginning of this RFQ (the “**Summary of Key Information**”).

(5) The procurement process in respect of the Project will be managed by The City. It is anticipated that the Respondent that is ultimately successful in being awarded the work related to this Project (the “**Successful Proponent**” in the subsequent RFP Process) will enter into a Project agreement (“**Project Agreement**”) with The City as the signatory to the Project Agreement.

(6) This RFQ is not a tender or an offer or a request for proposals.

### SECTION 2 - THE PROJECT

#### 2.1 Background

(1) Calgary Transit, a business unit of The City of Calgary’s Transportation Department, operates a fleet of 956 buses and 192 light rail vehicles. Calgary Transit reached record ridership levels in 2013 with 107.5 million riders with an annual growth of nearly 6%. A study of the existing transit storage facilities was initiated in 2011 to perform a needs assessment of the existing as well as new transit storage facilities. The results of the study indicated a need for a new bus storage facility to better serve the needs of Calgary’s northern communities. Further to the study, Calgary Transit was directed by City Council to consider incorporating compressed natural gas (“**CNG**”) vehicles into the regular transit bus fleet on the basis of operational cost savings and environmental benefits.

(2) The City recognized that a new transit bus storage and maintenance facility is required to meet operational needs and growth. As a result, in December 2012, City Council added a new facility to the recommended list of projects in the “Investing In Mobility” capital plan.<sup>1</sup> The new facility (the “**Facility**”) is expected to accommodate 400 40 foot equivalent buses to be maintained, fuelled and stored. The Facility will provide storage and maintenance space for Calgary Transit’s new fleet of CNG buses, as well as diesel buses that are currently stored outside The City’s other bus garages.

(3) In accordance with The City’s policy, a business case and value for money analysis was conducted, which resulted in a recommendation that the Facility be procured by way of a public private partnership (P3). This process will allow The City to achieve its community objectives, while sharing risk and leveraging capabilities of the private sector to most effectively deliver this type of infrastructure.

(4) The Project will be subject to further City Council approval prior to release of the RFP.

## 2.2 Summary

(1) The Project is for the design, build, finance, and maintenance (DBFM) of a new bus operating, storage and maintenance facility for Calgary Transit. The Project will be on the previously undeveloped Stoney Operations Workplace Centre (OWC) Site, located at 12620 15th Street NE, at the south-east corner of the intersection of 15th Street NE and 128th Street NE. The site consists of approximately 75 acres, of which approximately 40 acres will be developable area, and the remainder being reserved for an environmental reserve and a wetland area. Approximately 10 acres of the developable area is to be reserved for The City’s Roads Department.

(2) The summary of the Project contained in this Section 2.2 and the indicative scope contained in Section 2.3 are subject to change.

(3) The functional program includes a modern state of the art transit operations and maintenance facility to accommodate 400 40 foot buses for Calgary Transit. The bus fleet will consist of mainly 40 foot standard buses, 60 foot articulated buses, and a small number of 35 foot or smaller shuttle buses. The bus fuel types will include CNG and diesel. The maintenance facility size is approximately 51,100 square metres (550,000 square feet) gross floor area, and will include: a heated storage garage for a minimum of 400 buses; a minimum of 3 nightly service lanes with 2 service bays each; a maintenance garage for a minimum of 36 service bays; and offices, support and ancillary areas to support the operations of the maintenance facility. The bus maintenance work anticipated for the Facility will include light duty and regular maintenance of the bus fleet, and will not include a body shop, paint shop or heavy overhaul functions. The exterior functional areas will include: approximately 620 on grade car parking spaces for staff and some visitors; roads and paved areas for cars and the transit operations; a CNG plant; diesel and fluids tank farms; refuse and recycled materials storage compounds; and any required storm water management facilities.

(4) A site location plan is attached as Appendix A.

(5) The site development works may include the public roads that surround the site and the associated utilities. As well, site works will include complete development of the whole site, including grading, drainage, paving and landscaping.

(6) Sustainability of the Facility will be a key driver for the design, construction and operations. The City anticipates requiring a Facility that will be certified LEED Gold, efficient in operating energy consumption and that provides a safe and healthy work environment for the staff that will use the Facility.

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<sup>1</sup> <http://www.calgary.ca/Transportation/TP/Documents/Planning/Investing%20in%20Mobility/investing-in-mobility-v2-final-web.pdf>  
[www.calgary.ca](http://www.calgary.ca) call 3-1-1

(7) Calgary Transit will supply, operate and maintain all transit assets operating from the Facility, such as the buses, including the supply of both CNG and diesel fuels and the Successful Proponent shall be responsible for the maintenance of the Facility.

(8) The City intends for the Successful Proponent to raise and provide all required financing to design and construct the Project. The City intends to make regular payments to the Successful Proponent over the operating term of the agreement (currently estimated to be 30 years from the date of substantial completion) to repay this financing, and to pay current facility maintenance and lifecycle renewal costs. In addition to the regular payments over the operating term The City is anticipating providing the Successful Proponent with a payment at substantial completion of up to 25% of the eligible capital costs per the PPP Canada definition of eligible capital costs. The City may elect to provide some additional milestone payments over the construction duration or increase the payment at substantial completion, the full details of any such payments will be provided in the Request for Proposals.

### **2.3 Indicative Scope**

(1) The design scope for the Project will include complete architectural, engineering, and specialist consultant services, that allow the Project to be designed, managed and coordinated to allow for all necessary approvals, permits, construction contract administration, testing and inspections, commissioning, training, and warranty support of the Project. Obtaining LEED Gold certification within two years of the completion of construction is also the Successful Proponent's responsibility.

(2) The construction scope will include providing the complete management, coordination, labour, supply of materials and equipment, installation, obtaining permits and inspection, commissioning, and providing warranty and warranty support for those aspects of the Facility to be maintained by The City. This shall include all the services as required for the complete construction of the Project including a constructor, construction manager, site superintendent, health and safety manager, coordinators, schedulers, tendering and administration support.

(3) In order to optimize the P3 delivery model, The City is including the maintenance and lifecycle renewal of the Facility over a 30 year concession period. Through a relationship with a private sector partner, The City will receive services based on a long-term, performance-based approach. By leveraging private sector expertise, The City will benefit from innovation and discipline in the selection of the constructed solution. One of the fundamental principles of a P3 project is the accountability of the private sector partner for the maintenance of equipment, components and finishes that it designs and builds, thus driving better long-term solutions and value for money. The maintenance scope will include: janitorial services; routine facility and landscape maintenance; snow removal; as well as major maintenance and rehabilitation of the Facility, including all building services, process systems and equipment.

### **2.4 Permitting**

The Successful Proponent will be responsible for obtaining all permits and approvals required for the Facility. This will include the development permit, building permit and permits and approvals required for the installation and operation of all utilities.

## **SECTION 3 – PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW**

### **3.1 Overview**

The procurement of the Project is expected to take place in the following stages:

(a) Stage 1 – Prequalification Stage

The prequalification stage (the “**Prequalification Stage**”) precedes the RFP Process and is intended to identify the Prequalified Parties that are eligible to participate in the RFP Process.

The Prequalification Stage is a stand-alone and independent stage that is complete once the Prequalified Parties are identified by The City.

(b) Stage 2 – RFP Process

The RFP Process is the competitive procurement process that follows the Prequalification Stage and is intended to result in the identification of a Successful Proponent.

(c) Stage 3 – Implementation of the Project Agreement

Once the Successful Proponent and The City have executed the Project Agreement, the Project will proceed in accordance with the terms and conditions of the Project Agreement.

**3.2 Timetable for the RFQ Process**

(1) The timetable for the RFQ Process is set out below (the “**Timetable**”). Additional dates subsequent to the completion of the RFQ Process have also been set out in the Timetable for the convenience and information of Respondents. All dates set out in the Timetable relating to the period and activities following the RFQ Process are approximate and subject to change.

**TIMETABLE**

<b>Activity</b>	<b>Timeline</b>
RFQ issue date	December 19, 2014
Last Day for Respondents to confirm attendees at Respondents’ Meeting	January 7, 2015
Respondent’s Meeting - Telus Convention Centre, Calgary, South Building, Upper Level, Glen Room #209	January 14, 2015 at 13.30 Mountain Time
Last Day for Respondents to submit RFIs	February 16, 2015, 16:00:59 Mountain Time
RFQ Submission Deadline	February 26, 2015
Notification of Prequalified Parties	Late March, 2015
Issue RFP and Draft Project Agreement to Proponents	Spring 2015
Selection of Preferred Proponent	Spring 2016
Financial Close	Summer 2016
Construction commences	Summer 2016
Completion of Construction of the Facility (30 months)	Quarter 4 of 2018
Expiry Date	30 years from date of substantial completion



(2) The City may, in its sole discretion, amend any date or time in the Timetable, including, for clarity, the RFQ Submission Deadline. The City shall amend any date or time in the Timetable by issuing an addendum in accordance with Section 4.8.

(3) In the event that the approximate dates relating to the period and activities following the RFQ Process are amended after the RFQ Process has ended, such amendments will be communicated to only the Prequalified Parties.

### 3.3 Fairness Advisor

(1) The City has appointed Knowles Consultancy Services Inc. as a fairness advisor (the “**Fairness Advisor**”) to advise on this RFQ Process and on the subsequent RFP Process.

(2) The Fairness Advisor will act as an independent observer of the fairness of the implementation of the RFQ and RFP Process, up to the selection of the Successful Proponent. The Fairness Advisor will provide a written report to The City that The City will make public.

(3) The Fairness Advisor will be:

- (a) provided full access to all documents, meetings and information related to the RFQ Process and RFP Process which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by The City of all documents and activities associated with this RFQ and the subsequent RFP Process.

### 3.4 Background Information

(1) The City has provided background information related to the Project (the “**Background Information**”) for the Respondents’ review on the following site (the “**Project Website**”):

Stoney CNG Project Site: <http://www.calgary.ca/Transportation/TI/Pages/Transit-projects/Stoney-CNG-Transit-Bus-Garage.aspx>

(2) The Background Information reflects information currently available to The City. The City does not represent or warrant the relevance, accuracy or completeness of any Background Information made available to Respondents and Team Members. Respondents and Team Members shall make such independent assessments as they consider necessary to verify and confirm the relevance, accuracy and completeness of all such information and any use of or reliance on by Respondents or Team Members on any and all such information shall be at the Respondents’ and Team Members’ sole risk and without recourse against The City. Respondents are cautioned that the Background Information is subject to change and they should check the above website on a regular basis throughout the RFQ Process and immediately prior to the RFQ Submission Deadline.

## SECTION 4 INSTRUCTIONS TO RESPONDENTS

### 4.1 Obtaining the RFQ Documents

(1) Respondents shall obtain the RFQ and all other communications related to the RFQ Process directly from MERX. A notice of the opportunity will be posted on the Alberta Purchasing Connection ([www.purchasingconnection.ca](http://www.purchasingconnection.ca)), referring Respondents to MERX.

(2) If the Respondent obtains this RFQ in some way other than from MERX or via the notice referral to MERX on the Alberta Purchasing Connection, the Respondent is solely responsible to ensure

that it has received all communications issued by The City, including all communications in accordance with Sections 4.6 and 4.8, and a failure to obtain any such communication is at the sole and absolute risk of the Respondent.

(3) The City may add, delete or amend the documents posted to MERX or information posted on the notice on the Alberta Purchasing Connection at any time during the RFQ Process.

(4) Each Respondent is solely responsible to ensure that it,

(a) has the appropriate software which allows the Respondent to access and download documents from MERX or the Project Website; and

(b) checks MERX frequently for the addition, deletion or amendment of documents at all times during the RFQ Process and keeps itself informed of and takes into account the most current information posted to MERX.

(5) The City shall not be responsible for any technical malfunction or other problems of or affecting any communications network or service, computer systems, servers or providers, or computer equipment.

#### **4.2 RFQ Documents**

(1) The RFQ documents consist of the following documents:

(a) this Request for Qualifications;

(b) Appendix A - Site Location Plan;

(c) Appendix B – Contractor Environmental Responsibility Package and Contractor Acknowledgement Form;

(d) Appendix C – Prequalification Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria;

(e) Appendix D – Prequalification Submission Forms;

(f) Appendix E – Request for Information Form;

(g) Appendix F – Project Example Forms;

(h) Appendix G – Key Individuals Forms;

(i) Appendix H - Subcontractor Form;

(j) Appendix I - RFQ Checklist; and

(k) Addenda, if any,

together, the “**RFQ Documents**”.

#### **4.3 RFQ Submission Deadline and Late Submissions**

(1) The Respondent shall ensure that Prequalification Submissions are received, and date and time stamped, by The City no later than the date and time set out in the Summary of Key Information

(the “**RFQ Submission Deadline**”). Respondents shall deliver their Prequalification Submissions by hand or courier to the address set out in the Summary of Key Information (the “**Submission Address**”).

(2) The City will not accept Prequalification Submissions sent by facsimile, electronic mail, telex or other telegraphic means. The City shall determine whether a Prequalification Submission was submitted prior to the RFQ Submission Deadline based on the time and date stamp on the Prequalification Submission. It is the sole responsibility of each Respondent to make sure that its Prequalification Submission is delivered to the Submission Address on or prior to the RFQ Submission Deadline. The City shall reject Prequalification Submissions received after the RFQ Submission Deadline and shall return such submissions to the Respondent unopened, except to the extent necessary to ascertain the information necessary to return the submission.

#### **4.4 Contact Person**

For the purpose of this RFQ Process, Respondents are permitted to contact only the Contact Person in respect of this RFQ Process. The name and coordinates of the Contact Person are set out in the Summary of Key Information.

#### **4.5 Respondents’ Meeting**

(1) The City will hold an optional information meeting for prospective Respondents (the “**Respondents’ Meeting**”) at the date and time set out in the Timetable. The purpose of the Respondents’ Meeting shall be to discuss information about the Project and the RFQ Process and respond to any questions that Respondents may have, either immediately or through a request by The City for submission of RFI’s. If any new information is introduced during the Respondents’ Meeting it will be provided by way of addendum.

(2) Respondents must provide to the Contact Person, by e-mail, a confirmation of attendance and a list of the proposed attendees for the Respondents’ Meeting (including individual name, title and firm name) no later than the date set out in the Timetable. The City may, in its sole discretion, limit the number of attendees per Respondent at the Respondents’ Meeting.

(3) The Respondents’ Meeting will be held at the Calgary TELUS Convention Centre, 120 9<sup>th</sup> Avenue SE, Calgary, South Building, Upper Level, Glen Room #209.

(4) Nothing stated or disclosed by The City at the Respondents’ Meeting shall be binding on The City nor will any such statement or disclosure change, modify, amend or waive the requirements of this RFQ in any way, unless subsequently confirmed by way of written addendum.

#### **4.6 Requests for Information**

(1) Respondents shall submit all requests for information or questions with respect to the RFQ, the RFQ Process, or the Project (each an “**RFI**”) to the Contact Person, by e-mail, no later than the date and time set out in the Summary of Key Information. Subject to Section 4.6(5), The City intends to provide all RFIs and the associated responses (without identifying the Respondent that submitted the RFI) to all prospective Respondents through MERX. The City will not answer any RFI, or any other type of inquiry in respect of the RFQ, the RFQ Process or the Project, that is not submitted in accordance with this Section 4.6(1).

(2) Any Respondent that has questions or concerns as to the meaning of any part of this RFQ or who believes that the RFQ contains any error, inconsistency or omission, must submit its questions or concerns, in writing as an RFI, to the Contact Person in accordance with Section 4.6(1).

(3) If a Respondent does not receive an acknowledgement of an RFI within two Business Days of its having been sent, the Respondent should resubmit the RFI.

(4) Any oral or written response provided by The City or its Representatives in connection with this RFQ will neither be binding on The City nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than through an addendum issued in accordance with Section 4.8.

(5) Respondents may also submit RFIs on matters they consider to be commercially sensitive or confidential. Respondents must designate such RFIs as “commercially confidential” and must submit them in accordance with Section 4.6(1). If The City determines that a Respondent’s commercially confidential RFI should not be treated confidentially, then, subject to Section 4.6(6), The City will permit the Respondent to withdraw the RFI rather than receive a response. If The City agrees with the Respondent’s designation of the RFI as commercially confidential, The City will provide a response to only the Respondent that submitted the commercially confidential RFI.

(6) Notwithstanding Section 4.6(5), if The City, in its sole discretion, considers that a Respondent’s commercially confidential RFI relates to a matter that should be brought to the attention of all Respondents, it may issue a response to all Respondents.

(7) The City will acknowledge receipt of all RFIs, but may, in its discretion, decide not to respond to any RFI. The City will endeavour to respond to RFIs in a timely manner and will notify a Respondent if it does not intend to respond.

(8) The following provisions shall apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email where such email communications or delivery is permitted by the terms of this RFQ. The City does not assume any risk or responsibility or liability whatsoever to any Respondent:

- (a) for ensuring that any electronic email system being operated for The City is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent’s email cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

(9) All permitted email communications with, or delivery of documents 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 or by the clock used by the Contact Person for that purpose.

#### **4.7 Environmental and Occupational Health and Safety Information**

(1) The City requires all those engaged on construction and related projects to confirm that they have read The City’s Contractor Environmental Responsibility Package. Each Lead Construction Team Member and each Lead Facility Maintenance Team Member must therefore read this document that is set out in Appendix B and sign the Contractor Acknowledgement Form.

(2) The City requires its contractors to hold an Alberta Certificate of Recognition (“**COR**”) before commencing work on a project. For this Project, the COR must be held by each Lead Construction Team Member and each Lead Facility Maintenance Team Member. At this RFQ stage, Respondents must show that each Lead Construction Team Member and each Lead Facility Maintenance Team Member holds an Alberta Certificate of Recognition or its equivalent in another

jurisdiction. Further information about the Alberta Certificate of Recognition and its equivalents can be found at the following web site: <http://www.acsa-safety.org/>.

(3) Each Lead Construction Team Member and each Lead Facility Maintenance Team Member must also show that it is currently in good standing with its local health and safety organization. Refer to the Alberta Worker's Compensation Board's web site at [http://www.wcb.ab.ca/pdfs/employers/EFS\\_Clearance\\_certificate\\_types.pdf](http://www.wcb.ab.ca/pdfs/employers/EFS_Clearance_certificate_types.pdf) for further information.

(4) Respondents are advised that prior to any construction work on site, the Successful Proponent will be required to submit a project specific occupational health and safety program manual to cover all construction work. The manual will be updated prior to commissioning to address the maintenance aspects of the Project. The manual should include a project organization chart, indicating the reporting structure of safety personnel.

(5) Respondents are further advised that prior to any construction work on site, the Successful Proponent will be required to provide the name(s) of the safety designate(s) assigned to the Project and provide certificates showing that they have passed the Prime Contractor Course, Leadership for Safety Excellence Course, Construction Safety Training Systems Course, and WHMIS Training course for the safety designate(s) as provided by the Alberta Construction Safety Association.

#### **4.8 Addenda and Amendments to the RFQ**

If The City, in its sole discretion, determines that it is necessary or desirable to amend this RFQ, the amendment will be communicated in writing through MERX to all Respondents in the form of a written addendum numbered for identification purposes. Each addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, addenda, when issued, take priority over the original wording in the RFQ and any wording in prior addenda.

#### **4.9 Process for Revising Prequalification Submissions**

(1) At any time prior to the RFQ Submission Deadline, a Respondent may withdraw its Prequalification Submission by notifying the Contact Person, in writing, of the Respondent's intention to withdraw.

(2) A Respondent wishing to amend its Prequalification Submission after it has been submitted is permitted to do so only prior to the RFQ Submission Deadline. To carry out such an amendment to its Prequalification Submission, a Respondent shall:

- (a) notify the Contact Person, in writing, of its intention to withdraw and re-submit its Prequalification Submission;
- (b) withdraw its original Prequalification Submission, which must be clearly identifiable by the Contact Person as set out in Section 4.11(2); and
- (c) re-submit a complete, revised Prequalification Submission that is clearly identified as a new Prequalification Submission,

and shall complete all actions set out in Section 4.9(2)(a), 4.9(2)(b) and 4.9(2)(c) prior to the RFQ Submission Deadline.

#### 4.10 Prequalification Submission Property of The City

All Prequalification Submissions will become the property of The City once submitted and will not be returned to the Respondents unless withdrawn pursuant to Section 4.9(1) or submitted after the RFQ Submission Deadline.

#### 4.11 Prequalification Submission Instructions

(1) Respondents shall prepare all Prequalification Submissions in English and shall submit, in four separate sealed packages:

- (a) bound, signed originals marked as “Original” and three copies marked as “Copy” of the Contractor Acknowledgement Form, included in Appendix B - Contractor Environmental Responsibility Package, completed on behalf of each Lead Construction Team Member and each Lead Facility Maintenance Team Member, in a package marked “Environmental Information” (the “**Environmental Information Package**”);
- (b) for each Lead Construction Team Member and each Lead Facility Maintenance Team Member:
  - (i) four copies of the Alberta Certificate of Recognition, or its equivalent in the home jurisdiction of the relevant Team Member; and
  - (ii) four copies of a letter of good standing from WCB-Alberta, or its equivalent in the home jurisdiction of the relevant Team Member,together in a package marked “OHS Information” (the “**OHS Information Package**”);
- (c) one bound, signed original marked as “Original” and six copies marked as “Copy” of:
  - (i) all the information required by Appendix C - Table 1 – Technical Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria, including the completed forms required by Appendix D; and
  - (ii) one CD ROM or USB format flash drive containing electronic copies, in PDF or Word format, of all of the information provided pursuant to Section 4.11(1)(c)(i) and marked “**Technical Information**” on the CD or USB format flash drive,together in a package marked “Technical Information” (the “**Technical Information Package**”); and
- (d) subject to Section 4.11(3) one bound original marked as “Original” and six copies marked as “Copy” of:
  - (i) all information required by Appendix C – Table 2 – Financial Information Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria; and

- (ii) one CD ROM or USB format flash drive containing electronic copies, in PDF or Word format, of all information provided pursuant to Section 4.11(1)(d)(i) and marked “**Financial Information**” on the CD or USB format flash drive,

together in a package marked “Financial Information” (the “**Financial Information Package**”);

(2) Respondents shall include the Environmental Package, the OHS Information Package, the Technical Information Package and the Financial Information Package, together in another sealed package. Each submission package separate and together should be prominently marked with this RFQ title and number (see RFQ cover page), with the full legal name and return address of the Respondent, with the submission Deadline and with the Contact Person’s name on the exterior of the packages.

(3) Notwithstanding Section 4.11(1)(d), Respondents are not required to provide multiple copies of the financial statements of Team Members that are private companies, and, instead, may provide one original set marked as “Original” and one copy set marked as “Copy” of financial statements of Team Members that are private companies in a separate, sealed envelope in the Financial Information Package.

(4) Respondents should not submit any information other than what is specifically required by this RFQ. Respondents should not submit promotional materials as part of their Prequalification Submissions and Respondents are strongly encouraged to be succinct in their Prequalification Submissions. If there are page limits or other limits set out in Appendix C, the Respondent shall limit its Prequalification Submission, or each component of the Prequalification Submission, to the maximum pages indicated in Appendix C. Respondents are cautioned that The City will not review or score pages or other materials submitted in excess of the page limits. For greater clarity, any page or other limit set out in the RFQ shall apply to all materials submitted by the Respondent in response to the item that is the subject of such limit, whether submitted in the text of the Prequalification Submission or included as an appendix, schedule or other attachment to the Prequalification Submission.

(5) A Prequalification Submission that is not submitted in a sealed package may be rejected by The City and The City shall not be under any obligation to return an unsealed Prequalification Submission to the Respondent or to notify the Respondent that the package was not sealed.

(6) If there is any difference whatsoever between the electronic copy of the Technical Information and the hard copy of the Technical Information, the hard copy of the Technical Information, as submitted, shall govern. If there is any difference whatsoever between the electronic copy of the Financial Information and the hard copy of the Financial Information, the hard copy of the Financial Information, as submitted, shall govern.

(7) A checklist is included in Appendix I for the assistance of Respondents.

#### **4.12 Participation by Lead Team Members on More than One Respondent Team**

(1) No Lead Team Member of any Respondent shall be a Team Member or otherwise participate in the Prequalification Submission of any other Respondent. The prohibition set out in this Section 4.12(1) also applies to the Affiliates of each Lead Team Member.

#### **4.13 Intellectual Property**

(1) By submitting a Prequalification Submission, Respondents will represent and warrant that they have the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property they require for performance of their obligations pursuant to this RFQ

and will pay all applicable fees associated with the use of such intellectual property including any required licence fees and royalties.

## **SECTION 5 – CONTENTS OF THE PREQUALIFICATION SUBMISSION**

### **5.1 Contents of Submission**

Respondents shall prepare their Prequalification Submissions by completing and submitting the information and forms required by Appendices B, C and D to this RFQ, in accordance with the instructions set out in Appendices B, C, D, F and G.

## **SECTION 6 – RFQ EVALUATION PROCESS OVERVIEW**

### **6.1 Evaluation Process**

The City will not open Prequalification Submissions publicly. The City and its Representatives will evaluate the Prequalification Submissions in accordance with the following steps:

(1) Step 1 - Mandatory Requirements

The Prequalification Submissions will be reviewed to determine whether they comply with the Mandatory Requirements. Respondents will be given an opportunity to rectify deficiencies in their Prequalification Submissions in order solely to fill any gaps identified in the Mandatory Requirements. The Rectification Period will begin to run from the date and time that The City issues its rectification notice to the Respondent.

A Prequalification Submission that does not meet the Mandatory Requirements at the end of the Rectification Period will be excluded from further consideration.

The Mandatory Requirements for this RFQ are:

- (a) All printed and electronic copies of the Prequalification Submission must be in English. Where original documents are in French, they must be accompanied by English translations. The City will rely on the English translations.
- (b) Each Prequalification Submission must contain the Contractor Acknowledgement Form signed on behalf of each Lead Construction Team Member and each Lead Facility Maintenance Team Member (see Section 4.11(1)(a)).
- (c) Each Prequalification Submission must contain the information requested in Section 4.11(1)(b).
- (d) Each Prequalification Submission must contain the following forms, found in Appendix D:
  - (i) Form D-1 - Master Submission Form, signed on behalf of the Respondent Representative;
  - (ii) Form D-2 - Consent Declarations, signed on behalf of each Team Member;
  - (iii) Form D-3 - Conflict of Interest, Confidential Information and Litigation Declaration, signed on behalf of the Respondent Representative; and



- (iv) Form D-4 - Relationship Disclosure Form, signed on behalf of the Respondent Representative.

(2) Step 2 - Technical and Financial Evaluation:

The technical and financial evaluation teams established by The City will evaluate the Technical Information Package and the Financial Information Package respectively, of those Prequalification Submissions that meet the Mandatory Requirements. The financial evaluation team will evaluate and score the Financial Information Package in accordance with the Evaluation Criteria Categories and weighting set out in Section 7. The technical evaluation team will evaluate and score the Technical Information Package in accordance with the Evaluation Criteria Categories and weighting set out in Section 7.

(3) Step 3 - Ranking

Those Prequalification Submissions that receive a “fail” on the pass/fail element of the financial evaluation will not be ranked.

Those Prequalification Submissions that receive a “pass” on the pass/fail element of the financial evaluation will be ranked in accordance with their aggregate scores for the technical and financial evaluations. In the event that there is a tie in the aggregate score among two or more Prequalification Submissions for the last Prequalified Party position in the ranking, the Respondent with the highest score for its Lead Design Team shall rank higher. In the event that the Lead Design Team scores are equal, the same test shall apply in order to the scores for the Lead Construction Team, Respondent Team, and Facility Maintenance Team, until one Respondent has a higher score for a particular element.

(4) Step 4 - Confirmation of Evaluation and Ranking:

The technical and financial evaluation teams established by The City will present the preliminary evaluation and ranking results from Steps 3 and 4 to an evaluation committee, also appointed by The City, including the identification of up to three highest ranked Respondents from Steps 3 and 4. The evaluation committee will review the findings of the technical and financial evaluation teams and will make a final recommendation of the list of Prequalified Parties to The City. The role of the evaluation committee will be to confirm that the evaluation teams have carried out their respective evaluation, scoring and preliminary ranking in accordance with the requirements of this RFQ.

(5) Step 5 - Notification to Respondents:

Subject to Section 6.2 and following approval by The City, the Contact Person will contact all Respondents to inform them whether or not they have been determined to be Prequalified Parties. The City also reserves the right to make public the names of the Prequalified Parties.

## **6.2 Maximum Number of Prequalified Respondents and Reserve Prequalified Party**

(1) The City intends to prequalify, at a maximum, three Prequalified Parties. However, The City may, in its sole discretion, increase the number of Prequalified Parties, or replace a Prequalified Party that has informed The City that it does not intend to participate in the RFP Process, by adding other Respondents, based on their scores and ranking in this RFQ Process, to the list of Prequalified Parties, even if those Respondents were not Prequalified Parties in the first instance.

(2) In the event that The City determines, in accordance with Sections 6.4 or 6.5 that a Respondent will not be permitted to continue in the RFQ Process, The City may, in its sole discretion, invite other Respondents, based on their scores and ranking in this RFQ Process, to the list of Prequalified Parties, even if those Respondents were not Prequalified Parties in the first instance.

(3) Each Respondent who is eligible to be added to the list of Prequalified Parties pursuant to Sections 6.2(1) or Section 6.2(2) is a "**Reserve Prequalified Party**", as determined by their ranking following the evaluation process. The City may notify the top ranked Reserve Prequalified Parties of such status.

(4) Prior to or after the issuance of the RFP, The City may, in its sole discretion, invite one or more Reserve Prequalified Parties to participate in the RFP Process.

(5) Prior to being added to the list of Prequalified Parties, upon notification by The City, a Reserve Prequalified Party will be required to:

- (a) confirm in writing in a form satisfactory to The City that the Reserve Prequalified Party wishes to participate in the RFP Process;
- (b) provide The City with confirmations pursuant to Sections 6.4 and 6.5, in a form satisfactory to The City, within two Business Days of notification by The City; and
- (c) either,
  - (i) provide The City with a confirmation that its Team Members have not changed; or
  - (ii) make application pursuant to Section 8.4 for a change to a Team Member.

(6) This Section 6.2 shall survive the cancellation or conclusion of the RFQ Process.

### **6.3 Clarifications, Reference Checks and Interviews**

(1) During the evaluation of Prequalification Submissions, The City may, in its sole discretion:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Prequalification Submission to verify any and all information regarding a Respondent, including of its directors/officers and Key Individuals;
- (b) conduct any other reference checks or conduct any background investigations and/or seek any additional information that it considers necessary in the course of the RFQ Process;
- (c) request that any Respondent provide clarification of any part of its Prequalification Submission; and
- (d) conduct interviews with the Respondents to seek further clarification of a Respondent's Prequalification Submission.

(2) For such purposes, the Respondents shall be deemed to consent to and authorize the release of relevant information to The City.

(3) The evaluation of a Prequalification Submission may include any clarifications provided in writing in response to questions posed by The City, information provided at interviews and information received as a result of any other investigations made by The City.

(4) The City is under no obligation to request clarification of, or verify, any information in any Prequalification Submission, including the clarification or verification of an ambiguity in the Prequalification Submission, to check references provided by Respondents or to conduct interviews with the Respondents. The City may, in its sole discretion, request clarification of, or verify, matters, check references or conduct interviews with none, one or some of the Respondents.

#### **6.4 Financial Submission Confirmation**

(1) During the time period from the end of the RFQ Process until the issuance of the RFP (and thereafter subject to the terms and conditions of the RFP), The City may, in its sole discretion, request any Respondent to confirm that there have been no material changes to the Financial Information Package submitted by the Respondent. If there have been any material changes to the Respondent's Financial Information Package, the Respondent shall provide details of such changes in accordance with any requirements The City may impose at that time. The City shall evaluate the new financial information submitted by the Respondent by applying the evaluation criteria set out in Table 2 of Appendix C and may revise the Respondent's score to reflect the results of the evaluation. If, on the basis of the evaluation of the new financial information, The City determines that the Respondent has failed in accordance with evaluation criteria set out in Table 2 of Appendix C, the Respondent will no longer be a Prequalified Party.

(2) In the event that a Prequalified Party loses its prequalification status in accordance with Section 6.4(1), The City may, in its sole discretion, invite a Reserve Prequalified Party in accordance with Section 6.2(2).

#### **6.5 Reporting of Material Change**

(1) During the time period from the end of the RFQ Process until the issuance of the RFP documents (and thereafter subject to the terms and conditions of the RFP), each Prequalified Party shall immediately report any material change to the financial information submitted by that Prequalified Party during the RFQ Process and shall re-submit its financial information by providing all financial information originally required by Table 2 of Appendix C. The City shall evaluate the re-submitted financial information and may revise the Respondent's score to reflect the results of the re-evaluation. If, on the basis of the evaluation of the re-submission of financial information, The City determines that the Respondent has failed in accordance with evaluation criteria set out in Table 2 of Appendix C, the Respondent will no longer be a Prequalified Party.

(2) In the event that a Prequalified Party loses its prequalification status in accordance with Section 6.5(1), The City may, in its sole discretion, invite a Reserve Prequalified Party in accordance with Section 6.2(2).

### **SECTION 7 – RFQ EVALUATION**

#### **7.1 Evaluation Criteria Categories**

(1) A Prequalification Submission that meets the Mandatory Requirements as set out in Section 6.1(1) will be subjected to a scoring evaluation based on the following evaluation criteria categories ("**Evaluation Criteria Categories**"), further details of which are set out in Appendix C:

- (a) Technical Evaluation Criteria:
  - (i) Respondent Team Structure, Management, Working History and Past Performance;
  - (ii) Project Approach and Methodology;
  - (iii) Key Individuals' Experience – Project Management;
  - (iv) Design Team Organization and Plan;
  - (v) Lead Design Team's Qualifications and Experience;
  - (vi) Key Individuals' Experience – Lead Design Team;
  - (vii) Construction Team Organization and Plan;
  - (viii) Lead Construction Team's Qualifications and Experience;
  - (ix) Construction Team's Major Subcontractor Experience;
  - (x) Key Individuals' Experience – Lead Construction Team;
  - (xi) Facility Maintenance Organization and Plan;
  - (xii) Lead Facility Maintenance Team's Experience; and
  - (xiii) Key Individuals' Experience – Lead Facility Maintenance Team.
- (b) Financial Evaluation Criteria:
  - (i) Financial Capacity;
  - (ii) Financing Approach and Experience;
  - (iii) Financing Team's Experience; and
  - (iv) Key Individuals' Experience - Financing Team.

(2) The Evaluation Criteria for the Evaluation Criteria Categories in this RFQ Process are set out Appendix C.

(3) The following is an overview of the weightings and minimum scores for the Evaluation Criteria Categories:

Evaluation Criteria Categories		Weighting
<b>Technical Evaluation Categories</b>		
<b>I. APPLICANT TEAM</b>		
1	Respondent Team Structure, Management, Working History and Past Performance	8
2	Project Approach and Methodology	4
3	Key Individuals' Experience - Project Management	3
<b>II. DESIGN TEAM</b>		
1	Design Team Organization and Plan	5

2	Lead Design Team's Qualifications and Experience	8
3	Key Individuals' Experience - Lead Design Team	12
<b>III. CONSTRUCTION TEAM</b>		
1	Construction Team Organization and Plan	5
2	Lead Construction Team's Qualifications and Experience	7
3	Construction Team's Major Subcontractor Experience	5
4	Key Individuals' Experience - Lead Construction Team	8
<b>IV. FACILITY MAINTENANCE TEAM</b>		
1	Facility Maintenance Team Organization and Plan	5
2	Lead Facility Maintenance Team's Experience	7
3	Key Individuals' Experience - Lead Facility Maintenance Team	8
<b>Subtotal Weighting for Technical Evaluation</b>		<b>85</b>
<b>Financial Evaluation Categories</b>		
<b>I. FINANCIAL CAPACITY</b>		Pass/Fail
1	Financial Capacity	Pass/Fail
<b>II. FINANCING</b>		
1	Financing Approach and Experience	3
<b>III. FINANCING EXPERIENCE</b>		
1	Team	8
2	Key Individuals	4
<b>Subtotal Weighting for Financial Evaluation</b>		<b>15</b>
<b>Total Weighting</b>		<b>100</b>

(4) Prequalification Submissions will be evaluated and rated based on a 0 to 10 scale. The score for each Evaluation Criteria Category will be determined by multiplying the weighting for that criteria as set out in the table above by the rating; the sum of all scores will be the total score.

## SECTION 8 - RFQ PROCESS MATTERS

### 8.1 Prohibited Communications and Lobbying Prohibition

(1) Neither Respondents nor any of their Team Members nor their respective Representatives shall,

- (a) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, interest in, or participation in, the Project or this RFQ Process without The City's prior written consent, which consent may be withheld in The City's sole discretion; or
- (b) engage, in any way whatsoever, in any form of political or other lobbying whatsoever in relation to the Project or to influence the outcome of this RFQ Process.

(2) Other than as expressly permitted or required in this RFQ, neither Respondents nor any of their Team Members nor their respective Representatives may contact or attempt to contact any of the following Persons, directly or indirectly, with respect to this RFQ, RFQ Process or the Project:

- (a) any member of City Council or any member of a councillor's staff;
- (b) the Mayor of Calgary or any member of the Mayor of Calgary's staff;
- (c) any person employed or engaged by The City, other than the Contact Person;
- (d) any Ineligible Person; or

(e) any Representative or official of PPP Canada.

(3) The City may, in its sole discretion and at any time in the RFQ Process, reject the Prequalification Submission of a Respondent that has contravened Section 8.1(1) or 8.1(2). The City may, in its sole discretion, as an alternative to the rejection of such a Prequalification Submission, impose such conditions on a Respondent's continued participation in the RFQ Process and the RFP Process as The City, in its sole discretion, may consider in the public interest or otherwise appropriate.

## **8.2 Respondent Due Diligence**

(1) This RFQ and the Background Information may not contain all of the information that a Respondent or its Team Members may need in deciding whether to submit a Prequalification Submission.

(2) The City and its Representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the relevance, accuracy or completeness of this RFQ or any information, data, materials or documents (electronic or otherwise) provided to the Respondents or their Team Members or their respective Representatives in this RFQ or during this RFQ Process with respect to the RFQ or the Project, including any Background Information. The City and its Representatives shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Respondent's or Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by The City or its Representatives during this RFQ Process or with respect to the RFQ or the Project, including any Background Information.

(3) Each Respondent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, the RFQ Process, and the Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by The City or its Representatives during this RFQ Process or with respect to the RFQ or the Project, including any Background Information.

(4) Each Respondent and each Team Member is responsible for ensuring that it has all of the information necessary to prepare its Prequalification Submission in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, or provided during this RFQ Process with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Prequalification Submission.

## **8.3 Costs and Expenses of Respondents**

(1) All costs and expenses incurred by a Respondent or its Team Members in the preparation and delivery of its Prequalification Submission or in providing any additional information necessary for the evaluation of its Prequalification Submission shall be borne solely by that Respondent.

(2) Neither The City nor its Representatives shall be liable to pay any costs or expenses of any Respondent or any Team Member or to reimburse or compensate a Respondent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Prequalification Submissions, the cancellation or deferral of the RFQ Process, the cancellation or deferral of the Project or the removal of a Respondent from the list of Prequalified Respondents.

(3) The City intends to pay an honorarium as part of the RFP Process. Full details of the honorarium will be included in the RFP.

#### 8.4 Substitution, Removal or Change in Scope of Team Members

(1) Except as provided in Section 8.4(2) and 8.4(3), a Respondent is not permitted to substitute or remove a Team Member, or change the role or scope of work of any Team Member, after the RFQ Submission Deadline, without The City's prior written consent. The City may, in its sole discretion, disqualify a Respondent that contravenes this Section 8.4(1).

(2) A Respondent wishing to substitute or remove a Team Member, or change the scope of work of any Team Member, shall submit a written request to the Contact Person that sets out, in detail, the proposed change to the membership of the Respondent's team.

(3) If a Respondent submits a request pursuant to Section 8.4(2), the following shall apply:

(a) If the Respondent's request is submitted prior to the completion of Step 2 of the RFQ evaluation process (as set out in Section 6.1), The City, may in its sole discretion, permit the requested change and re-evaluate those portions of the Respondent's Prequalification Submission that may be impacted by the change; and

(b) If the Respondent's request is submitted after the completion of Step 2 of the RFQ evaluation process (as set out in Section 6.1), The City may, in its sole discretion, review the proposed change in order to assess whether,

(i) the replacement Team Member has equal or better qualifications than the original Team Member; or

(ii) the proposed change in the scope of work is likely to result in equal or better performance by the Respondent,

to determine whether The City will, in its sole discretion, consent to the Respondent's request.

(4) If, after the RFQ Submission Deadline and for reasons beyond the control of the Respondent or the applicable Team Member, there is,

(a) a requirement to substitute or remove a Team Member;

(b) a change in Control of any Team Member; or

(c) a material change to the nature of a Team Member,

the Respondent must provide written notice to The City within five business days after becoming aware of such a change in circumstance. The City may, in its sole discretion, disqualify the Respondent if The City, in its sole discretion, considers that there could be a material adverse impact on the Respondent's Prequalification Submission as a result of one of the circumstances set out in Sections 8.4(4)(a), 8.4(4)(b), or 8.4(4)(c). If The City determines, in its sole discretion, that it will not disqualify the Respondent in such circumstances, The City may permit the Respondent to propose a substitution for the applicable Team Member, for review and approval by The City.

(5) Subject to the RFP Process rules, Respondents are cautioned that Prequalified Parties will not be permitted to substitute or remove any Team Member or to materially change the roles or scope of work to be performed by any Team Member (from the Team Members' role and scope of work set out in their original Prequalification Submissions), without The City's prior written consent. In considering whether to grant such a consent, The City may, in its sole discretion, require some or all of the Team

Members, including any Team Member that will no longer form part of the Respondent, to confirm in writing their agreement to the addition, substitution, removal, or change in the Team Members. The City may, in its sole discretion, disqualify a Prequalified Party that substitutes or removes any Team Member or materially changes the roles or scope of work of a Team Member without The City's prior written consent.

(6) The City may, in its sole discretion, require a Respondent to remove and/or replace any Team Member and/or Key Individual in accordance with this RFQ. Any such replacement Team Member and/or Key Individual is at The City's sole discretion and shall require The City's prior written consent.

(7) In exercising its sole discretion pursuant to this Section 8.4, The City may refer to the Evaluation Criteria Categories set out in this RFQ and such other criteria as The City may consider relevant.

## **8.5 Rights of The City**

(1) Notwithstanding anything else in this RFQ, The City may, at any time and in its sole discretion:

- (a) disqualify a Respondent or Prequalification Submission, or disqualify any Team Member, if
  - (i) the Respondent, or any of its Team Members, has been disqualified from another competitive procurement process as the result of any convictions related to inappropriate bidding or procurement practices or unethical behaviour; or
  - (ii) the Respondent or one or more of its Team Members (or one of their Affiliates) has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process in any jurisdiction;
- (b) disqualify a Respondent or Prequalification Submission, or disqualify any Team Member, if the Respondent or one or more of its Team Members is engaged, directly or indirectly, in a dispute against The City as contemplated in The City's Procurement Policy for a Party with a Dispute with The City (FA-056 (A));
- (c) disqualify a Respondent or Prequalification Submission, or disqualify any Team Member, if, in the opinion of The City, in its sole discretion, the information disclosed in the Prequalification Submission, including in Form D-3, may compromise the reputation or integrity of The City or Calgary Transit;
- (d) disqualify a Respondent or Prequalification Submission, or disqualify any Team Member, if The City discovers any false information in a Prequalification Submission;
- (e) accept or reject any Prequalification Submission or reject all Prequalification Submissions;
- (f) disqualify a Respondent or any Team Member, if that Respondent or one or more of its Team Members or Key Individuals has, or has failed to disclose, a perceived, potential or actual Conflict of Interest as set out in Section 8.10;



- (g) disqualify a Respondent in accordance with any other express right of disqualification contained in this RFQ;
- (h) change the Project, including a change in scope;
- (i) cancel this RFQ and reissue the same RFQ or a different request for qualifications document in relation to the Project;
- (j) cancel or defer this RFQ or the Project at any time;
- (k) waive a minor defect, irregularity, non-conformity or non-compliance in or with respect to a Prequalification Submission or failure to comply with the requirements of this RFQ and accept that Prequalification Submission even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Prequalification Submission null and void; or
- (l) amend, from time to time, any date, any time period or deadline provided in this RFQ, by use of Addendum,

in each case, without incurring any liability for cost or damages incurred by any Respondent or any Team Member.

(2) Without limitation to any other rights of The City hereunder, in order to ensure the integrity, openness and transparency of the procurement process, The City may, in its sole discretion,

- (a) impose at any time on all Respondents and any Team Members additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behaviour of the Respondents and Team Members; and
- (b) require that a Respondent and/or any Team Member provide The City with copies of its internal policies, processes and controls establishing ethical standards for its procurement practices and evidence of compliance by the Respondent and all Team Members with such policies, processes and controls.

(3) The City's purpose in this RFQ Process is to obtain a Prequalification Submission that is in the best interest of The City and most suitable for meeting The City's objectives.

## **8.6 Power of Municipal Council of The City**

Respondents are advised that no provision of this RFQ (including a provision stating the intention of The City) is intended to operate, nor shall any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of City Council in the exercise of its statutory powers.

## **8.7 Restriction on Communication between Respondents**

(1) A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Prequalification Submission or the Prequalification Submission of another Respondent in a fashion that would contravene applicable law. Each Respondent shall prepare and submit its Prequalification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent.

(2) For greater clarity, Section 8.7(1) applies to Respondents, their Team Members, their Key Individuals, and their respective Representatives.

(3) The City reserves the right in its sole discretion to disqualify any Respondent that breaches this Section 8.7.

### **8.8 Right to Verify**

The City may, in its sole discretion, independently verify any information in none, one or some of the Prequalification Submissions. The City may, in its sole discretion, disqualify any Respondent whose Prequalification Submission contains any false or misleading information. The City may, in its sole discretion, disqualify any Respondent that, in The City's sole discretion, has failed to disclose any information that would, if disclosed, materially adversely affect The City's evaluation of the relevant Respondent's Prequalification Submission. The City is under no obligation to independently verify any information in any Prequalification Submission.

### **8.9 Debriefing**

The City will offer a debriefing upon request to any Respondent that has not been identified as a Prequalified Party. The City is not obliged to debrief Prequalified Parties with respect to their participation in the RFQ Process. The information provided to a Respondent in the debriefing will relate solely to that Respondent and its Prequalification Submission and not to any other Respondent or Prequalification Submission. Any information provided by The City in good faith during a debriefing shall not be used against The City or its Representatives in any way whatsoever, including in any legal action.

### **8.10 Conflict of Interest**

(1) Each Respondent Representative, on behalf of the Team Members and Key Individuals, must declare and continue to be under an obligation to declare all Conflicts of Interest that exist or that may exist in the future.

(2) **"Conflict of Interest"** means any situation or circumstance where a Respondent, Team Member or Key Individual,

- (a) has other commitments, relationships, financial interests or involvement in ongoing litigation that,
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
  - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement;
- (b) has contractual or other obligations to The City that could or could be seen to have been compromised or impaired as a result of its participation in the RFQ, the RFP Process or the Project; or
- (c) has knowledge of confidential information (other than Confidential Information disclosed by The City in the normal course of the RFQ Process) of strategic and/or material relevance to the RFQ Process or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage.

(3) In connection with its Prequalification Submission, each Respondent shall,

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the Project;
- (b) upon discovering any perceived, potential or actual Conflicts of Interest at any time during the RFQ Process, promptly disclose same to The City in a written statement to the Contact Person; and
- (c) provide The City with the Respondent's proposed means to mitigate and minimize, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to The City that The City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

(4) Without limiting Section 8.10(5), The City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be upon such terms and conditions as The City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Respondent and/or Prequalified Party, as applicable, to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to The City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

(5) Without limiting Section 8.10(4) and in addition to all contractual or other rights or rights at law or in equity that may be available to The City, The City may, in its sole discretion,

- (a) disqualify a Respondent that fails to disclose a perceived, potential or actual Conflict of Interest of the Respondent or any of its Team Members or Key Individuals;
- (b) require the removal and replacement of any Team Member or Key Individual that has a perceived, actual or potential Conflict of Interest that The City, in its sole discretion, determines cannot be managed, mitigated or minimized;
- (c) disqualify a Respondent, Team Member and/or Key Individual that fails to comply with any requirements prescribed by The City pursuant to Section 8.10(4) to mitigate, manage or minimize a Conflict of Interest; and
- (d) disqualify a Respondent if that Respondent, or one of its Team Members or Key Individuals has a perceived, potential or actual Conflict of Interest that, in The City's sole discretion, cannot be mitigated, managed, minimized or otherwise resolved.

(6) The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by The City, in its sole discretion.

### **8.11 Ineligible Persons**

(1) **"Ineligible Persons"** are those Persons who have a conflict of interest or had, or currently have, participation or involvement in the RFQ Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents.

(2) The Ineligible Persons listed in Section 8.11(4) are not eligible to participate as a Team Member or Key Individual. Further, they may not advise or assist a Respondent or a Team Member in

any way in relation to the RFQ Process or the Project. Other Ineligible Persons may be eligible to participate or advise a Respondent or Team Member in accordance with Section 8.11(6).

(3) Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Team Member uses or seeks advice or assistance from any Ineligible Person or includes any Ineligible Person as a Team Member or Key Individual except as permitted by this Section 8.11.

(4) Without limiting the definition of Ineligible Persons, as a result of their involvement in the Project, the Persons listed below are Ineligible Persons:

IBI Group (Canada) Inc.  
Turner and Townsend CM2R Inc.  
P1-Consulting Inc.  
Change Energy Services Inc.  
Davis LLP  
Deloitte LLP  
Knowles Canada  
Costplan Management Ltd.  
D A Watt Consulting Group Ltd.

(5) Affiliates and former employees of an Ineligible Person are not eligible to participate as a Team Member or Key Individual without the prior written consent of The City.

(6) To request consent under Section 8.11(5) or to determine whether or not a Person is an Ineligible Person, a Respondent shall submit the following information to the Contact Person as early as possible:

- (a) the full legal name of the potential Ineligible Person, Affiliate or former employee that the Respondent wishes to include as a Team Member or Key Individual;
- (b) for a potential Ineligible Person, details of any work that they have carried out in relation to the Project;
- (c) information regarding the Affiliate's or former employee's relationship to the Ineligible Person; and
- (d) a description of the policies and procedures that will be put in place to mitigate, manage and minimize any perceived, potential or actual Conflict of Interest.

(7) Upon receipt of a request pursuant to Section 8.11(6) The City shall, in its sole discretion, make a determination as to whether,

- (a) it considers there to be a real, perceived or potential Conflict of Interest; and
- (b) such a Conflict of Interest can be mitigated, managed and minimized.

If The City has determined, in its sole discretion, that an Affiliate or former employee of an Ineligible Person has a Conflict of Interest that cannot be mitigated, managed and minimized, The City will add the name of the Affiliate to the list of Ineligible Persons.

(8) The City may not be able to make a determination prior to the RFQ Submission Deadline where the request is made late in the RFQ Process and where there is not sufficient time for The City to

make its analysis. In this situation, Respondents are put on notice that The City may make its determination after the RFQ Submission Deadline. In this situation, where The City has determined that the Conflict of Interest cannot be mitigated, managed and minimized, The City may determine, in its sole discretion, either that the Conflict of Interest is such that the Respondent is ineligible or that the relevant Team Member should be excluded from the Respondent and not evaluated.

(9) The City may, in its sole discretion, waive the ineligibility of a potentially Ineligible Person, an Affiliate or former employee on such terms and conditions as The City, in its sole discretion, may require, including that the Respondent has put into place adequate safeguards to mitigate, manage and minimize the impact of any Conflict of Interest including provisions to ensure that any and all Confidential Information of The City that the potentially Ineligible Person, Affiliate or former employee may have continues to be kept confidential and not disclosed or used except as expressly allowed by The City.

(10) The City may, from time to time, add other Person that may be contracted or retained, directly or indirectly, by The City to work on the Project to the list of Ineligible Persons.

### **8.12 Use of Confidential Information**

(1) Where The City has disclosed Confidential Information to Respondents, such Confidential Information:

- (a) shall remain the sole property of The City and the Respondent shall treat it as confidential;
- (b) may not be used by the Respondent for any other purpose other than submitting a Prequalification Submission or the performance of any subsequent agreement relating to the Project;
- (c) shall not be disclosed by the Respondent to any Person who is not involved in the Respondent's preparation of its Prequalification Submission or the performance of any subsequent agreement relating to the Project, without prior written consent of The City;
- (d) if requested by The City, will be returned to The City no later than ten days after such request; and
- (e) shall not be used in any way that is detrimental to The City.

(2) Each Respondent shall be responsible for any breach of the provisions of this Section 8.12 by any Team Member or any other Person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 8.12 would cause The City to suffer loss which could not be adequately compensated by damages, and that The City may, in addition to any other remedy or relief, enforce any of the provisions of this Section 8.12 upon submission to a court of competent jurisdiction for injunctive relief without proof of actual damage to The City.

(3) The provisions in this Section 8.12 shall survive any cancellation of this RFQ or the RFP and shall survive the conclusion of the RFQ Process and RFP Process.

### **8.13 The City's Discretion**

Unless explicitly otherwise stated herein, any reference in this RFQ to The City's "discretion" or "sole discretion" means The City's absolute sole unqualified subjective discretion.

#### 8.14 Freedom of Information, Protection of Privacy & Other Disclosure Requirements

(1) Respondents are advised that The City may be required to disclose the RFQ and a part or parts of one or more Prequalification Submissions or other records relating to the RFQ pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) (“**FOIP**”).

(2) Respondents are also advised that FOIP may provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Prequalification Submissions.

(3) Respondents are further advised that The City has an agreement with PPP Canada pursuant to which PPP Canada may be provided with access to Prequalification Submissions and other confidential information about Respondents. PPP Canada will be entering into a confidentiality agreement with The City in relation to all information related to the Project. Respondents should note that PPP Canada is bound by the federal *Access to Information Act* and *Privacy Act*. The City may also disclose Prequalification Submissions and other confidential information about Respondents to its advisors and consultants engaged in connection with the Project, including to the Fairness Advisor.

(4) Subject to the provisions of FOIP and as set out in Section 8.14(3), The City will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but shall not be liable in any way whatsoever to any Respondent or Team Member if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under any applicable law.

#### 8.15 Pre-RFP Meetings

(1) The City may, in its sole discretion, convene meetings prior to the commencement of the RFP Process (each, a “**Pre-RFP Meeting**”) for Prequalified Parties on the dates and at the times set out in a notice to be provided by a representative of The City. While attendance at a Pre-RFP Meeting is not mandatory, Prequalified Parties are strongly encouraged to attend. A Prequalified Party’s failure to attend a Pre-RFP Meeting is at the Prequalified Party’s sole risk and responsibility.

(2) Prequalified Parties may ask questions and seek clarifications at a Pre-RFP Meeting. If The City gives oral answers at a Pre-RFP Meeting, those answers shall not be considered final unless the Prequalified Party also submits those questions in accordance with Section 4.6 and responses are issued in accordance with Section 4.6.

(3) No statement, consent, waiver, acceptance, approval or anything else said or done in any Pre-RFP Meeting by The City or its advisors, employees or representatives shall amend or waive any provision of the RFQ Documents or the RFP documents, or be binding on The City or be relied upon in any way by Prequalified Parties or their advisors, except when and only to the extent expressly confirmed in an addendum to the RFQ issued in accordance with Section 4.8 and/or an addendum to the RFP documents issued in accordance with the RFP, as applicable.

#### 8.16 Legal Matters

(1) This RFQ is not an offer to enter into any contract of any kind whatsoever. This RFQ is not intended to create a bidding contract (often referred to as “Contract A”).

(2) Notwithstanding that in accordance with RFP Section 8.16(1) this RFQ is not intended to create “Contract A”, the Respondent and all other entities participating in this RFQ Process agree that if The City is found to be liable, in any way whatsoever, for any act or omission in respect of this RFQ Process, the total liability of The City to any Respondent, Team Member or any other Person participating

in this RFQ Process, and the aggregate amount of damages recoverable against The City for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, judicial review or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of The City shall be no greater than the Respondent's cost of preparing its Prequalification Submission and \$50,000, whichever is less.

(3) Davis LLP is an Ineligible Person. By submitting a Prequalification Submission, the Respondent and each Team Member expressly consents to Davis LLP representing and continuing to represent The City for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent or any Team Member, despite any information of the Respondent or any Team Member and any solicitor-client relationship that the Respondent or any Team Member may have had, or may have, with Davis LLP in relation to matters other than this RFQ and the Project. This Section is not intended to waive any of the Respondent's or the relevant Team Member's rights of confidentiality or solicitor-client privilege. The City reserves the right at any time to waive any provision of this Section.

(4) This Section 8.16 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process.

### **8.17 Trade Agreements**

(1) The procurement process for the Project will be conducted in a fair, open, transparent and competitive manner. The City will comply with all relevant trade agreements, including as set out below.

(2) This RFQ Process falls within the scope of Chapter 5 of the Agreement on Internal Trade and is subject to Chapter 5, however, the rights and obligations of the parties are governed by the specific terms of this RFQ. For further information on the Agreement on Internal Trade, please see the Internal Trade Secretariat website at: [www.ait-aci.ca](http://www.ait-aci.ca).

(3) This RFQ Process is subject to The New West Partnership Trade Agreement, however, the rights and obligations of the parties are governed by the specific terms of this RFQ. For further information, please see the New West Partnership Trade Agreement website at: [www.newwestpartnershiptrade.ca](http://www.newwestpartnershiptrade.ca).

### **8.18 General**

(1) This RFQ is governed by, and is to be construed in accordance with, the laws of Alberta and the federal laws of Canada applicable therein. It is agreed that the courts of Alberta, in the City of Calgary, shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings ("**Proceedings**") which may arise out of or in connection with this RFQ. Each Respondent and each Team Member waives any objection to such Proceedings in such courts on the grounds of venue or on the basis that such Proceedings have been brought in an inconvenient forum.

(2) No consent, approval or waiver granted by The City under this RFQ shall be binding unless the same has been given in writing by The City and delivered to the Respondent via the Contact Person.

## SECTION 9 DEFINITIONS AND INTERPRETATION

### 9.1 Definitions

Unless otherwise specified or the context otherwise requires, capitalized terms used in the RFQ Documents shall have the meanings set out in this Section 9.1.

“**Affiliate**” has the meaning ascribed to the term “affiliate” in the *Business Corporations Act* (Alberta).

“**Background Information**” is defined in Section 3.4(1).

“**Calgary Transit**” means the business unit described in Section 2.1(1).

“**City Council**” means the municipal Council of The City.

“**Confidential Information**” means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether prior to or after the Prequalification Submission, from The City in connection with the Project, but does not include any information which (i) is or becomes generally available to the public other than as a result of a breach of Section 8.12, (ii) becomes available to the Respondent on a non-confidential basis from a source other than The City so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation, or (iii) the Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by the Government or The City.

“**Conflict of Interest**” is defined in Section 8.10(2).

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

“**Control**” has the meaning ascribed to the term “control” in the *Business Corporations Act* (Alberta), and “**Controlled**”, “**Controls**” and “**Controlling**” have corresponding meanings.

“**COR**” is defined in Section 4.7(2).

“**Evaluation Criteria**” means the evaluation criteria set out in Appendix C.

“**Evaluation Criteria Categories**” means the evaluation criteria categories set out in Section 7.1(1).

“**Facility**” is defined in Section 2.1(2).

“**Fairness Advisor**” means the Person named as the Fairness Advisor in Section 3.3.

“**Financial Information**” is defined in Section 4.11(1)(d)(ii).

“**Financial Information Package**” is defined in Section 4.11(1)(d).

“**Financing Team**” means all of the Team Members involved in the financing of the Project.

“**FOIP**” is defined in Section 8.14(1).

“**Ineligible Persons**” is defined in Section 8.11(1).



**“Key Individual”** means an individual who will play an important role in the Project as set out in Appendix C.

**“Lead Construction Team”** means all of the Lead Construction Team Members and, if there is only one Lead Construction Team Member, means that Lead Construction Team Member.

**“Lead Construction Team Member(s)”** means the Lead Team Member involved in the construction of the Project, or, if more than one Lead Team Member is involved in the construction of the Project, means all such Lead Team Members.

**“Lead Design Team”** means all of the Lead Design Team Members and, if there is only one Lead Design Team Member, means that Lead Design Team Member.

**“Lead Design Team Member(s)”** means the Lead Team Member involved in the design of the Project, or, if more than one Lead Team Member is involved in the design of the Project, means all such Lead Design Members.

**“Lead Facility Maintenance Team”** means all of the Lead Facility Maintenance Team Members and, if there is only one Lead Facility Maintenance Team Member, means that Lead Facility Maintenance Team Member.

**“Lead Facility Maintenance Team Member(s)”** means the Lead Team Member involved in the facility maintenance of the Project, or, if more than one Lead Maintenance Team Member is involved in the facility maintenance of the Project, means all such Lead Team Members.

**“Lead Team Member”** means a Team Member that (i) will undertake at least twenty-five percent of the construction work based on total estimated construction costs of the Project; (ii) will play the lead design role for the Project or will undertake at least twenty-five percent of the design work based on total estimated design costs of the Project; or (iii) will undertake at least twenty-five percent of facility maintenance work based on total estimated operations costs of the Project.

**“LEED”** means the Leadership in Energy and Environmental Design rating system administered by the Canada Green Building Council. In this RFQ, references to LEED are to version 4 of the LEED rating system.

**“Mandatory Requirements”** are the requirements set out in Section 6.1(1).

**“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted.

**“PPP Canada”** means PPP Canada Inc.

**“Prequalification Stage”** is defined in Section 3.1(a).

**“Prequalification Submission”** is defined in Section 1.1(2).

**“Prequalified Parties”** is defined in Section 1.1(1).

**“Pre-RFP Meeting”** is defined in Section 8.15(1).

**“Project”** is defined in Section 1.1(4).

**“Project Agreement”** means the agreement to be made with the Successful Proponent in respect of the design, construction, financing and maintenance by the Successful Proponent of the Project.

**“Rectification Period”** means the period of not less than two Business Days during which a Respondent is permitted to rectify its Prequalification Submission to satisfy the mandatory requirements in Section 6.1(1).

**“related”** when used in relation to a Person, means a Person not dealing at arm’s length with the first mentioned Person, as the term “arm’s length” is defined in the *Income Tax Act* (Canada).

**“Representatives”** means the directors, officers, ministers, employees, agents, accountants, consultants, financial or legal advisors and all other representatives of the Person being referred to.

**“Reserve Prequalified Party”** means the Respondent(s) identified by The City pursuant to Section 6.2(3).

**“Respondent”** is defined in Section 1.1(2).

**“Respondent Representative”** is defined in Section 1.1(2).

**“Respondents’ Meeting”** is defined in Section 4.5(1).

**“RFI”** is defined in Section 4.6(1).

**“RFP”** means the Request for Proposals in respect of the Project.

**“RFP Process”** is defined in Section 1.1(1).

**“RFQ”** is defined in Section 1.1(1).

**“RFQ Documents”** is defined in Section 4.2.

**“RFQ Process”** is defined in Section 1.1(1).

**“RFQ Submission Deadline”** is defined in Section 4.3(1).

**“Submission Address”** is defined in Section 4.3(1).

**“Successful Proponent”** is defined in Section 1.1(5).

**“Summary of Key Information”** is defined in Section 1.1(4).

**“Team Member”** is defined in Section 1.1(2).

**“Technical Information”** is defined in Section 4.11(1)(c)(ii).

**“Technical Information Package”** is defined in Section 4.11(1)(c).

**“The City”** is defined in Section 1.1(1).

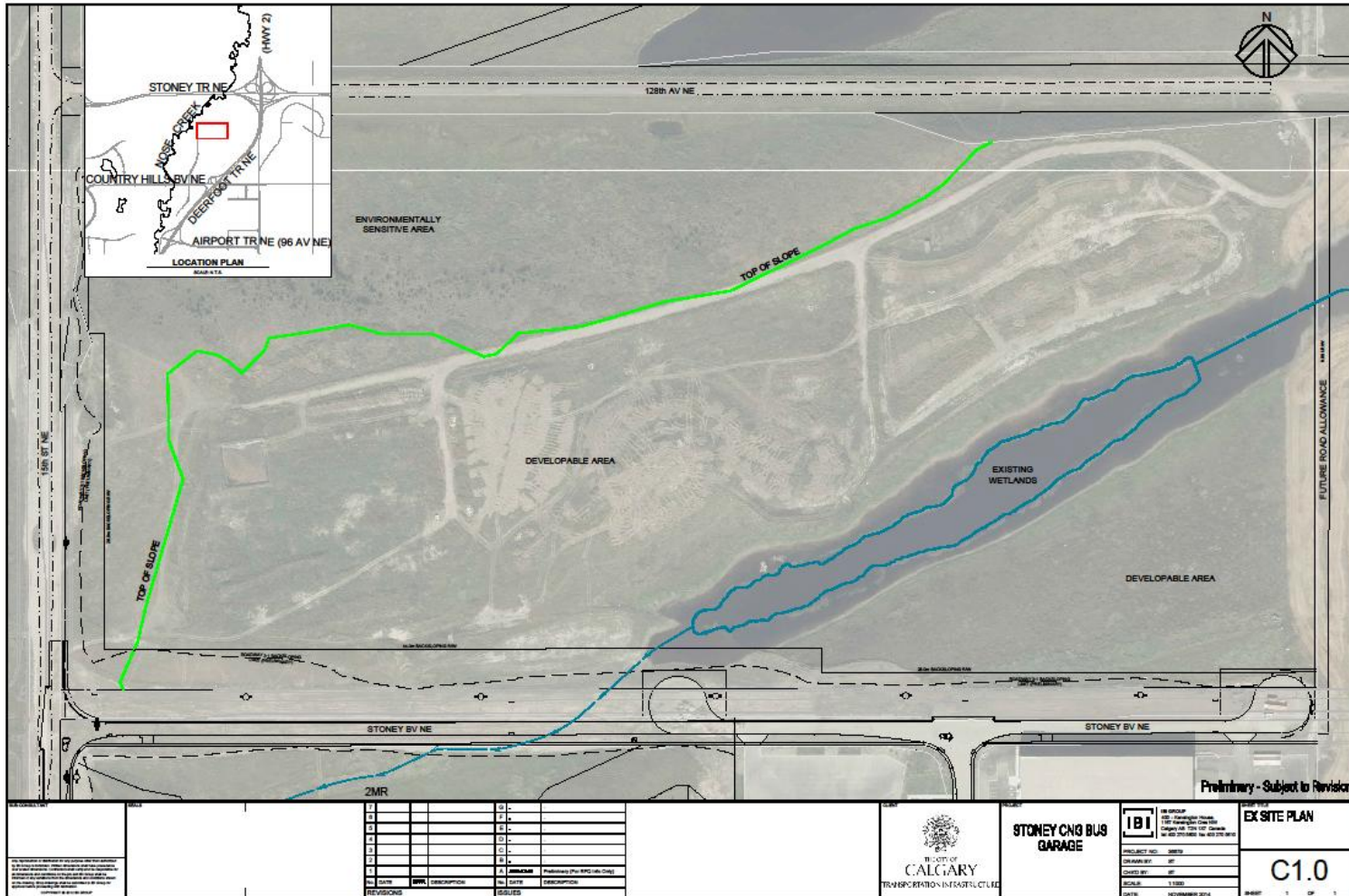
**“Timetable”** is defined in Section 3.2(1).

## 9.2 Interpretation

(1) In this RFQ, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.

(2) Any reference in the RFQ Documents to a submission deadline means the noted time to the second, even where seconds are not explicitly noted.

APPENDIX A TO THE RFQ – SITE LOCATION PLAN



**APPENDIX B TO THE RFQ – CONTRACTOR ENVIRONMENTAL RESPONSIBILITY PACKAGE AND  
CONTRACTOR ACKNOWLEDGEMENT FORM**

See attached

**APPENDIX C TO THE RFQ – PREQUALIFICATION SUBMISSION REQUIREMENTS, EVALUATION CRITERIA CATEGORIES AND EVALUATION CRITERIA**

1. Introduction

(a) The Prequalification Submission requirements:

- (i) for the Technical Information Package are set out in Table 1 (Technical Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria); and
- (ii) for the Financial Information Package are set out in Table 2 (Financial Submission Requirements, Evaluation Criteria Categories and Evaluation Criteria).

(b) Each Respondent should prepare its Technical Information Package and its Financial Information Package, by providing the information set out in Tables 1 and 2 in the order listed in the applicable Table and using the section references set out in the Tables.

(c) A high level summary of each evaluation category and evaluation criteria is provided below.

Evaluation Criteria Categories	Points
<b>Technical Evaluation Categories</b>	
<b>I. APPLICANT TEAM</b>	
1 Respondent Team Structure, Management, Working History and Past Performance	8
2 Project Approach and Methodology	4
3 Key Individuals' Experience - Project Management	3
<b>II. DESIGN TEAM</b>	
1 Design Team Organization and Plan	5
2 Lead Design Team's Qualifications and Experience	8
3 Key Individuals' Experience - Lead Design Team	12
<b>III. CONSTRUCTION TEAM</b>	
1 Construction Team Organization and Plan	5
2 Lead Construction Team's Qualifications and Experience	7
3 Construction Team's Major Subcontractor Experience	5
4 Key Individuals' Experience - Lead Construction Team	8
<b>IV. FACILITY MAINTENANCE TEAM</b>	
1 Facility Maintenance Team Organization and Plan	5
2 Lead Facility Maintenance Team's Experience	7
3 Key Individuals' Experience - Lead Facility Maintenance Team	8
<b>Subtotal Weighting for Technical Evaluation</b>	<b>85</b>
<b>Financial Evaluation Categories</b>	
<b>I. FINANCIAL CAPACITY</b>	
1 Financial Capacity	Pass/Fail
<b>II. FINANCING</b>	
1 Financing Approach and Experience	3
<b>III. FINANCING EXPERIENCE</b>	
1 Team	8
2 Key Individuals	4
<b>Subtotal Weighting for Financial Evaluation</b>	<b>15</b>
<b>Total Weighting</b>	<b>100</b>

(d) Respondents are advised to submit their Prequalification Submissions in 11 point font (except for diagrams), double-sided, and on 8.5"x11" page size. Page limits and other limits, if applicable, are indicated in Table 1 and Table 2. Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded. This maximum number of pages is a total number for the relevant Team Member, regardless of whether the Team Member is a joint venture or otherwise comprised of more than one Person. Respondents are referred to Section 4.11(4) of the RFQ in terms of the rules that apply if Respondents exceed page limits.

2. General Guidelines and Instructions with Respect to the Prequalification Submission Requirements

- (a) Each Respondent is reminded that the objective of its Prequalification Submission is to assist The City in choosing the most qualified Respondents to be shorted-listed as Prequalified Parties. In this regard, Respondents should endeavour to demonstrate how the information provided (in response to this Appendix C) by the Respondent, its Team Members and Key Individuals is relevant to the particular challenges and opportunities of this Project.
- (b) In evaluating each Respondent's Prequalification Submission, The City intends to score more favourably Prequalification Submissions which demonstrate how the Respondent's particular approach is relevant to the particular challenges and opportunities of the Project.
- (c) In selecting which projects to submit as examples to demonstrate experience, Respondents are advised to submit experience in projects (for the Respondent, its Team Members and its Key Individuals) that are comparable to the Project. For the purposes of this RFQ Process, "comparable" experience is experience of a similar scale, size, procurement approach, complexity and scope to the Project that is the subject of this RFQ.
- (d) With respect to project experience presented by Respondents, Respondents shall clearly identify any limits on the scope of a project, or the work or services performed by the Respondent, a Team Member, or a Key Individual where such Team Member or Key Individual was not responsible for the entire project, work or services described.
- (e) As a general rule, The City intends to score the submitted project experience of Respondents more favourably if the project experience cited is for a project which,
  - (i) is advanced in terms of level of completeness or has been completed;
  - (ii) is recent (for example, completed within the past 5 years);
  - (iii) the applicable Respondent, Team Member or Key Individual played a significant role or had a significant level of involvement; and
  - (iv) is/was on time and on budget.
- (f) With respect to project experience requested in the Technical Submission Requirements, except where a narrative description is explicitly requested, Respondents should submit project experience using the appropriate Project Example Forms set out in Appendix F. Respondents should complete one Project Example Form for each reference to a project (even if the project is referred to more than once) and should not cross-reference projects referred to in answers to previous sections.
- (g) With respect to Key Individuals, Respondents should submit information relating to Key Individuals using the forms set out in Appendix G.

**Table 1 – Technical Submission Requirements, Evaluation Criteria Categories, and Evaluation Criteria**

NOTE TO APPLICANTS: The use of the plural throughout this Table 1 to Appendix C to refer to Lead Design Team Member(s), Lead Construction Team Member(s) and Lead Facilities Maintenance Team Member(s) is not intended to indicate that Respondents are expected to have more than one Lead Design Team Member, Lead Construction Team Member and/or Lead Facilities Maintenance Team Member, but to indicate that Respondents are permitted to have more than one Lead Design Team Member, Lead Construction Team Member and/or Lead Operation and Maintenance Team Member.

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
<b>I. APPLICANT TEAM</b>	11	15
1. <u>Respondent Team Structure, Management, Working History And Past Performance</u>		8
(a) Respondent team structure, management, working history and past performance:		
(i) Describe the Respondent’s proposed team structure and management, including, <ul style="list-style-type: none"> <li>A. identification of primary point of contact between the Respondent and The City;</li> <li>B. a detailed organizational chart that identifies the Team Members and Key Individuals;</li> <li>C. a description of the main roles of and allocation of responsibilities among the proposed Project Co lead, Lead Design Team Member(s), the Lead Construction Team Member(s) and the Lead Facility Maintenance Team Member(s);</li> <li>D. a description of the approach to communication and coordination among Team Members and with The City;</li> <li>E. a description of the incentives for Team Members with respect to team performance; and</li> </ul>	<ul style="list-style-type: none"> <li>• Completeness of Respondent team as described in the organizational chart that identifies the Team Members and Key Individuals.</li> <li>• Effectiveness of integration of the four main roles of the Project Co lead, Lead Design Team Member(s), the Lead Construction Team Member(s) and the Lead Facility Maintenance Team Member(s).</li> <li>• Effectiveness of the described approach to communication and coordination among Team Members and with The City.</li> <li>• Effectiveness of sharing of risks and rewards and reasonableness of the risk allocation between Team Members.</li> <li>• Effectiveness of incentives for Team Members for team performance.</li> <li>• Effectiveness and reasonability of conflict resolution procedure(s) that will be utilized for conflicts that arise between Project Co lead, the Lead Design Team, the Lead Construction Team and the Lead Facility Maintenance Team.</li> </ul>	



Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
F. a description of the conflict resolution procedure(s) that will be utilized for conflicts that arise between the Project Co lead, Lead Design Team, the Lead Construction Team and the Lead Facility Maintenance Team.		
(ii) Describe the working history of Lead Team Members, including the following: A. a description of the experience Lead Team Members have working together; and B. a description of Lead Team Members' experience with respect to design-build and/or design-build-finance-operate and/or design-build-finance-maintain projects.		<ul style="list-style-type: none"> <li>• Extent of prior experience Lead Team Members have working together.</li> <li>• Extent of Lead Team Members' experience on design-build and/or design-build-finance-operate and/or design-build-finance-maintain projects which are comparable to the Project.</li> </ul>
(iii) Describe the method by which the Respondent team plans to perform the work on this Project, including the following: A. a description of which work will be performed by the Respondent team and which work the Respondent team plans to subcontract to Team Members who are not Lead Team Members; and B. a description of the involvement and control by the Lead Team Members.		<ul style="list-style-type: none"> <li>• Extent to which the work is to be performed by the Respondent team and the extent to which the work is to be subcontracted to Team Members who are not Lead Team Members.</li> <li>• Reasonableness of involvement and control by Lead Team Members.</li> </ul>
(iv) Describe the proposed Key Individuals who will have a project management role on the Project and their experience, including: A. a description of the relevant project management experience the Key Individuals have on projects comparable to the Project; and B. a description of the relevant project management experience the Key Individuals have working together on projects.		<ul style="list-style-type: none"> <li>• Extent of relevant project management experience the Key Individuals have on projects comparable to the Project; and</li> <li>• Extent of relevant project management experience the Key Individuals have working together on projects.</li> </ul>

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
(v) Describe the design-build and design-build-finance-maintain experience Lead Team Members have and the past performance of Lead Team Members on design-build-finance-maintain projects. Include the project name, location, date completed and project size of the projects described.	<ul style="list-style-type: none"> <li>Number and relevance of past projects worked on by Lead Team Members which had a design-build or a design-build-finance-maintain model.</li> <li>Degree to which project descriptions show an understanding by Lead Team Members of the interrelationship between design, construction finance and maintenance of a facility similar to the Facility.</li> </ul>	
2. <u>Project Approach and Methodology</u>		4
(a) Describe the Respondent team's general approach to and methodology for this Project and how the Respondent's team will incorporate all applicable environmental and safety requirements, quality assurance and control requirements and The City's administrative requirements into its Project plan. Describe clearly and concisely how the Respondent's team proposes to manage this Project to achieve the requirements set out in this Section 2(a).	<ul style="list-style-type: none"> <li>Demonstrated understanding of the following required objectives as they apply to the Project and are incorporated into the Project plan:                             <ul style="list-style-type: none"> <li>Compliance with environmental requirements:                                     <ul style="list-style-type: none"> <li>Compliance with The City's Environmental Policy.</li> </ul> </li> <li>Compliance with safety requirements:                                     <ul style="list-style-type: none"> <li>Compliance with Province of Alberta safety legislation.</li> </ul> </li> <li>Quality Assurance and Control Plans:                                     <ul style="list-style-type: none"> <li>Management of Project to deliver a cost efficient and high quality Project.</li> <li>How to achieve an optimal balance between quality and cost elements including labour, workmanship, materials, and equipment.</li> <li>Control and management of design and construction schedules.</li> <li>Plan for completing Project on timely basis.</li> <li>How transition from construction phase to facility maintenance phase of Project is to be effected.</li> </ul> </li> <li>The City's administrative requirements:                                     <ul style="list-style-type: none"> <li>Plan for developing a collaborative team environment free of adversarial relationships and minimize risks of claims or litigation.</li> </ul> </li> </ul> </li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
3. <u>Key Individuals' Experience – Project Management</u>		3
<p>(a) Using Form G-1 in Appendix G, describe the experience and past performance of a maximum of three Key Individuals on the Respondent's team who will have lead project management responsibilities for the Project, focusing specifically on their experience on projects with comparable challenges to this Project. Respondents should include the following in their descriptions for each Key Individual:</p> <p>(i) regulatory compliance and permitting experience and past performance, especially with regard to Alberta regulations;</p> <p>(ii) project management experience coordinating large multidisciplinary teams;</p> <p>(iii) construction experience and past performance (including safety performance);</p> <p>(iv) start-up, testing, and commissioning experience and past performance;</p> <p>(v) facility maintenance experience and past performance;</p> <p>(vi) alternative (e.g., design-build and/or design-build-finance-operate and/or design-build-finance-maintain) contracting experience and past performance; and</p> <p>(vii) corporate management capabilities in human resources, staff training and development, safety management, information systems, budgeting and cost accounting.</p>	<ul style="list-style-type: none"> <li>• Extent of experience and past performance of Key Individuals on the Respondent's team who have lead project management responsibilities for the Project relating to each of the categories set out in the "Submission Requirements" column of this Section 3(a), including:                             <ul style="list-style-type: none"> <li>• Extent of experience and past performance with respect to the role of the Key Individuals on projects, with a brief description of relevant projects, location, size, capital cost, and completion date.</li> <li>• The relevance of the experience and past performance to the Project.</li> <li>• The recentness of such experience.</li> </ul> </li> </ul>	
<p>(b) Describe any ingenuity / innovation experience and past performance by each Key Individual referenced in the Respondent's response to Part I, Section 3(a) of this Table 1 of Appendix C to the RFQ who have lead project management responsibilities for the Project.</p>	<ul style="list-style-type: none"> <li>• Type of innovation experience and performance brought to project or projects.</li> <li>• Extent that innovation experience and performance improved the project or projects.</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
<b>II. DESIGN TEAM</b>	17	25
1. <u>Design Team Organization and Plan</u>		5
(a) Describe the Respondent’s understanding of, organization of, and plan for the design of the Project, having specific regard to the following: <ul style="list-style-type: none"> <li>(i) the intended organization, management and coordination of the design team;</li> <li>(ii) design management and integration of the various disciplines, including civil, structural, mechanical, electrical and architectural aspects of the Project;</li> <li>(iii) plans for quality management, quality control and quality assurance;</li> <li>(iv) life cycle management and integration with the entire Respondent’s team;</li> <li>(v) any specifically intended innovative approaches to design; and</li> <li>(vi) the Respondent design-construction team’s proposed plan to deliver cost certainty.</li> </ul>	<ul style="list-style-type: none"> <li>• Thoroughness of project organization.</li> <li>• Thoroughness and relevance of the design management plan to this Project.</li> <li>• Level of integration of the quality assurance / quality control roles and requirements into the design process, including review of design by the Lead Construction Team and the Lead Facility Maintenance Team.</li> <li>• Effectiveness of design management plan to address all phases of the Project (including the design, permitting, construction, operation phases of the Project).</li> <li>• Level of innovation included with approach or demonstrated on previous projects.</li> <li>• Effectiveness and thoroughness of the proposed approach to ensure cost certainty.</li> </ul>	
2. <u>Lead Design Team’s Qualifications and Experience</u>		8
(a) Using Form F-1 in Appendix F, describe the Lead Design Team’s qualifications and experience for up to three project examples.	Relevance and success of the Lead Design Team’s experience as such experience is comparable to the Project, including: <ul style="list-style-type: none"> <li>• Designing a facility similar to the Facility within urban settings.</li> </ul> Operating within a design-build and/or design-build-finance-operate and/or design-build-finance-maintain delivery model. <ul style="list-style-type: none"> <li>• Providing architectural enhancement to a facility similar to the Facility.</li> <li>• Working effectively and collaboratively with the construction team.</li> <li>• Delivering the design and approvals to meet the overall Project</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
	schedule.	
(b) Using Form F-1 in Appendix F, for up to three project examples, describe the Lead Design Team's experience and capability with respect to meeting design obligations; accommodating design changes during the construction, commissioning and operation processes; and resolving contractual issues.	Relevance and success of the Lead Design Team's experience as such experience relates to the Project, including: <ul style="list-style-type: none"> <li>• Ability to meet design obligations during both the design and construction stages.</li> <li>• Ability to meet design changes required during the entire process from design through to operation.</li> <li>• Plans and ability to resolve any contractual issues during the entire process from design through to operation.</li> </ul>	
3. <u>Key Individuals' Experience – Lead Design Team</u>		12
(a) Using Form G-1 in Appendix G, provide comprehensive resume(s) for the following Key Individuals on the Lead Design Team: <ul style="list-style-type: none"> <li>(i) Architect.</li> <li>(ii) Lead Process Engineer (experienced with bus maintenance facility design, systems and equipment).</li> <li>(iii) Civil Engineer.</li> <li>(iv) Structural Engineer.</li> <li>(v) Mechanical Engineer (to achieve optimal energy consumption reduction, must possess good experience and capability to perform Computational Fluid Dynamic (CFD) studies for heating and ventilation of large spaces, and energy modeling comparison studies).</li> <li>(vi) Electrical Engineer (must possess good experience and capability to perform natural daylight harvesting studies for energy consumption reduction).</li> <li>(vii) CNG fueling system specialist.</li> <li>(viii) Commissioning Authority.</li> </ul>	<ul style="list-style-type: none"> <li>• Thoroughness of resumes;</li> <li>• Appropriateness and relevance of experience of Key Individuals;</li> <li>• Number of relevant projects Key Individuals have participated in; and</li> <li>• Designated role and responsibility on Project.</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
(b) Please include at a minimum the following information for each Key Individual: <ul style="list-style-type: none"> <li>(i) professional qualifications/designation(s);</li> <li>(ii) role and responsibility on this Project;</li> <li>(iii) summary of education/qualifications;</li> <li>(iv) relevant experience in relation to this Project with a brief description of relevant projects, location, size, capital cost, and completion date; and</li> <li>(v) client references for the last three projects that each Key Individual was involved in.</li> </ul>		
(c) Describe the roles and responsibilities of each Key Individual referenced in the Respondent's response to Part II, Section 3(a) of this Table 1 of Appendix C to the RFQ in recent projects. Include any experience such Key Individuals have working together on projects.	<ul style="list-style-type: none"> <li>• Extent and relevance of experience of the Key Individuals on the Lead Design Team on projects.</li> <li>• Extent and relevance of experience of the Key Individuals on the Lead Design Team with respect to working together on projects.</li> </ul>	
(d) Describe the availability and capacity of each Key Individual referenced in the Respondent's response to Part II, Section 3(a) of this Table 1 of Appendix C to undertake this Project in relation to its current and anticipated commitments to other projects that will proceed at the same time as this Project.	<ul style="list-style-type: none"> <li>• Extent of availability of Key Individuals on the Lead Design Team for the Project.</li> </ul>	
Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
<b>III. CONSTRUCTION TEAM</b>	29	25
1. <u>Construction Team Organization and Plan</u>		5
(a) Describe the Respondent's understanding of, organization of, and plan for the construction of this Project, having specific regard to the following:	<ul style="list-style-type: none"> <li>• Thoroughness of project organization.</li> <li>• Thoroughness and relevance of the construction management plan to</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
(i) the intended organization, management and coordination of the design-construction team; (ii) construction management and coordination of the various sub-trades required for the Project; (iii) quality management, quality control and quality program assurance programs; (iv) demonstrated understanding and application of safety and environmental legislation, codes, bylaws and standards; (v) life cycle management; (vi) any specifically intended innovative approaches to construction; and (vii) the Respondent's design-construction team's proposed plan for delivering cost certainty.	this project. <ul style="list-style-type: none"> <li>• Level of integration of the quality assurance / quality control roles and requirements into the construction process.</li> <li>• Effectiveness of construction management plan to address all phases of the Project (including the design, permitting, construction, operation phases of the Project).</li> <li>• Level of innovation included with approach or demonstrated on previous projects.</li> <li>• Effectiveness and thoroughness of the proposed approach to ensure cost certainty.</li> </ul>	
2. <u>Lead Construction Team's Qualifications and Experience</u>		7
(a) Using Form F-1 in Appendix F, provide a description of the Lead Construction Team's qualifications and experience for up to three project examples, including the Lead Construction Team's experience in the following: <ul style="list-style-type: none"> <li>(i) constructing similar industrial, and transit operation and maintenance facilities</li> <li>(ii) constructing within environmentally sensitive sites</li> <li>(iii) constructing vehicle maintenance process mechanical, instrumentation and control systems, and CNG fueling systems;</li> <li>(iv) constructing industrial structural and civil components;</li> <li>(v) effectively working with contractors, subcontractors and the design team;</li> <li>(vi) sequencing, scheduling and logistics of large projects;</li> </ul>	<ul style="list-style-type: none"> <li>• Relevance and success of the Lead Construction Team's experience in the project examples as such experience relates to the Project.</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
and (vii) quality, sustainable design, LEED certified projects, environmental and health and safety management.		
(b) Using Form F-1 in Appendix F, provide examples of the Lead Construction Team's value-added, innovative solutions to construction for up to three project examples, having specific regard to: (i) the Lead Construction Team's particular ability to meet construction obligations and deadlines; (ii) the Lead Construction Team's particular ability to meet changes required during construction, commissioning and operation of the Facility; (iii) the Lead Construction Team's innovation in developing appropriate design and construction approaches for similar industrial, and transit facility maintenance facilities; and (iv) the Lead Construction Team's plans and ability to resolve any contractual issues.	<ul style="list-style-type: none"> <li>• Demonstrated success in meeting and exceeding construction obligations and deadlines.</li> <li>• Demonstrated success and flexibility in meeting changes required during construction, commissioning and operation.</li> <li>• Demonstrated innovation in design and construction that improved project performance.</li> <li>• Demonstrated ability to resolve contractual issues.</li> </ul>	
3. <u>Construction Team's Major Subcontractor Experience</u>		8
(a) Provide information using form H-1 in Appendix H for major sub-contractors including: (1) mechanical, (2) electrical, (3) structural steel, (4) slab on grade, (5) petroleum product storage and distribution systems, and (6) CNG fueling system. As a minimum, provide the following information with respect to such major sub-contractors: (i) Recognised trade qualifications and registrations (ii) role and responsibility on this Project; (iii) relevant experience in relation to this Project; and (iv) owner references for the last three projects the sub-contractor was involved in.	<ul style="list-style-type: none"> <li>• Thoroughness of resumes.</li> <li>• Appropriateness and relevance of experience.</li> </ul>	



Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
(b) Describe the sub-contractors' roles and responsibilities for recent projects. Include any experience the sub-contractors have working together on projects.	<ul style="list-style-type: none"> <li>• Extent and relevance of experience of the sub-contractors on projects.</li> <li>• Extent and relevance of experience of the sub-contractors working together on projects.</li> </ul>	
(c) Describe the availability and capacity of the sub-contractors to undertake this Project in relation to its current and anticipated commitments to other projects that will proceed at the same time as this Project.	<ul style="list-style-type: none"> <li>• Capacity of subcontractors and their availability for and commitment to the Project.</li> </ul>	
4. <u>Key Individuals' Experience - Lead Construction Team</u>		5
(a) Using the form G-1 in Appendix G, provide comprehensive resume(s) for the following Key Individuals on the Lead Construction Team: <ul style="list-style-type: none"> <li>(i) Construction Manager.</li> <li>(ii) Site Superintendent(s).</li> <li>(iii) Mechanical and Electrical Coordinator/Superintendent.</li> <li>(iv) Health and Safety Coordinator.</li> </ul> (b) Please provide, at a minimum, the following information for each Key Individual <ul style="list-style-type: none"> <li>(i) professional qualifications/designation(s);</li> <li>(ii) role and responsibility on this Project;</li> <li>(iii) relevant experience in relation to this Project; and</li> <li>(iv) references for the last three relevant projects the Key Individual was involved in.</li> </ul>	<ul style="list-style-type: none"> <li>• Thoroughness of resumes;</li> <li>• Appropriateness and relevance of experience.</li> <li>• Number of comparable projects.</li> </ul>	
(c) Describe the roles and responsibilities of each Key Individual referenced in the Respondent's response to Part III, Section 4(a) of this Table 1 of Appendix C to the RFQ on recent projects . Include any experience the Key Individuals on the Lead Construction Team have working together on projects.	<ul style="list-style-type: none"> <li>• Extent and relevance of experience of Key Individuals on the Lead Construction Team on projects.</li> <li>• Extent and relevance of experience of Key Individuals on the Lead Construction Team working together on projects</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
(d) Describe the availability and capacity of each Key Individual referenced in the Respondent's response to Part III, Section 4(a) of this Table 1 of Appendix C to the RFQ to undertake this Project in relation to its current and anticipated commitments to other projects that will proceed at the same time as this Project.		<ul style="list-style-type: none"> <li>Extent of availability of Key Individuals on the Lead Construction Team for the Project.</li> </ul>

Submission Requirements		Evaluation Criteria, Maximum Pages and Maximum Points	
		Maximum Pages	Maximum Points
<b>IV. FACILITY MAINTENANCE TEAM</b>		16	20
1. <u>Facility Maintenance Team Organization and Plan</u>			5
(a) Describe the Respondent's organization and plan for the facility maintenance of the Facility, including a description of:	<ul style="list-style-type: none"> <li>(i) any pertinent information regarding the intended organization, management and coordination of the Lead Facility Maintenance Team;</li> <li>(ii) proposed staffing levels to properly operate and maintain the Facility;</li> <li>(iii) proposed plan for major equipment repair and replacement for the Facility;</li> <li>(iv) proposed maintenance plan for building, bus bays, maintenance bays, pressure vessels, piping, instrumentation and compressors;</li> <li>(v) proposed plan to meet the performance level and corrective/preventive action plan to address non compliances;</li> <li>(vi) proposed plans to optimize utility consumption;</li> <li>(vii) proposed emergency operations plan;</li> <li>(viii) proposed health and safety plan; and</li> <li>(ix) proposed training program.</li> </ul>	<ul style="list-style-type: none"> <li>• Thoroughness of project organization.</li> <li>• Thoroughness of staffing plan with adequate resources addressing all aspects of facility maintenance.</li> <li>• Thoroughness of major equipment repair and replacement plan and adequacy for the Project.</li> <li>• Thoroughness of emergency plans and appropriateness for local conditions.</li> <li>• Emphasis on safety.</li> <li>• Effectiveness and relevance of proposed safety plan.</li> <li>• Effectiveness and thoroughness of the proposed training approach and relevance to the Project.</li> </ul>	
2. <u>Lead Facility Maintenance Team's Experience</u>			7
(a) Using Form F-2 in Appendix F, provide a description of the Lead Facility Maintenance Team's experience operating and maintaining comparable large-scale transit/vehicle operations and maintenance facilities for up to three project examples, including descriptions of the following:	<ul style="list-style-type: none"> <li>(i) start date, duration of contract, whether contract has</li> </ul>	<ul style="list-style-type: none"> <li>• Number of comparable facilities operated by the Lead Facility Maintenance Team that are similar in size and complexity, regardless of contract and ownership type.</li> <li>• Extent of experience with respect to the categories set out in the "Submission Requirements" column of this Section 2(a).</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
<p>come up for renewal and if so, whether the contract was renewed;</p> <p>(ii) record of contract compliance;</p> <p>(iii) if the contract was not renewed, the circumstances of non-renewal;</p> <p>(iv) experience with the maintenance, repair and replacement programs;</p> <p>(v) experience with computerized operations and maintenance systems and philosophy on information technology;</p> <p>(vi) record of budget performance;</p> <p>(vii) the operation, maintenance and preventative programs established and the operation and maintenance safety records achieved;</p> <p>(viii) the record of compliance with permits, approvals and air quality complaints; including any violations and/or enforcement orders in the past five years, and corrective actions taken;</p> <p>(ix) staffing approaches;</p> <p>(x) facility upkeep;</p> <p>(xi) length of time operating a comparable facility or facilities; and</p> <p>(xii) overall performance.</p>	<ul style="list-style-type: none"> <li>• Relevance and success of the Lead Facility Maintenance Team’s experience in the project examples as such experience relates to the Project, with particular regard to:                             <ul style="list-style-type: none"> <li>• length of contract, consistent renewal;</li> <li>• effectiveness of cost tracking and controls in project examples; and</li> <li>• number and severity of citations and/or control orders issued in relation to project examples.</li> </ul> </li> </ul>	
<p>(b) Using Form F-2 in Appendix F, describe the Lead Facility Maintenance Team’s experience in the role of a private operator of a publicly owned facility and its experience with respect to the working relationships involved in that role.</p>	<ul style="list-style-type: none"> <li>• Number of projects as a private operator of a publicly owned facility demonstrating good relationships between the operator and the public body.</li> <li>• Demonstrated success in establishing and maintaining good working relationships.</li> </ul>	

Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
	Maximum Pages	Maximum Points
3. <u>Key Individuals' Experience – Lead Facility Maintenance Team</u>		8
(a) Using the form G-1 in Appendix G, provide comprehensive resume(s) for the following Key Individuals on the Lead Facility Maintenance Team: <ul style="list-style-type: none"> <li>(i) Facility Manager.</li> <li>(ii) Maintenance Supervisor.</li> <li>(iii) Manager of Quality, Health, Safety, and Environment.</li> <li>(iv) Manager of Start-up and Transition.</li> </ul> (b) Please provide, at a minimum, the following information for each Key Individual <ul style="list-style-type: none"> <li>(i) professional qualifications/designation(s);</li> <li>(ii) role and responsibility on this Project;</li> <li>(iii) summary of education/qualifications;</li> <li>(iv) relevant experience in relation to this Project; and</li> <li>(v) references for the last three relevant projects the individual was involved in.</li> </ul>	<ul style="list-style-type: none"> <li>• Thoroughness of resumes.</li> <li>• Appropriateness and relevance of experience.</li> <li>• Number of comparable projects.</li> </ul>	
(c) Describe the roles and responsibilities of each Key Individual referenced in the Respondent's response to Part IV, Section 3(a) of this Table 1 of Appendix C to the RFQ on recent comparable projects. Include any experience the Key Individuals on the Lead Facility Maintenance Team have working together on projects.	<ul style="list-style-type: none"> <li>• Extent and relevance of experience of Key Individuals on the Lead Facility Maintenance Team on projects.</li> <li>• Extent and relevance of experience of Key Individuals on the Lead Facility Maintenance Team working together on projects.</li> </ul>	
(d) Describe the availability and capacity of each Key Individual referenced in the Respondent's response to Part IV, Section 3(a) of this Table 1 of Appendix C to the RFQ to undertake this Project in relation to current and anticipated commitments to other projects that will proceed at the same time as this Project.	<ul style="list-style-type: none"> <li>• Extent of availability of Key Individuals on the Lead Facility Maintenance Team for this Project.</li> </ul>	

**TABLE 2 – Financial Submission Requirements, Evaluation Criteria Categories, and Evaluation Criteria**

Prequalification Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
PART I - FINANCIAL CAPACITY	Maximum Pages	Maximum Points
1. <u>Financial Capacity</u>	N/A	Pass/Fail
<p><b>(a)</b> Except as otherwise indicated in this Section 1(a), for each Lead Team Member who (i) has or will have a risk capital interest of at least ten percent in Project Co; (ii) will undertake at least twenty-five percent of the construction work based on total estimated construction costs of the Project; or (iii) will undertake at least twenty-five percent of the maintenance and rehabilitation work based on total estimated maintenance and rehabilitation management costs of the Project, (each referred to in this Appendix C as a “<b>Financial Disclosure Entity</b>”) submit the following:</p> <ul style="list-style-type: none"> <li>(i) audited financial statements for each of the last three years;</li> <li>(ii) interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent year for which audited statements are provided;</li> <li>(iii) details of any material off balance sheet financial arrangements currently in place;</li> <li>(iv) bank references (or alternatively, in the case of the Financing Team Member, alternative information that will fully satisfy The City of the financial capability of such Team Member to lead and carry out the Respondent’s plan for financing the Project), which should be letters from the bank setting out the length of banking relationship, types and amounts of credit facilities and credit history with the bank;</li> <li>(v) credit rating information, if available;</li> <li>(vi) details of any material events that may affect the entity’s financial standing since the last annual or interim financial statement provided;</li> <li>(vii) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three financial years;</li> <li>(viii) for the Lead Construction Team Member(s), bonding capacity and letters of reference from a bonding company; and</li> <li>(ix) additional financial information, if any, that in the Respondent’s view will demonstrate to The City that the Financial Disclosure Entities</li> </ul>	<ul style="list-style-type: none"> <li>• Company financial condition.</li> <li>• Trend in company financial condition.</li> <li>• Nature of off-balance sheet financial items.</li> <li>• Credit rating (if available).</li> <li>• Details of any material events that may affect the entity’s financial standing since the last annual or interim financial statements provided.</li> <li>• Details of any bankruptcy, insolvency, company creditor arrangement, or other insolvency litigation in the last three fiscal years. List any other ongoing litigation.</li> </ul>	

<p>have sufficient financial standing, capacity and resources to carry out their respective roles on the Project.</p>	
<p>(b) With reference to the information provided in response to Section 1(a) of Table 2- Financial Submission Requirements, Evaluation Criteria Categories, and Evaluation Criteria, briefly describe in the context of the entity's proposed role and project obligations</p> <p>(i) the capacity to fund the approximately \$25 million of equity required by the Project (e.g. discuss credit rating, net assets, liquid assets letters of commitment);</p> <p>(ii) each Lead Construction Team Member(s) capacity to undertake its project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and</p> <p>(iii) each Lead Facility Maintenance Team Member's capacity to undertake its project obligations (e.g. discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).</p>	<ul style="list-style-type: none"> <li>• Company financial condition.</li> <li>• Demonstration of capacity to fund project.</li> <li>• Sources of finance clearly explained.</li> <li>• Details of performance security.</li> <li>• Details of any guarantees.</li> </ul>

<b>PART II - FINANCING</b>	<b>Maximum Pages</b>	<b>Maximum Points</b>
1. <u>Financing Approach</u>	<b>5 Pages</b>	<b>3 Points</b>
<p>(a) Describe the Financing Team’s proposed approach for financing of the Project. The proposed approach should highlight anticipated Project-specific financing risks and challenges and describe how they will be mitigated. Provide The City with an understanding of the Respondent’s planned approach to the following:</p> <ul style="list-style-type: none"> <li>(i) management, organization, innovation, and coordination of the Financing Team;</li> <li>(ii) anticipated financing structure and rationale;</li> <li>(iii) sourcing the required equity funding, identify all anticipated equity capital funders (for example banks, insurance companies, pension funds, private equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate in percentage terms);</li> <li>(iv) the anticipated debt financiers (for example, banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms);</li> <li>(v) any specifically contemplated innovative approaches to financing of the Project;</li> <li>(vi) any specifically contemplated alternatives to the Respondent’s financing plan;</li> <li>(vii) obtaining of approvals and commitments for financing the Project; and</li> <li>(viii) other areas/topics that, in the opinion of the Respondent, is important for the maintenance and renewal of the Project and with regard to a DBFM arrangement.</li> </ul>	<ul style="list-style-type: none"> <li>• Logical organization of the Financing Team Members.</li> <li>• Sources of equity specifically identified and explained.</li> <li>• Presents an approach that examines a range of financing structures and financing sources to ensure best-value financing solution.</li> <li>• Approach to obtaining approvals is comprehensive and reflects the equity sources named.</li> <li>• Project-specific considerations that may influence financing structures or financing costs, such as City credit rating.</li> <li>• Demonstrates flexibility and access to a range of financing sources should market conditions change.</li> <li>• Provides confidence in likelihood to achieving financial close.</li> </ul>	



Prequalification Submission Requirements	Evaluation Criteria, Maximum Pages and Maximum Points	
PART III - FINANCING EXPERIENCE	Maximum Pages	Maximum Points
2. <u>Team</u>	N/A	8 Points
(a) Submit a completed Appendix F - Form F-3 – Financing Team Member Experience Form for each Team Member of the Financing Team identified in the “Financial Capacity” section. Each Form shall include a maximum of three project descriptions per Team Member of the Financing Team identified in the “Financial Capacity” section.  It is recommended that Respondents describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.  If other types of financing experience are provided in Prequalification Submission, it is recommended that their pertinence to the Project be explained.	<ul style="list-style-type: none"> <li>• Relevance of project examples.</li> <li>• Complexity of project examples.</li> <li>• Role of Team Members is similar on previous projects to their proposed role on the Project.</li> </ul>	
3. <u>Key Individuals</u>	N/A	4 Points
(a) Using Form G-2 in Appendix G, submit information for a maximum of three Key Individuals per Financing Team Member who will be the leads for each member of the Financing Team.  It is recommended that members of the Financing Team describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.  If other types of experience are provided in the Prequalification Submission, it is recommended that their pertinence to the Project be explained.	<ul style="list-style-type: none"> <li>• Relevance of project examples.</li> <li>• Complexity of project examples.</li> <li>• Role of Key Individual is similar on previous projects to their proposed role on this project.</li> <li>• Resource availability.</li> </ul>	

<p>(b) Submit a completed Form G - 3 from Appendix G to tell us about proposed back-up or replacements for each Key Individual listed in response to Section 3(a) (if appropriate).</p> <p>It is recommended that if other types of experience are provided in the Prequalification Submission that their pertinence to the Project be described.</p> <p>It is recommended that Respondents describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.</p>	<ul style="list-style-type: none"> <li>• Relevance of project examples.</li> <li>• Complexity of project examples.</li> <li>• Role of back-up is similar on previous projects to their proposed role on this project.</li> </ul>
<p>(c) In addition to the information provided in Section 3(b), the Respondents shall submit resumes for each Financing Team Key Individual.</p>	<ul style="list-style-type: none"> <li>• Key individual resumes to be provided.</li> <li>• Support evaluation in Section 3(a) and 3(b).</li> </ul>

**APPENDIX D TO THE RFQ – PREQUALIFICATION SUBMISSION FORMS**

**FORM D-1 – MASTER SUBMISSION FORM**

Name of Respondent:

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Name of Respondent  
Representative:

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Address:

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City/Province/Postal Code:

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Respondent Representative  
Contact Individual(s):

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Title:

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Telephone:

---

Fax:

---

Alternate Telephone:

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E-mail:

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The above named Respondent Representative hereby declares on its own behalf and, for clarity, on behalf of all Team Members that:

- (a) it has the power and authority to bind the Respondent for the purpose of the RFQ;
- (b) this Form D-1 - Master Submission Form has been duly authorized and validly executed;
- (c) it acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ Documents;
- (d) the Respondent agrees to comply with and be bound by the requirements, terms and conditions contained in the RFQ Documents;
- (e) the Respondent acknowledges its obligations regarding Confidential Information contained in Section 8.12 of the RFQ and agrees to be, and to use reasonable efforts to cause its Representatives, potential Team Members and Team Members to be, bound by such terms, irrespective of whether the Respondent, potential Team Members or Team Members submit a Prequalification Submission in the RFQ Process or are invited to submit or submit a proposal in the subsequent Request for Proposals process for the Project;
- (f) the information submitted in the Prequalification Submission or otherwise related to the RFQ Documents is accurate and is binding on the Respondent;
- (g) the information required by the RFQ Documents has been provided in the Prequalification Submission;
- (h) the Respondent recognizes that the information submitted will be treated as confidential and will be used only to establish a list of Prequalified Parties based on the RFQ;
- (i) the Respondent agrees that the information submitted may be clarified, verified and investigated by The City and that pertinent information may be obtained and hereby consent to such clarification, verification and investigation;

- (j) the Respondent agrees that The City is not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any Prequalification Submission;
- (k) the Respondent understands that any omission or failure to substantially complete the Prequalification Submission or failure to substantially comply with a requirement included in the RFQ Documents may result in the Respondent being disqualified;
- (l) the Respondent understands that it must submit a substantially complete Prequalification Submission and meet the Mandatory Requirements in accordance with the RFQ Documents and a failure to do so may result in disqualification of the Respondent;
- (m) the Respondent understands that the RFQ is not an offer to enter into any contract of any kind whatsoever and is not intended to create a bidding contract (often referred to as “Contract A”);
- (n) the Respondent understands that the RFQ does not constitute any offer of work by The City;
- (o) the Respondent represents and warrants to the City that the Respondent,
  - (i) has the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property that the Respondent requires for performance of its obligations pursuant to this RFQ; and
  - (ii) will pay all applicable fees associated with the use of such intellectual property including any required license fees and royalties;
- (p) the Respondent acknowledges Section 7.5(1)(a) of the RFQ and understands that the Respondent may be disqualified if the Respondent or any Team Member has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process in Canada;
- (q) the Respondent confirms that the Respondent and each Team Member has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFQ Process, and there are no charges or investigations by a public body or convictions related to inappropriate bidding practices or unethical behaviour by the Respondent or any Team Member in relation to a public sector tender or procurement in any Canadian jurisdiction that:
  - (i) are related to the Project;
  - (ii) may compromise the reputation or integrity of the City so as to affect public confidence in the Project; or
  - (iii) would contravene any applicable law or could have a material adverse effect on the Respondent or any Team Member in a way which could impair the Respondent or any Team Member’s ability to perform its obligations under the Project Agreement; and
- (r) this Form D-1 – Master Submission Form has not been modified in any manner, except to include the Respondent’s required information.

In witness whereof, the Respondent Representative has executed this Form D-1 – Master Submission Form as of the date indicated below.

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

**Respondent Representative**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Respondent Representative and to bind the Respondent and each Team Member.

**APPENDIX D TO THE RFQ – PREQUALIFICATION SUBMISSION FORMS**

**FORM D-2- CONSENT DECLARATION**

**Team Member Consent Declaration**

I, \_\_\_\_\_, am an authorized officer or director of \_\_\_\_\_ (“Team Member”) and confirm for and on behalf of the Team Member and without any personal liability that:

- (a) the Team Member has read and understands the RFQ Documents and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ Documents;
- (b) the Team Member agrees to be bound by the requirements of the RFQ Documents;
- (c) the Team Member consents to its inclusion as a member of the Respondent;
- (d) the Team Member confirms that the Prequalification Submission accurately reflects the qualifications of the Team Member;
- (e) the Team Member consents to The City performing reference checks in accordance with the RFQ;
- (f) the Team Member understands and accepts the obligations imposed on it as a result of the Prequalification Submission; and
- (g) declares that this Form D-2 – Consent Declaration has not been modified in any manner, except to complete the required information.

In witness whereof, the Team Member has executed this Form D-2 – Consent Declaration as of the date indicated below.

Date \_\_\_\_\_

**Team Member**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Team Member.

**APPENDIX D TO THE RFQ – PREQUALIFICATION SUBMISSION FORMS**

**FORM D-3 - CONFLICT OF INTEREST, CONFIDENTIAL INFORMATION AND LITIGATION DECLARATION**

***[NOTE TO RESPONDENTS: Notwithstanding the submission of this Declaration, Conflicts of Interest must be disclosed to the Contact Person as soon as one is discovered by the Respondent or an Team Member.]***

This Form D-3 - Conflict Of Interest, Confidential Information and Litigation Declaration is delivered pursuant to the RFQ. All terms not otherwise defined herein have the meaning given to them in the RFQ.

Notwithstanding the existence of and/or submission of this Declaration, the Respondent hereby acknowledges RFQ Section 7.10 and the Respondent's obligation to continue to declare all Conflicts of Interest as soon as one is discovered and is under a continuing obligation to disclose all Conflicts of Interest that exist or may exist in the future.

The Respondent Representative hereby declares on behalf of the Respondent, the Team Members and the Key Individuals that:

1. There is not, nor was there any, actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting the Prequalification Submission.  True  Not True

If the answer to the above statement is "Not True", attach, on a separate page, a list and explanation of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or which may appear as a potential Conflict of Interest or unfair advantage in the Respondent submitting the Prequalification Submission

2. We have no knowledge of or the ability to avail ourselves of Confidential Information (other than Confidential Information, which may have been disclosed by The City to the Respondents in the normal course of the RFQ) that is or was relevant to the Project or the RFQ evaluation process.  True  Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

3. Neither the Respondent, the Team Members, nor any Key Individual is the subject of any adverse ruling or conviction determined in the last 5 years involving fraud, fraudulent misrepresentation or professional misconduct.  True  Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

4. Neither the Respondent, the Team Members nor any Key Individual is involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:
- a) is against or involving The City; or  True  Not True
  - b) may materially adversely affect the Respondent's, the Team Member's or the Key Individual's ability to participate in the Project.  True  Not True

If the answer to any of the above statements is “Not True”, attach, on a separate page, a brief explanation and include the following information: (1) plaintiff name; (2) defendant name; (3) year litigation initiated; (4) disputed amount (\$CAD) and (5) nature of dispute.

6. This Form D-3 - Conflict Of Interest, Confidential Information & Litigation Declaration has not been modified in any manner, except to complete the required information.

7. Full disclosure of the requirements set out in the RFQ has been made.

In witness whereof, the Respondent Representative has executed this Form D-3 - Conflict Of Interest, Confidential Information & Litigation Declaration as of the date indicated below.

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

**Respondent Representative**

Per:

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Respondent Representative and to bind the Respondent and each Team Member.



**FORM D-4 - RELATIONSHIP DISCLOSURE FORM**

This Form will be completed by the Respondent on its own behalf and on behalf of each Team Member.

The Respondent declares on its own behalf and on behalf of each Team Member that:

- (a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each Team Member, to the best of the knowledge of that member.
- (b) the Respondent and the Team Members have reviewed the definition of Ineligible Persons and the non-exhaustive list of Ineligible Persons in Section 8.11(4) of the RFQ.
- (c) the following is a full disclosure of all known relationships that the Respondent and each Team Member has, or has had, with:
  - (1) The City;
  - (2) any listed Ineligible Person;
  - (3) any current shareholders, directors or officers, as applicable, of The City or any listed Ineligible Person;
  - (4) any former shareholders, directors or officers, as applicable, of The City or any listed Ineligible Person, who ceased to hold such position within two calendar years prior to the RFQ Submission Deadline; and/or
  - (5) any other Person who, on behalf of The City or a listed Ineligible Person, has been involved in the RFQ Process or the design, planning or implementation of the Project.

Name of Team Member	Name of Party with Relationship (e.g., list City, Ineligible Person, etc.)	Details of the Nature of the Relationship with the listed Ineligible Person (e.g., Team Member was an advisor to the Ineligible Person from _____ to _____)
<i>e.g. Firm Name Ltd.</i>		<i>Firm Name Ltd. is working with ♦ on Project X.</i>
<i>e.g. John Smith</i>	<i>City Name</i>	<i>Employee from 19XX - 20XX</i>

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

In witness whereof, the Respondent Representative has executed this Form D-4 - Relationship Disclosure Form as of the date indicated below.

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

**Respondent Representative**

Per:

\_\_\_\_\_

Name:

Title:

Per:

\_\_\_\_\_

Name:

Title:

I/We have authority to bind the Respondent Representative and to bind the Respondent and each Team Member.

**APPENDIX E – REQUEST FOR INFORMATION FORM**

<b>To Be Completed by the Respondent:</b>			
<b>Raised By:</b>	[Insert Respondent Representative and Respondent Name]		
<b>Telephone:</b>	[Insert Telephone for Respondent Representative]		
<b>E-mail:</b>	[Insert E-mail for Respondent Representative]		
<b>Date Raised:</b>	[Insert Date]		
<b>Type of Request: (check applicable box)</b>	<input type="checkbox"/> Information	<input type="checkbox"/> Clarification	
<b>Do you want this request for information to be “commercially confidential” in accordance with Section 3.6(4) of the RFQ?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Source of Query:</b>			
<b>Reference Document:</b>	[Indicate section reference and date, if applicable]		
<b>Request/Query (One request/query per sheet)</b>			
<b>To Be Completed By The City:</b>			
<b>RFI #:</b>			
<b>Name of individual who prepared the response to this RFI:</b>			
<b>Date response to RFI was forwarded to above Respondent:</b>			

Response

Note: Use this form to submit your questions regarding the RFQ to the Contact Person via e-mail.

**APPENDIX F- PROJECT EXAMPLE FORM**

**Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to identifying project experience.**

**FORM F-1 – DESIGN AND CONSTRUCTION PROJECT EXAMPLE FORM**

Project name and Name of Client:	
Client Reference (include name, role, and contact information):	
Location (City, Province/State, Country):	
Date completed or status of project (original and final, including a brief description of any variance between the two):	
Project Delivery Type/Procurement Model:	
Project Description including type of facility, size of project (area):	
Project Capital Cost (original and final, including a brief description and explanation of any variance between the two):	
Name of Team Member(s) (including Lead Team Member) involved in the project:	
Project Photographs:	
Additional information in accordance with the requirements set out in Appendix C to the RFQ:	

**FORM F-2 – FACILITY MAINTENANCE PROJECT/CONTRACT EXAMPLE FORM**

***Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to identifying project experience.***

Name of Client(s):	
Client Reference (include name, role, and contact information):	
Location(s) (City, Province/State, Country):	
Project Description including type of facility, size of project (area):	
Services Provided:	
Project Contract Value:	
Project Photographs:	
Name of Team Member(s) (including Lead Team Member involved in the project/contract):	
Description of each Team Member(s)' role on the project/contract:	
Start date, duration of project/contract:	
Whether contract has come up for renewal and if so, whether contract was renewed and if not, the circumstances of non-renewal:	
Additional information in accordance with the requirements set out in Appendix C to the RFQ:	

**FORM F-3- FINANCING TEAM MEMBER EXPERIENCE FORM**

*Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to identifying project experience.*

Past Project Name and Description	Client Reference, if applicable, (Client Name, Contact name, Phone number, E-mail)	Type and Amount of Financing Raised (include capital structure, any innovations or variations from the normal financing)	Date of Financial Close	Role of Team Member on Past Project	Pertinence of Past Project Experience to the Stoney Compressed Natural Gas Bus Storage and Transit Facility	Names of Financing Team Members on Past Project
<b>Projects within past five years:</b>						
<b>Other projects:</b>						

**Appendix G – KEY INDIVIDUALS FORM**

**Form G-1 – Key individuals - Technical**

**Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to filling out this Form G-1.**

<b>Employing Team Member</b>	
<b>Name of Key Individual</b>	
<b>Professional qualifications/designation(s) of Key Individual</b>	
<b>Key Individual's Role and Responsibility in the Project</b>	
<b>Summary of education/qualifications of Key Individual</b>	
<b>Relevant Experience in relation to the Project</b>	
<b>Client References (Client Name, Contact name, Phone, E-mail) for Three Past Projects</b>	
<b>Additional information in accordance with the requirements set out in Appendix C to the RFQ</b>	



**Form G-2 – Key individuals - Financial**

**Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to filling out this Form G-1.**

<b>Employing Team Member</b>	
<b>Key Individual's Role in Stoney Compressed Natural Gas Bus Storage and Maintenance Facility Project</b>	
<b>Key Individual Years of Experience</b>	
<b>Selected Past Project Name and Description (3 projects max. per Key Individual)</b>	
<b>Role of Key Individual on Past Project</b>	
<b>Pertinence of Past Project Experience to the Stoney Compressed Natural Gas Bus Storage and Maintenance Facility Project</b>	
<b>Past Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past Project Capital Value and Total Project Value with Term of Project in Years</b>	
<b>Project Client Reference (Client Name, Contact name, Phone, E-mail)</b>	
<b>Description of probability Key Individual will be available for the entire Project</b>	

**Form G-3 – Proposed Replacement Key individuals - Financial**

**Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to filling out this Form G-2.**

<b>Proposed back-up or replacements for each Key Individual (if appropriate)</b>	
<b>Employing Team Member</b>	
<b>Replacement Individual's Role in Stoney Compressed Natural Gas Bus Storage and Transit Facility Project</b>	
<b>Replacement Individual's Years of Experience</b>	
<b>Selected Past Project Name, Description (3 projects max. per Replacement Individual)</b>	
<b>Role of Replacement Individual on Past Project</b>	
<b>Pertinence of Replacement Individual's Past Project Experience to the Stoney Compressed Natural Gas Bus Storage and Transit Facility Project</b>	
<b>Past Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past Project Capital Value and Total Project Value with Term of Project in Years</b>	
<b>Project Client Reference (Client Name, Contact name, Phone, E-mail)</b>	
<b>Key Individual being replaced</b>	

**Appendix H – SUBCONTRACTORS FORM**

**Form H-1 – Major Subcontractors**

***Note to Respondents: Respondents are strongly cautioned to review Appendix C prior to filling out this Form H-1.***

Name of Subcontractor	
Summary of trade qualifications and registrations	
Subcontractor's Role and Responsibility in the Project	
Relevant Experience in relation to the Project	
Owner References (Owner Name, Contact name, Phone, E-mail) for last three projects	
Additional information in accordance with the requirements set out in Appendix C to the RFQ	

**Appendix I – RFQ CHECKLIST**

**The checklist below is provided for convenience of reference only. Respondents are solely responsible for ensuring they understand and address the requirements contained in this RFQ.**

<b>RFQ Section</b>	<b>Requirement</b>	<b>Numbers required</b>	<b>Check</b>
4.11(1)(a)	Contractor Acknowledgement Form - one form for each Lead Construction Team Member and each Lead Facility Maintenance Team Member	One original and three copies	
4.11(1)(b)	Copy of Alberta Certificate of Recognition or equivalent for each Lead Construction Team Member and each Lead Facility Maintenance Team Member	Four copies	
4.11(1)(b)	Copy of letter of good standing from WCB-Alberta or equivalent for each Lead Construction Team Member and each Lead Facility Maintenance Team Member	Four copies	
4.11(1)(c)	All information required by Appendix C - Table 1 - Technical Submission Requirements	One original and six copies	
4.11(1)(d)	All information required by Appendix C - Table 2 - Financial Submission Requirements	One original and six copies	
Appendix D	Form D-1 - Master Submission Form, signed on behalf of Respondent Representative	One original and six copies	
Appendix D	Form D-2 - Consent Declarations, signed on behalf of each Team Member	One original and six copies	
Appendix D	Form D-3 - Conflict of Interest, Confidential Information and Litigation Declaration, signed on behalf of the Respondent Representative	One original and six copies	
Appendix D	Form D-4 - Relationship Disclosure Form, signed on behalf of the Respondent Representative	One original and six copies	