



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 70-2009

**FROM PRIVATE SECTOR TEAMS FOR THE
DESIGN, BUILD, FINANCING AND MAINTENANCE OF THE CHIEF PEGUIS TRAIL
EXTENSION PROJECT**

TABLE OF CONTENTS

PART A – REQUEST FOR QUALIFICATION APPLICATION

Form A: Request for Qualification Application	1
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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	5
B2. Executive Summary of the Business Opportunity	7
B3. Background	8
B4. Project Location	9
B5. Conceptual Alignment Plan	9
B6. Winnipeg	10
B7. Purpose of the Request for Qualifications Document	10
B8. Scope of Work	11
B9. Respondents' Information Meeting	12
B10. Project Schedule	12
B11. Risk Matrix	13
B12. Key Deal Parameters	13
B13. DBFM Agreement	13
B14. Insurance	13
B15. Ownership of Right of Way	14
B16. Procurement Process	14
B17. Compensation under DBFM Agreement	15
B18. Designated Representative	15
B19. Enquiries	15
B20. Registration and Communication	16
B21. Available Information	16
B22. Addenda	16
B23. Conflict of Interest and Good Faith	17
B24. Confidentiality and Privacy	17
B25. Non-Disclosure	18
B26. No Collusion	18
B27. No Lobbying	18
B28. City's Project Team	18
Submission Instructions	
B29. Submission Deadline	20
B30. Qualification Submission	20
B31. Form A: Request for Qualification Application (Tab A)	21
B32. Executive Summary (Tab B)	21
B33. Competitive Advantage (Tab C)	21
B34. Respondent Team (Tab D)	22
B35. Experience and Qualifications (Tab E)	23
B36. Management Plan (Tab F)	24
B37. Financing Plan (Tab G)	24
B38. Design/Construction Plan (Tab H)	26
B39. Maintenance Plan (Tab I)	27
B40. Appendix A (Tab J)	27
B41. Respondents' Costs and Expenses	27
Evaluation	
B42. Evaluation Criteria	1
B43. City Privileges Reserved	2
B44. No Recourse	3
B45. Debriefing	3
Appendices	
Appendix A - Submission Tables	4
Appendix B - Preliminary Risk Matrix	20
Appendix C – Key Deal Parameters	21

Appendix D - Non-Disclosure Agreement	22
Appendix E – Available Information	24
Appendix F – Conceptual Alignment Plan	25

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Assets**" means the vital roadworks in the City's transportation infrastructure comprised of the new roadway, approach streets and traffic interchanges that are the subject matter of the Project and are illustrated in Appendix F;
- (b) "**Break Payment**" means the amount determined by the City to be payable to each Proponent for wasted proposal development costs in the event that the procurement process commenced by issuance of this RFQ is terminated by the City after issuance of the RFP at a time when the City recognizes that Proponents have expended significant time and effort preparing to respond to the RFP;
- (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (d) "**Calendar Day**" means the period from one midnight to the following midnight;
- (e) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (f) "**City Council**" means the Council of the City of Winnipeg;
- (g) "**Commissioning Date**" means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (h) "**Contact Individual**" means the individual associated with the Contact Organization who shall be responsible for all of the Respondent's communications with the City in respect of this RFQ, and is to be identified as such in the Respondent's submission;
- (i) "**Contact Organization**" means the business organization (corporation, joint venture, general partner, etc) responsible for all of the Respondent's communications with the City in respect of this RFQ and identified as such in the Respondent's submission;
- (j) "**Contractor**" means the person undertaking the performance of the Work under the terms of the DBFM Agreement;
- (k) "**DBFM**" means design, build, finance and maintain;
- (l) "**DBFM Agreement**" means the contract intended to be awarded for performance of the design, build, finance and maintain obligations required by the Project in the two stage procurement process commenced by issuance of this RFQ;
- (m) "**Deal Parameters**" means those basic commercial terms identified in B12 to this RFQ which the City expects to include in the final form of the DBFM Agreement issued in the RFP stage of this procurement process;
- (n) "**Designated Representative**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (o) "**Evaluation Committee**" means the individuals appointed by the City's Project Team to review, evaluate and make recommendations in respect of submissions made in response to this RFQ;
- (p) "**Fairness Advisor**" means the person to be appointed by the City to oversee the procurement process commenced by issuance of this RFQ and to be responsible for ensuring that the procurement process proceeds in a fair manner;
- (q) "**Hand-back Date**" means the date at the end of the Maintenance Term when the completed Works and maintenance obligations respecting the Chief Peguis Trail Extension revert to the City;
- (r) "**Honorarium**" means the sum payable to certain unsuccessful Proponents at the end of the RFP stage of the procurement process which commenced with issuance of this RFQ;

- (s) **“Information Meeting”** means the non-mandatory meeting with the City’s Project Team at which information relevant to the Project and this procurement process will be made available to persons who have registered in advance and are interested in responding to this RFQ;
- (t) **“Key Individual”** means an individual designated in the submission of a Respondent to play a lead role for and on behalf of one or more Members of the Respondent Team;
- (u) **“Latent Defect”** means a defect that is hidden or concealed and could not be discovered by reasonable and customary inspection; one of which no party to the DBFM Agreement contemplated by this RFQ had, at the relevant time, actual knowledge, or should, upon the exercise of reasonable care, have acquired knowledge;
- (v) **“Maintenance Term”** means the period to be fixed in the DBFM Agreement commencing on the Commissioning Date and continuing through to the Hand-back Date during which any Proponent successful in the RFP stage of this procurement process shall maintain the work of the Project in accordance with terms to be finalized in the DBFM Agreement;
- (w) **“may”** indicates an allowable action or feature which will not be evaluated;
- (x) **“Member, or Team Member”** means a business organization (corporation, joint-venture, partnership, etc.) identified in a Respondent’s submission to this RFQ as the entity to be responsible for one or more aspects of the Project including Project Lead, design, construction, financing or maintenance on the Respondent’s proposed team;
- (y) **“Member Lead”** means the business organization identified in a Respondent’s submission to this RFQ as the entity which will be the Contact Organization responsible to lead and to communicate with the City on behalf of a Member of the Respondent Team proposed in response to this RFQ;
- (z) **“must” or “shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (aa) **“P3”** means ‘public-private-partnership’ and is an acronym for a method for public sector procurement and contracting intended to solicit innovative solutions and engage a well-qualified team of private sector participants in the design, construction, long-term financing, operation and/or maintenance of large public infrastructure projects;
- (bb) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (cc) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (dd) **“Preferred Proponent”** means the private sector team, if any, recommended by the RFP Evaluation Committee to City Council for award of the DBFM Agreement at the end of the procurement process commenced by issuance of this RFQ;
- (ee) **“Project”** means the entire process for procurement commenced by issuance of this RFQ including the intended contract award and performance by a private sector team of requirements to be finalized in a Design Build Finance and Maintain Agreement for construction of the Assets with Hand-back to the City at the end of a 30 year Maintenance Term;
- (ff) **“Project Lead”** means the Respondent Team Member, or Key Individual intended to provide the directing mind and will of the Respondent Team and identified as such in the Respondent’s submission;
- (gg) **“Project Team”** means the group of City employees led by the City’s Designated Representative charged with responsibility to oversee the procurement and contracting process commenced by issuance of this RFQ;
- (hh) **“Respondent”** means any private sector team which registers to gain access to information pertinent to this RFQ and the Project, and then makes a submission;

- (ii) **“Respondent Team”** means the private sector business entities and/or individuals which join together and propose, in response to this RFQ, to compete as a Team for selection to perform various aspects of the Project under the intended DBFM Agreement including design, construction, financing, maintenance and Project Lead;
- (jj) **“RFP”** means ‘Request for Proposals’ and in this document specifically means the second stage of the procurement process intended to follow completion of this RFQ stage of the process now commenced;
- (kk) **“RFQ”** means ‘Request for Qualifications’ and in this document specifically means the first stage of the procurement process commenced by issuance of this document;
- (ll) **“Risk Matrix”** means the table and contents included in this RFQ in B11;
- (mm) **“Short List”** means the City’s list of up to four (4) Respondents selected by the Evaluation Committee in this RFQ stage of the procurement process to receive the RFP when it issues and then participate in the second stage of the process for an opportunity to be awarded the DBFM Agreement;
- (nn) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (oo) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
- (pp) **“Submission or Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (qq) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (rr) **“Substantial Performance”** shall have the meaning attributed to it in The Builders’ Liens Act (Manitoba), or any successor legislation thereto;
- (ss) **“Successful Proponent”** means the legal entity or special purpose vehicle to be used by the Preferred Proponent, which vehicle is approved in advance in writing by the City, acting reasonably, that is selected by the City to enter into the DBFM Agreement;
- (tt) **“Work” or “Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the DBFM Agreement.

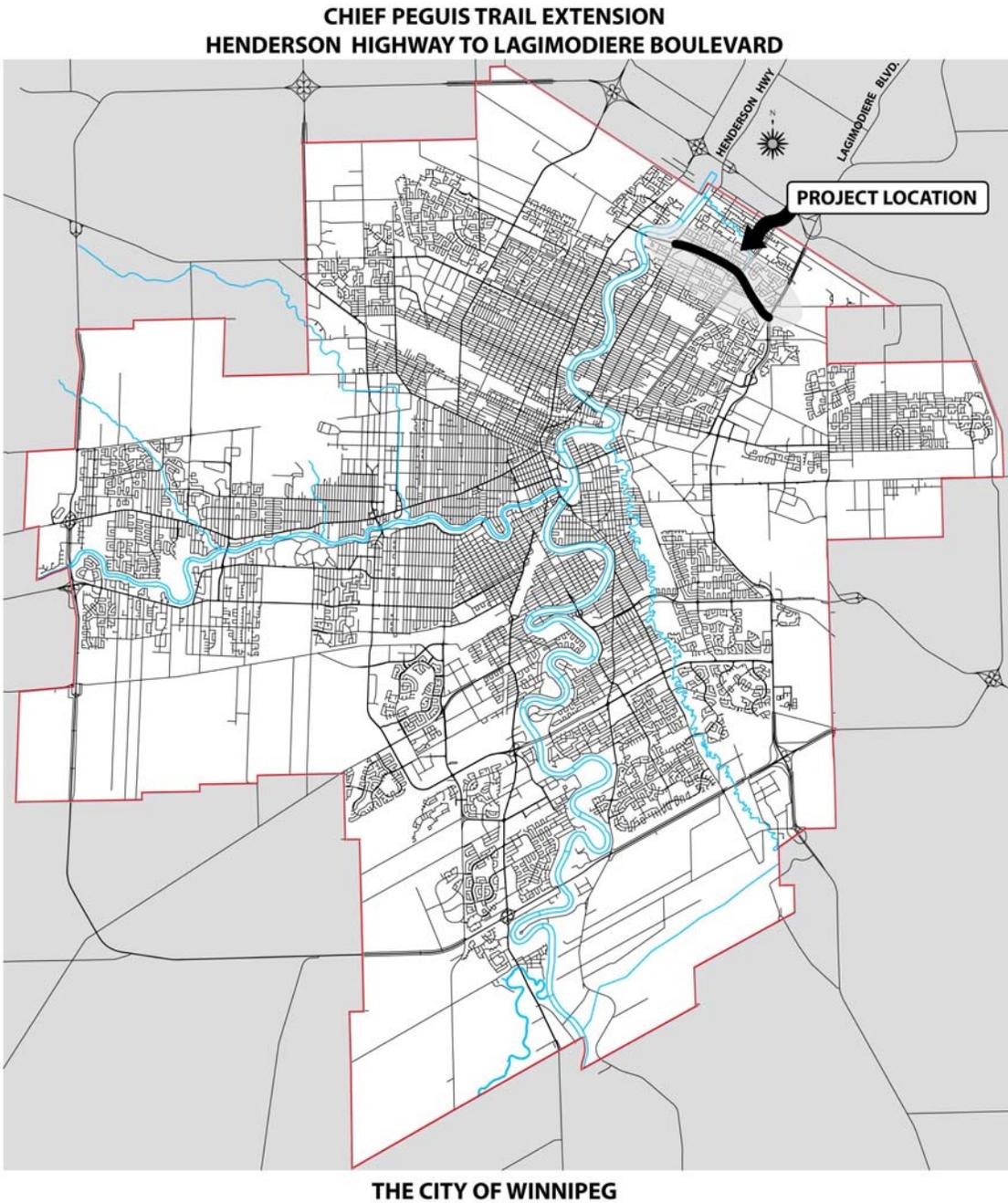
B2. EXECUTIVE SUMMARY OF THE BUSINESS OPPORTUNITY

- B2.1 Elected Council for the City of Winnipeg in the Province of Manitoba, Canada (City Council), has approved construction of the Chief Peguis Trail Extension between Henderson Highway and Lagimodiere Boulevard. The length of the project is approximately 3.7 kms.
- B2.2 In order to take advantage of private sector resources, ingenuity and expertise, the City intends to use a P3(Private-Public- Partnership) procurement and payment process with the goal of awarding a contract for the design, build, financing and maintenance of the Assets to a well qualified private sector team.
- B2.3 The City seeks to have the private sector add value to enhancing quality and accelerating completion of the Works, appropriately sharing risks and providing long-term maintenance for the newly built assets while meeting or exceeding the City’s Hand-back requirements.
- B2.4 The City is therefore initiating a fair competitive selection process by issuing this Request for Qualification (RFQ). The private sector is invited to consider the potential business opportunity outlined in these materials, to form appropriate teams and then respond to this invitation seeking to be selected for full participation in the subsequent issuance of Request for Proposals (RFP) in competition for award of a Design, Build, Finance, and Maintain (DBFM) long term contract.

B3. BACKGROUND

- B3.1 A P3 or public- private- partnership is not a partnership per se, but is instead a special type of long term financing arrangement between a public sector owner on the one hand and private sector participants on the other, who organize themselves as a team to initially finance a given project and then perform other tasks required to deliver high cost infrastructure projects under commercial terms which allow the public sector owner to pay for the private sector services over an extended period of time. One of the major benefits of P3 procurement and contracting is that P3s permit a public sector owner to get numerous projects underway and in service by matching its known future cash flow to time payment obligations rather than relying solely on its current reserves to purchase one completed project at a time under traditional fixed price contract and tender processes.
- B3.2 The City was one of the first municipalities in Canada to utilize the P3 procurement and contracting model for capital project delivery. In 1995, the City successfully used a Design Build Finance and Maintain procurement and contracting process to have the Charleswood Bridge designed, built, financed and now maintained by a private sector team. The City recently completed constructing its East District Police Station using Finance Build Operate P3 model. Also, the City is currently utilizing the DBFM procurement process for the Disraeli Bridges Project. The City seeks to expand its use of this more collaborative method of working with the private sector.
- B3.3 After developing an outline business case for proceeding with this project as a P3, the City has decided to proceed with procurement and contracting under as DBFM model.
- B3.4 The project is the construction of the Chief Peguis Trail extension between Henderson Highway and Lagimodiere Boulevard. It runs in an east west direction within a designated right - of - way. The length of this project is approximately 3.7 kms. The first section of Chief Peguis Trail (Route 17) is a 4 lane divided road. It was built between Main Street and Henderson Highway in 1990. This new section of roadway will be designated as a truck route thereby attracting truck traffic from many of the surrounding streets.
- B3.5 The City retained UMA Engineering Ltd.(now part of AECOM Canada Ltd.) to undertake a preliminary design study for the construction of Chief Peguis Trail extension between Henderson Highway and Lagimodiere Boulevard.
- B3.6 The general information for the Project can be found on the Project website at <http://winnipeg.ca/PublicWorks/MajorProjects/ChiefPeguisTrail/default.asp>

B4. PROJECT LOCATION



B5. CONCEPTUAL ALIGNMENT PLAN

B5.1 PDF drawing attached in Appendix F.

B6. WINNIPEG

- B6.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B6.2 The City of Winnipeg has a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The municipal government employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.
- B6.3 The political representation for the City is a Mayor and 15 Councillors, each representing a city ward. The current Mayor and Council were elected in October 2006. Their term of office ends in 2010.
- B6.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for City departments.
- B6.5 For additional information on the City refer to the City of Winnipeg web site at:
<http://winnipeg.ca/interhom/Departments/>

B7. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B7.1 This RFQ is the first stage in the Design-Build-Finance-Maintain procurement process for the Project.
- B7.2 The purpose of this RFQ is to:
- (a) confirm that there is sufficient interest among suitably qualified private sector participants to proceed effectively with the DBFM procurement process; and
 - (b) identify a maximum of four (4) competent teams of private sector participants for participation in the Request for Proposals (RFP) stage of the DBFM procurement process.
- B7.3 The objectives of the City for the Project and this DBFM procurement process are:
- (a) to conduct a fair, competitive selection process for award of a DBFM Agreement which appropriately allocates risks and rewards between the public and private sector participants;
 - (b) to receive innovative, well-planned proposals in the RFP stage of the procurement process from all the short-listed RFQ Respondents;
 - (c) to expeditiously complete the procurement process;
 - (d) to complete construction of the Project in the shortest possible time with the least possible disruption to affected businesses, travelling public, and residents;
 - (e) to obtain financial terms from a private sector participant that provide the best value possible for public money to be invested in the Project. Bearing in mind the current financial climate the City may explore alternative financing methods for this project;
 - (f) to ensure that the Project is designed, built, and maintained in a sustainable manner that complies with all regulatory requirements, ensures the safety and the convenience of motorists, cyclists and pedestrians alike; and
 - (g) to ensure that the Assets are handed back to the City in suitable condition at the end of the Maintenance Term.

- B7.4 Accordingly, the City hopes to identify a maximum of four (4) private sector teams in this RFQ stage of the procurement process who are well qualified and have sufficient resources so that each is likely to:
- (a) submit highly competitive proposals that will meet or exceed the City's Project objectives set out above;
 - (b) complete all phases of this DBFM procurement process.
- B7.5 The City invites qualified private sector teams to submit a Qualification Submission in response to this Request for Qualifications (RFQ).
- B7.6 Only those Respondents on the Short List will be invited to submit a more detailed proposal.

B8. SCOPE OF WORK

- B8.1 The Design, Build, Finance and Maintain private sector team to be selected after the RFP stage of this procurement process will be required to, at minimum:
- (a) Construct a new roadway between Henderson Highway and Lagimodiere Boulevard;
 - (b) Improve Intersections, Construct Cul-de-sacs and remove abandoned roads as identified in the Preliminary Design Report;
 - (c) Design and provide lighting for roadway and pathway, signage and traffic control signals;
 - (d) Relocate and insulate existing water mains and feeder mains as required at crossings;
 - (e) Remove and dispose of the Molson Street Bridge over Cordite Ditch (Structure No. B147) including site restoration;
 - (f) Extend the double cell reinforced box culvert on Lagimodiere Boulevard at Cordite Ditch (Structure No. C313) to accommodate new intersection geometry at Chief Pequis Trail;
 - (g) Install a pedestrian/cycling structure over Cordite Ditch at the location of the former Molson Street Bridge. Consideration can be given to extending the Lagimodiere box culvert or utilizing the substructure of the existing Molson Street Bridge;
 - (h) Replace CSP Arches culvert crossing structures on Springfield Drain at Lagimodiere Boulevard (Structure No. C350) and Molson Street (Structure No. C335) immediately south of Springfield Road;
 - (i) Replace or rehabilitate large diameter, four cell CSP culvert crossing on Springfield Road at Entrance to Bunn's Creek Pond (Structure No. C348);
 - (j) Replace the large diameter, two cell, CSP arch culvert crossing on Springfield Road at Springfield Drain (Structure No. C349), approximately 40 m east of the C348 crossing, and extend its length northeast to accommodate an active transportation crossing;
 - (k) Relocate or construct land drainage systems and waste water sewer designs as required;
 - (l) Complete noise analysis and construction of noise attenuation via berms and walls as required;
 - (m) Construct landscaping features, including multi-use paths;
 - (n) Relocate utilities including above and below ground hydro lines, natural gas lines, MTS and Shaw lines;
 - (o) Relocate CP Rail spur; and
 - (p) Prepare and supply documents to an independent safety consultant to complete a safety audit prior to completion of the design plans and opening of the road.
- B8.2 At the time of RFP submission, Proponents will be required to provide an alternative proposal that will include the additional cost for:

- (a) Construction of a grade-separation structure (underpass/overpass) at Chief Peguis Trail and Rothesay Street and associated works (e.g. relocation of existing underground services, construction of retaining wall, construction of a land drainage pumping station, etc.)

B8.2.1 The grade separation structure (underpass/overpass) is an optional feature for the Chief Peguis Trail Project and requires approval from Council.

B8.3 Any successful Proponent selected in the RFP stage of this procurement process will be required to:

- (a) Meet or exceed all applicable National, Provincial and City Codes, standards and policies for design and construction of the project;
- (b) Finance all aspects of the Project through to completion of the payment period;
- (c) Plan for and provide all required pedestrian, vehicular and rail traffic management through and around the construction site, minimizing disruption to the travelling public;
- (d) Maintain the newly constructed or upgraded Assets in accordance with City standards to be specified in the DBFM for an agreed Maintenance Term of 30 years; and
- (e) Handback the Assets to the City at the end of the Maintenance Term in not less than the condition to be specified by the City in the DBFM.

B9. RESPONDENTS' INFORMATION MEETING

B9.1 The City intends to hold an Information Meeting with all registered persons as a group. The purpose of the Information Meeting will be to respond to questions and comments regarding the RFQ and the Project. Attendance will be optional. The Information Meeting is scheduled to be held as follows:

Date: Wednesday, March 11, 2009
 Time: 9:00 AM to 12:30 PM local (Winnipeg) time with a Site tour to follow
 Location: Pantages Playhouse Theatre (foyer)
 180 Market Street (south-east corner of Main Street and Market Street)
 Winnipeg, Manitoba R3B 0P7

B9.2 Registered persons wishing to attend the Information Meeting (and/or Site tour) should confirm their intention before Friday, March 6, 2009, to the Designated Representative identified in B18.

B9.3 The Respondent shall not be entitled to rely on any information or interpretation received at the Respondents' Information Meeting unless that information or interpretation is provided by the Designated Representative in writing.

B10. PROJECT SCHEDULE

B10.1 Preliminary Schedule

Phase	Approximate Date(s)
RFQ issue date	March 4, 2009
Registration for Information Meeting	March 9, 2009
Non-mandatory Information Meeting	March 11, 2009
RFQ Submission Deadline	April 7, 2009
Advise up to four (4) Proponents that they have been selected for the RFP stage	June 2009
RFP intended issue date (first part)	June 2009
RFP intended initial RFP Response date	September 2009

RFP approximate staged submission and negotiation period	September 2009 to November 2009
Final Form of DBFM Agreement approximate issuance date	December 2009
RFP approximate Final Proposal Submission Date	January 2010
Intended DBFM Agreement award date	February 2010
City's intended Construction start date	March 2010
City's intended Construction completion date	November 2011
Maintenance Term	30 years from Commissioning Date
Handback date	At the end of the Maintenance Term

B11. RISK MATRIX

B11.1 A Preliminary Risk Matrix is provided in Appendix B. This Risk Matrix includes the principal risks the City foresees for the Project, and the City's allocation of same for management by the party best suited to carry these risks, responsibilities and the associated costs.

B12. KEY DEAL PARAMETERS

B12.1 The Key Deal Parameters are presented in Appendix C. These are the base terms to be provided in the DBFM form of Agreement.

B13. DBFM AGREEMENT

B13.1 A draft form of DBFM Agreement will be issued concurrently with the RFP. It will be based in large measure upon forms of agreements utilized on other successful transportation P3 projects carried out in Canada. The City intends the DBFM Agreement to reflect the Key Deal Parameters and Risk Matrix included in this RFQ.

B13.2 Each Proponent will be afforded at least two opportunities to provide written comments on the form of the draft DBFM Agreement and to thereafter engage in individual meetings with the City's Project Team. The final terms of the DBFM Agreement will issue prior to a call for all Proponents to submit their final proposals (see B10). There will not be further negotiations with any Proponent following issuance of the final form of the DBFM Agreement.

B14. INSURANCE

B14.1 Respondents are to provide details respecting their intended approaches to financing risks arising out of their plan for the Project including those risks specifically identified in Appendix B. Reference to insurance vehicles and details for expected responsibilities of both the Respondent Team and the City are to be indicated.

B14.2 The intent of this approach is to cover off insurance exposures traditionally provided by standard insurance vehicles such as, but not limited to, Builders' Risk, professional liability insurance, Wrap-up Liability, Contractor's Equipment cover, Environmental Liability, and so on. Experience gained and innovations found successful on other P3 projects are of interest.

B15. OWNERSHIP OF RIGHT OF WAY

- B15.1 The City will retain ownership of the Right of Way and of any other land required for the Works. The City intends to enter into a licence agreement for a nominal amount with the Preferred Proponent as part of the DBFM Agreement to formalize the Preferred Proponent's right of access to the Right of Way throughout the term of the DBFM Agreement.
- B15.2 This or other similar provisions for granting temporary interests in the Assets may be a possibility if the Respondent can demonstrate that significant commercial advantage would accrue to the private sector team and hence the City on the Chief Peguis Trail Extension Project. Respondents will have the opportunity to propose any such alternative arrangements during the RFP open phase through commercially confidential meetings.

B16. PROCUREMENT PROCESS

RFQ Stage

- B16.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite no more than four (4) Respondents to participate in the second stage of the procurement process, the RFP, during which they will be referred to as Proponents.
- B16.1.1 No honorarium or compensation will be paid to any Respondent, Team Member or Key Individual in consideration of expenses incurred in responding to the RFQ.

RFP Stage

- B16.2 Following completion of the RFQ stage, complete details of the balance of the procurement process will be provided to the selected Proponents upon issuance to them of a Request for Proposals. Proponents will be invited to provide detailed proposals in response to an RFP. The RFP will include several submission stages related to technical, financial and, if indicated, innovation components. The City will evaluate the detailed proposals received from the Proponents and select a Preferred Proponent for the purposes of recommending to City Council an award of the DBFM Agreement.

Honorarium

- B16.3 An honorarium for proposal development costs of \$100,000.00 will be paid to each of the unsuccessful Proponents who have submitted a responsive proposal to the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the proposal.
- B16.4 Payment of any honorariums will be made after the execution of the DBFM Agreement and within 21 days of the receipt by the City of the Financing Letter of Credit.
- B16.5 The Successful Proponent will not be paid the honorarium and it is anticipated that the Successful Proponent shall finance and pay the sums due to the unsuccessful Proponents as a cost of the Project.

Break Payment

- B16.6 In the event that the City cancels the DBFM procurement process for any reason, after issuance of the RFP, and after Proponents have incurred significant costs developing their proposals, the City will pay a Break Payment to each such Proponent of up to \$100,000.00 for RFP proposal development costs provided that the Proponent first submits its proposal development work together with a transfer of all intellectual property rights (including waiver of moral rights).
- B16.7 The amount of the Break Payment will be proportionate to the amount of work completed and scheduled time expired for the RFP procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the RFP process.

Award of Contract

B16.8 Upon completion of the RFP stage, the City's Project Team intends to provide City Council with a recommendation for award of the DBFM Agreement. Award of the DBFM Agreement to the recommended Contractor will be subject to final approval by City Council.

Fairness Advisor

B16.9 The City intends to retain an independent Fairness Advisor to oversee the selection process for the Project.

B16.10 The Fairness Advisor's role is to reassure both the City and private sector participants that the process and decisions resulting are fair, reasonable and consistent with the procurement process laid out for the Project.

B16.11 The entire selection process continuing to the signing of the DBFM Agreement, including, at the discretion of the Fairness Advisor, attendance at any individual meetings with Proponents, will be monitored by the Fairness Advisor.

B17. COMPENSATION UNDER DBFM AGREEMENT

B17.1 Any private sector team selected and awarded the DBFM Agreement will receive compensation monthly under that Agreement on availability basis commencing not later than the Commissioning Date for the Assets. The City may be willing to entertain proposals which call for some payment upon Substantial Performance of the Works.

B17.2 The City intends to reserve an amount for a final payment to be made at the end of the DBFM Agreement upon Hand-back of the Assets to the City, the sum of which will depend upon the condition of the Assets.

B17.3 The overall cost of the Project has not been fixed, and will depend upon the City's assessment of the best value presented by a successful Proponent at the end of the RFP stage of this procurement process. The anticipated cost of construction for this project is \$60 Million as stated in the Preliminary Design Report.

B17.4 More detailed Project budget information will be made available to registered persons. (see B21)

B18. DESIGNATED REPRESENTATIVE

B18.1 The Designated Representative is:
Preetipal Paul, P.Eng.
Streets Project Engineer
106-1155 Pacific Ave
Winnipeg MB R3E 3P1
Telephone No. (204) 986-5335
Email address: ppaul@winnipeg.ca

B19. ENQUIRIES

B19.1 All enquiries shall be directed to the Designated Representative identified in B19.

B19.2 If the Respondent finds errors, discrepancies or omissions in the document the Respondent must submit them to the Designated Representative at least five (5) Business Days prior to the Submission Deadline.

- B19.3 Responses to enquiries which, in the sole judgment of the Designated Representative, require a correction to or a clarification of the Request for Qualification will be provided by the Designated Representative to all Respondents by issuing an addendum.
- B19.4 Responses to enquiries which, in the sole judgment of the Designated Representative, do not require a correction to or a clarification of the Request for Qualification will be provided by the Designated Representative only to the Respondent who made the enquiry.
- B19.5 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B18 unless that response or interpretation is provided by the Designated Representative in writing.

B20. REGISTRATION AND COMMUNICATION

- B20.1 Those wishing to gain access to available information on an FTP site must register with the City. Registration can be effected by contacting the City's Designated Representative for the Project identified above, obtaining, signing and submitting a non-disclosure agreement in the form attached as Appendix D to this RFQ.
- B20.2 The City's Designated Representative may, acting reasonably, decline requests for registration.
- B20.3 All correspondence and contact with the City in relation to this RFQ must be directly and only with the City's Designated Representative.
- B20.4 Questions regarding this RFQ or the Project must be submitted in writing to the Designated Representative. No response will be made to questions received less than five (5) Business Days before the RFQ Submission Deadline set out in B29, or any extension thereto.
- B20.5 Where, in its assessment, the City determines that confidentiality is not an issue and that its response to a particular question is likely to be relevant for others, the City will distribute such questions and the City's response by Addenda.

B21. AVAILABLE INFORMATION

- B21.1 Registered persons will be given access to an FTP site containing the information (drawings and reports) listed in Appendix E to this RFQ.
- B21.2 The City also maintains the following website that includes the City's Standard Specifications.
[http:// www.winnipeg.ca/matmgt/Spec/Default.stm](http://www.winnipeg.ca/matmgt/Spec/Default.stm)
- B21.3 The City makes no representations or warranties with respect to the accuracy or sufficiency of information made available on its FTP site.

B22. ADDENDA

- B22.1 The Designated Representative may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B22.2 The Designated Representative will issue each addendum at least five (5) Business Days prior to the Submission Deadline, or provide at least five (5) Business Days by extending the Submission Deadline.
- B22.2.1 The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B22.2.2 The Respondent is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B22.3 The Respondent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B23. CONFLICT OF INTEREST AND GOOD FAITH

B23.1 Respondents must not include among their Team Members or Key Individuals any business entity or individual who is in a conflict of interest or is in a position likely to create a perception of conflict of interest with any advisor retained by the City in relation to the Project, including but not limited to advisors providing engineering, process, finance, legal or financial capacity advice.

B23.2 If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B23.3 Upon submitting a response to this RFQ, each Respondent shall declare that it does so in good faith and shall undertake to avoid and to promptly disclose any circumstance that comes to the notice of the Respondent whereby a member of City Council, any officer or employee of the City is or could possibly gain any pecuniary interest, direct or indirect, as a result of the Respondent's participation in this procurement process.

B23.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B24. CONFIDENTIALITY AND PRIVACY

B24.1 Information provided to a Respondent by the City or acquired by a Respondent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way, except as may be required to prepare and submit their Qualification Submission to this RFQ, without the prior written authorization of the City.

B24.2 Respondents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Respondents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B24.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Respondent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.

B24.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B24.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B24.6 The City reserves the right to post the names of the selected Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.

B25. NON-DISCLOSURE

- B25.1 Respondents must not disclose any details pertaining to this RFQ, any additional information obtained and the selection process, in whole or in part, to anyone not specifically involved in their Submission, without the prior written approval of the City.
- B25.2 Respondents must not issue a news release or other public announcement pertaining to details of the RFQ, their Qualification Submission or the selection process without the prior written approval of the City. The Respondent must not make any statement of fact or opinion regarding any aspect of the RFQ, their Qualification Submission or the selection process to the media, or any member of the public without the prior written authorization of the City.

B26. NO COLLUSION

- B26.1 Upon making a Submission to this RFQ, each Respondent shall declare that they have not participated in any collusive scheme or combine.
- B26.2 Respondents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their Team Members or Key Individuals. Respondents and their Team Members shall not engage in discussions or other communications with any other Respondents or their Team Members or Key Individuals regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B27. NO LOBBYING

- B27.1 Respondents are advised that an attempt on the part of any Respondent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Designated Representative with respect to this RFQ solicitation, may lead to disqualification.
- B27.2 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B28. CITY'S PROJECT TEAM

- B28.1 The City has appointed a Project Team to oversee all aspects of the procurement and construction of the Project.
- B28.2 The Project Team consists of a Project Lead, Preetipaul Paul, P. Eng., assisted by key City staff.
- B28.3 The following firms are on retainer to provide specific advice to the Project Team on technical, financial, procurement process, Project administration and communication issues. The City's advisors are:
- (a) Technical Advisors: MMM Group;
 - (b) PPP, Finance and Process Advisors: Deloitte & Touche LLP;
 - (c) Fairness Advisor: To be advised.
- B28.4 Except as noted in B28.5, no Respondent retained to advise the City for this Project may participate for or on behalf of any Team or Team Member or provide advice or services in respect of any part of the procurement or submission process. Breach of this condition may

result in disqualification of the affected private sector team from all further participation in this DBFM procurement process and from any entitlement to award of the DBFM Agreement.

- B28.5 UMA Engineering Ltd. (now part of AECOM Canada Ltd.) provided engineering design services to the City with respect to the Preliminary Design Report, a copy of which is available on the FTP site. In the City's opinion this relationship or association does not create a conflict of interest or will not be likely to create a perception of conflict of interest because of this full disclosure of the Preliminary Design Report and related information.

SUBMISSION INSTRUCTIONS

B29. SUBMISSION DEADLINE

- B29.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 7, 2009.
- B29.2 The Designated Representative or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B29.1.
- B29.3 Qualification Submissions will not be opened publicly.
- B29.4 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B29.5 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Respondent's name and address.
- B29.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B29.7 Qualification Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B30. QUALIFICATION SUBMISSION

- B30.1 The Qualification Submission should consist of the following components, organized and identified as follows:
- (a) Form A: Request for Qualification Application (Tab A);
 - (b) Executive Summary (Tab B);
 - (c) Competitive Advantage (Tab C);
 - (d) Respondent Team (Tab D);
 - (e) Experience and Qualifications (Tab E);
 - (f) Management Plan (Tab F);
 - (g) Financing Plan (Tab G);
 - (h) Design Construction Plan (Tab H);
 - (i) Maintenance Plan (Tab I); and
 - (j) Appendix A Tables fully completed and modified as necessary (Tab J).
- B30.2 All requirements of the RFQ should be fully completed or provided, and must be submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.

Format

B30.3 Respondents should submit one (1) unbound original (marked “original”) and 10 (ten) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

- (a) Each requirement should be addressed in a separate section clearly marked with the corresponding tab.

B30.4 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B31. FORM A: REQUEST FOR QUALIFICATION APPLICATION (TAB A)

B31.1 Further to B30.1(a), the Respondent shall complete Form A: Request for Qualifications Application, making all required entries.

B31.2 Paragraph 8 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:

- (a) All signatures should be original.
- (b) Form A: Request for Qualification Application may be signed in counterparts.
- (c) If a Submission is submitted jointly by two or more persons, the word “Respondent” shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both joint and several.

B32. EXECUTIVE SUMMARY (TAB B)

B32.1 Further to B30.1(b), in the executive summary to accompany its submission, each Respondent is to clearly identify the Respondent Team Member by name and organization (the “Contact Organization”) that is to be the contact for all communications between the Respondent and the City regarding this RFQ, as well as the name of the individual (the “Contact Individual”) who is to be responsible for all such communications on behalf of the Respondent Team.

B32.2 If the Respondent is to be identified by a Team Name different from that of its Contact Organization, that fact should also be made clear.

B32.3 The City shall be entitled to rely on any communication from the Contact Individual as having been duly authorized by the Contact Organization and as having been duly given on behalf of the Respondent and all of its Team Members.

B32.4 Full particulars respecting the name of the Respondent and/or the Respondent Team, Contact Organization and Contact Individual are to be provided by completing Table1 to be found in Appendix A to this RFQ.

B32.5 A Respondent may change its Contact Organization only by providing notice to the Designated Representative in writing from the previous Contact Organization. The Contact Organization may substitute a new Contact Individual only by a written notice signed either by the previous Contact Individual or by an officer of the Contact Organization whose authority to do so is affirmed to the satisfaction of the City.

B33. COMPETITIVE ADVANTAGE (TAB C)

B33.1 Further to B30.1(c), under the heading “Competitive Advantage”, summarize in no more than five (5) pages with specific examples, why the experience, organization, innovation or methodology of your private sector team should give your Team an advantage over other

Respondents. In other words, why, if selected to participate in the RFP, is your Team more likely than other Respondents to:

- (a) engage in the procurement process through to selection of the Preferred Proponent;
- (b) submit a highly competitive final Proposal that would offer best value for money for the Project; and
- (c) if selected as the Preferred Proponent, design and build, finance and maintain the Assets effectively and efficiently in a manner that will best fulfill the City objectives for the Project set out in B7 above.

B34. RESPONDENT TEAM (TAB D)

Respondent Team Members

- B34.1 Further to B30.1(d), identify each Member of the Respondent Team by, at minimum, completing all Tables provided in Appendix A to this RFQ. Respondent Team Members are to be listed separately for each aspect of the Project, namely:
- (a) Design-construction;
 - (b) Maintenance;
 - (c) Financing; and
 - (d) Project Lead (the directing mind and will of the Respondent Team).
- B34.2 A particular Respondent Team Member may participate in more than one aspect of the Project, and thus may be listed in more than one Table. If the Respondent Team is structured differently than the Tables at Appendix A suggest, modify the Tables to conform to your Team plans.
- B34.3 Indicate the Member Lead for each of the entities or groups of entities responsible for design-construction, maintenance, financing and for the Project Lead aspects of the Project.
- B34.4 No Member is to be listed as part of a Respondent Team unless it has formally consented in writing to being so listed.
- B34.5 Any prospective Respondent Team Member under consideration which has not formally committed to being part of the Respondent Team is not to be mentioned in the Respondent's submission unless:
- (a) The submission expressly indicates that the prospective Respondent Team Member is under consideration but has not formally been accepted by the Respondent and/or has not formally committed to being part of the Respondent Team; and
 - (b) The prospective Respondent Team Member has consented in writing to being so mentioned in the Respondent's RFQ submission.
- B34.6 Upon request, any written consent relied upon by a Respondent in its submission is to be provided to the City.

Key Individuals

- B34.7 Identify the Key Individuals who will lead each Respondent Team Member on the Project by, at minimum, completing all Tables provided in Appendix A. As indicated by those Tables, Key Individuals must be separately listed for each Member of the Respondent Team to be responsible for the following aspects of the Project:
- (a) Design-construction;
 - (b) Maintenance;
 - (c) Financing; and
 - (d) Project Lead.

- B34.8 A particular Key Individual may be part of more than one Member of the Respondent Team, and thus may be listed in more than one Table. Modify Tables if necessary to suit the intended structure of the Respondent Team.
- B34.9 For each Key Individual, indicate the probability that the Key Individual will be available as needed throughout the Project. Where appropriate, identify a proposed back-up or replacement for a Key Individual, and include the same information as if that back-up or replacement were a Key Individual.
- B34.10 Where a Key Individual is part of more than one Member of the Respondent team, the pertinent experience and qualifications of that Key Individual is to be listed in each applicable Table.

Collective Experience

- B34.11 Indicate past experience of Respondent Team Members or Key Individuals participating together in a DBFM or similar projects, including results achieved, lessons learned, relationships forged and synergies produced that are anticipated to be advantageous for the Project.

Substitutions on Respondent Team

- B34.12 If following submission of a response to this RFQ, a Respondent becomes aware that any of its Team Members or Key Individuals will be unable or is likely to be unable to participate in the Project, the Designated Representative is to be promptly notified with an indication of a proposed substitute Team Member or Key Individual. Failure to promptly provide such notification may result in disqualification of the Respondent from the RFQ process and, if the City becomes aware of breach of this provision after the RFP has issued, the Proponent may be disqualified from the RFP process.

B35. EXPERIENCE AND QUALIFICATIONS (TAB E)

Respondent Team Members

- B35.1 Further to B30.1(e), describe the experience and qualifications of each Respondent Team Member pertinent to the Project by, at minimum, completing all Tables in Appendix A. As indicated by those Tables, the experience of Respondent Team Members is to be separately listed for each aspect of the Project, namely:
- (a) Design-construction;
 - (b) Maintenance;
 - (c) Financing; and
 - (d) Project Lead.
- B35.2 Where a Respondent Team Member is part of more than one Member of the Respondent Team, the pertinent experience and qualifications of that Member are to be listed in each applicable Table.

Key Individuals

- B35.3 Describe for each Key Individual his/her experience and qualifications pertinent to the Project by, at minimum, completing all Tables in Appendix A. As indicated by those Tables, the experience and qualifications of Key Individuals is to be separately for the Team Members responsible for:
- (a) Design-construction;
 - (b) Maintenance;
 - (c) Financing; and
 - (d) Project Lead.

Reference Checks

B35.4 Reference checks will not be restricted to only those submitted by the Respondent, and may include organizations representing Persons known to have done business with the Respondent Team Member or Key Individual.

B36. MANAGEMENT PLAN (TAB F)

B36.1 Further to B30.1(f), describe your plan for structuring and governing the Respondent Team through the RFP stage, during the design-construction phase of the Project and for the maintenance period, having specific regard to:

- (a) the organizational structure implemented or to be implemented by your Team (ie: consortium, partnership, limited partnership, etc);
- (b) which Respondent Team Member(s) or Key Individual(s) will serve as Project Lead for the Respondent Team exercising the 'directing mind and will' of the Respondent Team;
- (c) decision-making on behalf of the Respondent Team, both during the RFP stage and beyond;
- (d) contractual relationships among Respondent Team Members;
- (e) risk and responsibility allocations among Respondent Team Members;
- (f) intended approach to financing risks including plan for coverage of traditional insurance exposures;
- (g) permitted communications with media, the public, and communications with the City and other stakeholders; and
- (h) any other pertinent information regarding the organization, management and coordination of Team Members and Key Individuals making up the Respondent Team.

B36.2 Organization charts for each stage of the Project are to be included with the Submission.

B37. FINANCING PLAN (TAB G)

Financial Condition

B37.1 Further to B30.1(g), describe the Respondent Team's capacity and plan for financing of the Project, having specific regard to:

B37.1.1 Each Respondent is to provide the following information for the financing Member of the Respondent Team using one of the methods provided below:

- (a) A current credit rating report from Standard & Poor's, Moody's Investor Services, Fitch Ratings or Dominion Bond Rating Service; or
- (b) In lieu of a credit rating report from one of the above noted rating agencies, the following financial information (collectively the 'Financial Information'):
 - (i) Copies of the annual audited financial statements for the last three (3) fiscal years for which audited financial statements have been prepared;
 - (ii) Copies of unaudited financial statements or similar financial information for subsequent fiscal years and the current year;
 - (iii) Copy of the most recent annual report, if available;
 - (iv) Details of any material off-balance sheet financing arrangements currently in place;
 - (v) Details of any material events that may affect financial standing which have arisen since the last annual or interim financial statements provided; and
 - (vi) Details of any bankruptcy, insolvency, company creditor arrangement, major litigation in excess of \$10 million, or other insolvency proceeding in the last three (3) fiscal years, plus the current year.

- (c) The Respondent must submit, within three (3) Business Days of a request from the Designated Representative, such additional information about the financial condition of the financing member of the Respondent Team, as the Designated Representative may reasonably request.

Financial Capacity

- B37.1.2 Each Respondent must demonstrate the capacity to access a minimum of \$65 million of debt or equity capital in a timely manner for the purposes of financing capital design and construction obligations over the Maintenance Term of the Project and confirm that any other committed or proposed projects will not impair the capacity to access this minimum capital requirement. Accordingly, each Respondent should provide the following information respecting the financing Member of the Respondent Team:
- (a) A current letter of reference from a bank or other licensed financial institution that confirms length of time the financing Member of the Respondent Team has been a client, and details of the relationship, and support in meeting the financial criterion set out above; and
 - (b) Any known or committed participation in construction projects to occur over the next 5 years, addressing the impact on its ability to raise capital for the Project.

Track Record and Experience

- B37.1.3 Respondents will be evaluated on the extent to which they demonstrate a successful track record of equity investment and borrowing for infrastructure projects that are of the scope and magnitude of the Project (e.g. a minimum of \$65 million of debt or equity) The financing Member of the Respondent's Team is therefore requested to identify a minimum of two (2) project examples where its financing capabilities, approaches and experience were relevant to the nature and scope of the Project. For each example provide:
- (a) Project name and location (City, Province/State, Country);
 - (b) Client reference (client name, contact name, location, phone number, and e-mail address);
 - (c) Project description (including start and completion dates) and current status;
 - (d) The method of delivery (e.g. conventional, design-build, public-private-partnership, etc);
 - (e) The organizational structure of the delivery team;
 - (f) Project capital cost;
 - (g) Role in providing, arranging, or securing financing for the construction project;
 - (h) A summary of the amounts, term, and types of financing raised (including the risk capital contributed), and disclosure of any incidents of default;
 - (i) Key individuals and their respective roles;
 - (j) Relevance to the design, construction or maintenance components of the present Project;
 - (k) Any history of litigation; and
 - (l) Any further information that will assist in evaluating the RFQ Submission.

Approach

- B37.1.4 Respondents will be evaluated on the extent to which they demonstrate an ability to provide capital for the Project using an approach that is consistent with a DBFM project model under availability based payment mechanism. The Respondent is therefore requested to outline:
- (a) The types of risk capital funder(s) that may be used (for example, banks, life insurance companies, pension funds, construction companies and facilities management

providers) and their anticipated involvement (for example, percentage of risk capital, debt or equity funding and involvement for the duration of the Project);

- (b) Any potential role of a financial advisor in arranging financing and their intended approach to achieving financial close;
- (c) Intended approaches to innovative financing transaction structures to achieve added value for money, including benchmarking and other efforts to ensure reduced financing costs; and
- (d) Intended approach to securing performance levels during construction and the Maintenance Term to meet the requirements of the Project lenders and the City including preliminary analysis of the ability of other Respondent Team Members to provide reasonable and adequate security in various forms including Letters of Credit, surety bonds, etc.

Non Disclosure Agreement

B37.2 Respondents wishing to submit a non-disclosure agreement related to their audited financial statements must enclose the financial statement in a sealed envelope with the non-disclosure agreement attached to the outside. If the Evaluation Committee, in its sole discretion, determines that the non-disclosure agreement is unacceptable, the Respondent will be so advised. If the matter cannot be resolved in a timely manner, the Respondent may be disqualified from the RFQ process.

B38. DESIGN/CONSTRUCTION PLAN (TAB H)

B38.1 Further to B30.1(h), describe the Respondent Team's plan for the design and for construction of the Project, having specific regard to:

- (a) any pertinent information regarding the intended organization, management and coordination of the Respondent Team Member(s) responsible for design and construction;
- (b) design management, roadway design, grade separation (underpass/overpass), culverts, drainage design, and utilities design;
- (c) construction management, grading, surfacing, utilities and underground work, and grade separation (underpass/overpass) and culverts construction;
- (d) quality management, quality control and quality assurance;
- (e) safety;
- (f) environmental approvals and management;
- (g) whole-life management;
- (h) any specifically intended innovative approaches to design or construction;
- (i) how the Respondent Team proposes to deliver cost certainty; and
- (j) traffic management plan.

Safety – Compliance with The Workplace Safety & Health Act (Manitoba)

B38.2 Indicate how the Respondent Team Member responsible for construction and acting as Prime Contractor for purposes of The Workplace Safety & Health Act (Manitoba), intends to implement a workplace safety and health program that meets the requirements of Act (Manitoba). The City requires either a valid Certificate of Recognition (COR) recognized in Manitoba or a letter/report from an independent reviewer that confirms compliance with Manitoba legislative requirements. Reviewer template and a list of reviewers acceptable to the City are available on the City's website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

B39. MAINTENANCE PLAN (TAB I)

B39.1 Further to B30.1(i), describe the Respondent Team's plan for the maintenance of the Project for thirty (30) years following completion of the Project design-construction phase, having specific regard to:

- (a) any pertinent information regarding the intended organization, management and coordination of the Respondent Team Member(s) responsible for maintenance;
- (b) routine maintenance, grade separation (underpass/overpass) and culverts management, roadway and corridor whole-life management, traffic management (pedestrian, vehicular and rail);
- (c) public safety;
- (d) rehabilitation;
- (e) quality control;
- (f) environmental management;
- (g) any specifically intended innovative approaches to maintenance; and
- (h) how the Respondent Team intends to deliver a measure of cost certainty over the Maintenance Term of the Project.

B40. APPENDIX A (TAB J)

B40.1 Further to B30.1(j), the Respondent shall complete and submit all tables in Appendix A.

B41. RESPONDENTS' COSTS AND EXPENSES

B41.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B42. EVALUATION CRITERIA

B42.1 Respondents will have their Submissions evaluated in accordance with the criteria and weight factors indicated in the Evaluation Matrix below:

EVALUATION CATEGORY	WEIGHTING (%)	PASS THRESHOLD
<p>(a) Project Lead</p> <p>(i) Organization, Competitive Advantage and Management Plan;</p> <p>(ii) Experience and Qualifications of Project Lead;</p> <p>(iii) Experience and Qualifications of Key Individual(s).</p>	<p>25</p> <p>10</p> <p>10</p> <p>5</p>	<p>15</p>
<p>(b) Design/Construction Team Member of Respondent Team</p> <p>(i) Organization and Plan</p> <p>(ii) Team Members' Experience & Qualifications</p> <p>(iii) Key Design Individuals' Experience & Qualifications</p> <p>(iv) Key Construction Individuals' Experience & Qualifications</p>	<p>30</p> <p>10</p> <p>10</p> <p>5</p> <p>5</p>	<p>18</p>
<p>(c) Maintenance Member of Respondent Team</p> <p>(i) Organization and Plan</p> <p>(ii) Team Members' Experience & Qualifications</p> <p>(iii) Key Individuals' Experience & Qualifications</p>	<p>20</p> <p>10</p> <p>5</p> <p>5</p>	<p>12</p>
<p>(d) Financing Member of Respondent Team</p> <p>(i) Financing Approach and Plan</p> <p>(ii) Financial Condition</p> <p>(iii) Financial Capacity</p> <p>(iv) Track Record and Experience</p>	<p>25</p> <p>5</p> <p>10</p> <p>5</p> <p>5</p>	<p>15</p>
Total	100	60

Evaluation Committee

B42.2 An Evaluation Committee made up of individuals appointed by the City's Project Team will review and evaluate all submissions received and will make appropriate recommendations to the City's Project Team. Based on those recommendations, not more than four (4) Respondents will be qualified to proceed to the RFP stage of this procurement process.

Template Version: RFQ020080715 - Main RFQ

Basis of Evaluation

- B42.3 Further to B42.1, Respondents will be evaluated primarily on the basis of their RFQ submissions, including any additional clarifications or information supplied pursuant to requests from the Evaluation Committee. In addition, the Evaluation Committee may have regard to information received from any source that the Evaluation Committee considers reliable, including but not limited to:
- (a) information and opinions supplied by the City's advisors;
 - (b) banking and reference checks (to which banking and reference checks Respondents and their relevant Team Members shall be deemed to have consented by the Respondent's submission in response to this RFQ).

Pass/Fail Thresholds

- B42.4 In order for a Respondent to be considered qualified, its Submission must obtain a minimum of 60% of the points for each Evaluation Category. Not more than four (4) of the highest scoring Respondents meeting all pass thresholds set out in the Evaluation Matrix above will be selected to proceed to the RFP stage of this procurement process.

Eligibility Criteria

- B42.5 Any Respondent whose submission does not meet one or more of the eligibility criteria described below shall be considered ineligible and shall be automatically rejected:
- (a) The submission must be received at the place indicated in this RFQ by the Submission Deadline.
- B42.6 Any other error or omission respecting the submission will not result in rejection of the submission, provided that the Respondent rectifies such error or omission at the request of and to the satisfaction of the Evaluation Committee within a maximum of three (3) Business Days from such request.

Clarifications and Interviews

- B42.7 The Evaluation Committee may request that a Respondent provide clarification or explanatory information in relation to its submission to this RFQ.
- B42.8 The Evaluation Committee may request one or more meetings with a Respondent to obtain explanations or clarifications for aspects of its submission.
- B42.9 The Evaluation Committee may, in its sole discretion, interview any or all Respondents during the evaluation process. The Fairness Advisor shall be entitled to attend any such meetings with individual Respondents.

B43. CITY PRIVILEGES RESERVED

- B43.1 The City has full power to conduct an independent verification of information in any submission received and generally pertaining to the qualifications and experience of the Respondent, Members of its Team and Key Individuals named.
- B43.2 Issuance of this RFQ does not oblige the City to short-list or to award a contract to any party whatsoever, nor does this RFQ constitute an offer to enter into a contract with any party whatsoever.
- B43.3 The City reserves the right and the full power to give notice in writing of any change to its Designated Representative, amend the dates, schedules, limits and Scope of the Project and any contract awarded, or to reject any and all submissions, to cancel this RFQ or the Project, to launch a new or amended procurement process, to decide that it will not issue the Request for Proposals, without incurring any liability in respect of costs or damages incurred by any Respondent or Member of a private sector team. Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

Template Version: RFQ020080715 - Main RFQ

B43.4 The City reserves the right, and the full power, to exclude or authorize the correction of any irregularity appearing in any submission to this RFQ and to request clarifications or supplementary information respecting any submission.

B43.5 The City reserves the right to disqualify any Respondent whose submission, in the opinion of the City, contains false or misleading information.

B44. NO RECOURSE

B44.1 No recourse or legal action may be taken against the City, its representatives or advisors for any reason whatsoever relating to the exercise of rights and powers described in B43 above, or for any reason whatsoever that may arise from the preparation, submission or receipt of a submission made to this RFQ.

B45. DEBRIEFING

B45.1 Following the conclusion of the RFQ process, Respondents will be provided with information related to the evaluation of their Submission upon written request to the Designated Representative.

APPENDICES

APPENDIX A - SUBMISSION TABLES

Template Version: RFQ020080715 - Main RFQ

Table 1 – Contact Organization and Contact Individual

Name of Respondent/Respondent Team	
Contact Organization Mailing Address	Address: City: Province/State: Country: Postal Code:
Contact Organization Telephone Number	
Contact Organization Fax Number	
Contact Organization E-Mail Address	
Contact Organization Web-site Address	
Contact Individual - Name (state)	
Title	
Company	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	

Template Version: RFO020080715 - Main RFO

E-mail Address	
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Template Version: RFQ020080715 - Main RFQ

Table 2 – Respondent Team Members

By Scope	Team Member (Company/Firm Name(s))	Indicate Lead by Scope	Primary Role and Responsibility	Lead Key Individuals (Name and Title) for each Company/Firm
Design-Construction				
•				
•				
Maintenance				
•				
•				
Financing				
•				
•				
Project Lead				
•				
•				

Table 3– Design-Construction Member(s) of Respondent Team – Name(s) and Role(s)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Web-site Address	
Lead Key Individual	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Design-Construction Member(s) of Respondent Team	

Table 4 – Design-Construction Member(s) of Respondent Team - Legal Status

Design-Construction Team Member: _____

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registration No.	
Year of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
For Privately Held Corporation Provide Director List	
For Subsidiary Corporation Provide Name of Parent Company(ies)/Holding Company(ies) and organizational chart showing Parent Company(ies)/Holding Company(ies) and subsidiary and affiliate companies.	

NOTE: If more than one firm or legal entity forms the Respondent's Design-Construction Team, identify their Lead(s), provide requested particulars for each such entity and make clear how they will be organized within the Respondent Team.

Table 5 –Maintenance Member(s) of Respondent Team – Name(s) and Role(s)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Web-site Address	
Lead Key Individual	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Maintenance Member(s) of Respondent Team	

Table 6 –Maintenance Member(s) of Respondent Team - Legal Status

Maintenance Team Member(s) _____

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registration No.	
Year of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
For Privately Held Corporation Provide Director List	
For Subsidiary Corporation Provide Name of Parent Company(ies)/Holding Company(ies) and organizational chart showing Parent Company(ies)/Holding Company(ies) and subsidiary and affiliate companies.	

NOTE: If more than one firm or legal entity forms the Maintenance Member of the Respondent's Team, identify their Lead and provide requested particulars for each such entity and make clear how they will be organized within the Respondent Team.

Table 7 – Financing Member of Respondent Team - Name and Role

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Web-site Address	
Lead Key Individual	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Financing Member of Respondent Team	

Table 8 – Financing Member of Respondent Team - Legal Status

Financing Member _____

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registration No.	
Year of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
For Privately Held Corporation Provide Director List	
For Subsidiary Corporation Provide Name of Parent Company(ies)/Holding Company(ies) and organizational chart showing Parent Company(ies)/Holding Company(ies) and subsidiary and affiliate companies.	

NOTE: If more than one firm or legal entity forms the Financing Member of the Respondent Team, identify their Lead and, provide requested particulars for each such entity and make clear how they will participate in the Respondent Team.

Table 9 – Project Lead for Respondent Team - Member Name and Role

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Web-site Address	
Lead Key Individual	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Project Lead for Respondent Team	

Table 10 – Project Lead for Respondent Team - Legal Status

Project Lead _____

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registration No.	
Year of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
For Privately Held Corporation Provide Director List	
For Subsidiary Corporation Provide Name of Parent Company(ies)/Holding Company(ies) and organizational chart showing Parent Company(ies)/Holding Company(ies) and subsidiary and affiliate companies.	

NOTE: If more than one firm or legal entity forms the Financing Member of the Respondent Team, identify their Lead and, provide requested particulars for each such entity and make clear how they will participate in the Respondent Team.

Table 15 – Design-Construction Member of Respondent Team - Member’s Experience

Design-Construction Team Member(s) _____

Past Project Names / Descriptions	Client Reference (Client Name, Contact Name, Phone Number, Fax, E-mail)	Design-Construction Team Member’s role On Past Projects	Past Project Capital Values and Overall Net Present Values	Names of Design – Construction Lead Team Members on Each Past Project
Three relevant project within the past two years				
Three other relevant projects:				

Table 16 – Maintenance Member of Respondent Team – Member’s Experience

Maintenance Team Member(s) _____

Past Project Names / Descriptions	Client Reference (Client Name, Contact Name, Phone Number, Fax, E-mail)	Maintenance Team Member’s Role on Past Projects	Past Project Capital Values and Overall Net Present Values	Names of Maintenance Lead Team Members on Each Past Project
Three relevant project within the past two years				
Three other relevant projects:				

Table 17 – Financing Member of Respondent Team - Member’s Experience

Financing Team Member _____

Past Project Names / Descriptions	Client Reference (Client Name, Contact Name, Phone Number, Fax, 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 Each Past Project	Names of Financing Lead Team Members on Each Past Project
Three relevant project within the past two years					
Three other relevant projects::					

Table 18 – Project Lead for Respondent Team - DBFM Experience

Project Lead Team Member _____

Past DBFM Project Names / Descriptions	Client Reference (Client Name, Contact Name, Phone Number, Fax, E-mail)	Project Lead Team Member Role on Past DBFM Projects	Past DBFM Project Capital Values and Overall Net Present Values	Date of Financial Close and Construction Completion for Each Past DBFM Project
Three relevant project within the past two years				
Three other relevant projects:				

APPENDIX B - PRELIMINARY RISK MATRIX

Risks and Responsibilities	Private Sector	City of Winnipeg
Acquisition of Project Site and Lay-down Areas		X
Existing Soil Contamination		X
Environmental Permits/Authorizations	X	
Environmental Contamination Resulting from Project Construction	X	
Canadian Transportation Act Clearance	X	
Specification of minimum standards for Works		X
Specification of minimum standards for Maintenance Services		X
Specification of Minimum Hand-back Conditions for Upgraded Works		X
Geotechnical Assessments of Site	X	
Assessment of Viability/Longevity of Existing Intersections	X	
Latent Defects in all New Components of the Works	X	
Design and Construction of City Approved Concept	X	
Construction Schedule/Delays	X	
Construction Cost Overruns	X	
Relocation of Public Utilities	X	
Financing Project Costs to Commissioning Date	X	
All Traffic Management (detours/local approach roads, pedestrian, vehicular, rail, etc)	X	
Stakeholder Consultation re Traffic Management	X	
Maintenance of Works for Agreed Term	X	
Public Communication re Project		X

APPENDIX C – KEY DEAL PARAMETERS

Summary of Key Deal Parameters

Maintenance /Payout Term:	<ul style="list-style-type: none">• 30 years
Contract Model	<ul style="list-style-type: none">• Design, Build, Finance, Maintain with risk allocation as noted in Risk Matrix
Payment:	<ul style="list-style-type: none">• Availability upon Commissioning Date with consideration for some payment at Substantial Performance• Monthly availability payment commencing on Commission Date.• Hand-back retention to end of Maintenance Term
Early Completion / Liquidated Damages:	<ul style="list-style-type: none">• Consideration may be given to providing incentive to complete the Works ahead of schedule
Performance Security	<ul style="list-style-type: none">• In forms and amounts sufficient to protect the City during each phase of the Project
Snow Clearing during Maintenance Term	<ul style="list-style-type: none">• To be performed by the Maintenance Member of Team

APPENDIX D - NON-DISCLOSURE AGREEMENT

To register, please complete and return this (NDA) by Fax: (204) 947-9155
or by email (pdf format) to: ppaul@winnipeg.ca

TO: The City of Winnipeg
Attn: Preetipal Paul, P. Eng.
Streets Project Engineer

REFERENCE: RFQ 70-2009
Design, Build, Financing & Maintenance
of the Chief Peguis Trail Extension Project
Request for Qualifications from Private Sector Teams

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg, (the "City") related to the City's Chief Peguis Trail Extension **Project RFQ 70-2009**, _____ (company name of the Recipient) agrees as follows:

1. The Recipient acknowledges that their employees or representatives or Team Members may receive information pertaining to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "Information"). Information includes the additional information listed in Appendix F of RFQ No. 70-2009 and made available to Registered Parties through an FTP site, and includes but is not limited to, any of the following:

- (i) Drawings, reports, previous tenders and specifications and conceptual design information related to the Chief Peguis Trail Extension Project;
- (ii) compilations of data, information, or other documents concerning business, methods, practices, and strategies;
- (iii) information deemed sensitive or private under the laws of Manitoba;
- (iv) information about residents of the City;
- (v) confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
- (vi) any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.

The Recipient recognizes that disclosure of the Information to any unauthorized person may expose the City to substantial and irreparable harm, and agrees that, except as directed by the City, they will not at any time disclose any information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Information.

2. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from the Information, together with all documents, notes or other work product which is connected with or derived from the Recipient's interest in the City, whether or not such material is at the date hereof in the Recipient's possession.

3. The Recipient acknowledges that disclosure of any Information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against the Recipient for any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

Template Version: RFQ020080715 - Main RFQ

4. The provisions of this Agreement shall survive indefinitely and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

5. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.

6. This Agreement, RFQ 70-2009 and RFP 70-2009 B (to be issued), contain the entire agreement of the parties relating to the Information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the _____ day of _____, 2008.

Authorized Signature _____

Print Name: _____

Title: _____

Registered Party Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

FTP access information (please check one):

Please email the FTP access information to the above contact

Please email the FTP access information to:

APPENDIX E – AVAILABLE INFORMATION

Chief Peguis Trail Preliminary Design Report

Preliminary Design Study for the Kildonan Corridor Technical Report 1982

APPENDIX F – CONCEPTUAL ALIGNMENT PLAN