



# Request for Qualifications

Design, Build, Finance, Operate & Maintain

The Regina Bypass Project

SaskBuilds Corporation

RFQ Reference Number: SBRBP-RFQ

Issued: May 13, 2014

Closing Date: June 24, 2014

Closing Time: 11:00 a.m., Local Saskatchewan time

## Table of contents

1.	INTRODUCTION.....	3
2.	PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW .....	3
2.1	Overview.....	3
2.2	RFQ Timetable and General Timelines .....	4
2.3	Fairness Advisor .....	4
2.4	Honorarium .....	4
3.	INSTRUCTIONS TO RESPONDENTS .....	5
3.1	Obtaining the RFQ.....	5
3.2	RFQ Documents .....	5
3.3	RFQ Submission Deadline .....	5
3.4	Contact Person .....	6
3.5	Respondents' Meeting .....	6
3.6	Questions / Clarifications .....	6
3.7	Amendments to the RFQ .....	7
3.8	Extension of the RFQ Submission Deadline .....	8
3.9	Process for Revising RFQ Submissions.....	8
3.10	RFQ Submission Property of the Sponsors.....	8
3.11	RFQ Submission Instructions .....	8
3.12	Participation by Team Members on More than One Respondent Team .....	9
4.	CONTENTS OF THE RFQ SUBMISSION .....	9
5.	RFQ EVALUATION PROCESS OVERVIEW .....	10
5.1	Evaluation Process .....	10
5.2	Maximum Number of Shortlisted Proponents.....	10
5.3	Clarifications of RFQ Submissions .....	11
5.4	Respondent Interviews and Reference Checks .....	11
5.5	Pre RFP Financial Submission Confirmation .....	12
5.6	Reporting Material Change.....	12
6.	RFQ EVALUATION CRITERIA.....	13
6.1	Evaluation Criteria Categories .....	13
7.	RFQ PROCESS MATTERS .....	14
7.1	Communications and Public Comment .....	14
7.2	Use of Information .....	15
7.3	Costs and Expenses of Respondents .....	15
7.4	Changes to Respondents, Team Members and Key Individuals .....	16
7.5	Examination and Interpretation of Documents .....	16
7.6	Rights of the Sponsors .....	17
7.7	Power of Legislative Assembly .....	18
7.8	Restriction on Communication Between Respondents .....	19
7.9	Right to Verify .....	19
7.10	Debriefing.....	19
7.11	Conflict of Interest and Ineligible Persons .....	19
7.12	Use of Confidential Information .....	22
7.13	The Sponsors' Discretion and Judgment.....	23
7.14	Freedom of Information, Protection of Privacy & Other Disclosure Requirements .....	24
7.15	Pre-RFP Meetings .....	24
7.16	Legal Matters .....	24
7.17	Definitions .....	25
7.18	Interpretation.....	28

APPENDIX A – RFQ DATA SHEET .....	29
APPENDIX B – RFQ SUBMISSION REQUIREMENTS .....	38
APPENDIX C – RFQ SUBMISSION FORMS .....	56
APPENDIX D – RFQ SUBMISSION CHECKLIST .....	65
APPENDIX E – REQUEST FOR INFORMATION (RFI) FORM.....	67

# 1. INTRODUCTION

(1) This Request for Qualifications (“RFQ”) is in respect of the project described in the RFQ Data Sheet in Appendix A (the “Project”) and is issued by SaskBuilds Corporation (“SaskBuilds”) in conjunction with the Saskatchewan Ministry of Highways and Infrastructure (the “Ministry”). SaskBuilds and the Ministry are collectively referred to as the “Sponsors”.

(2) In this RFQ, all members of a team submitting responses to this RFQ are referred to collectively as the “Respondent” and the Respondent’s submission is referred to as an “RFQ Submission”. Each Respondent shall be represented by a Respondent Representative for the purpose of submitting the Respondent’s RFQ Submission. The Respondent Representative shall have the power and authority to bind all members of the Respondent’s team for the purposes of this RFQ.

(3) This RFQ requires each Respondent to submit the information described in Appendix B - RFQ Submission Requirements (“Appendix B”) and to submit the forms contained in Appendix C - RFQ Submission Forms (“Appendix C”) attached to this RFQ. It is anticipated that Respondents will be required to form consortia or joint ventures in order to submit an RFQ Submission.

(4) The procurement process in respect of the Project will be managed by SaskBuilds. 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 with the the Ministry as the signatory to the Project Agreement. SaskBuilds will not be a party to the Project Agreement.

(5) The Project is proceeding as a design, build, finance, operate and maintain project (“DBFOM”).

## 2. PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW

### 2.1 Overview

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

(a) Stage 1 – RFQ Process

The RFQ stage (the “RFQ Process”) precedes the RFP process described in Section 2.1(b) (the “RFP Process”) and is intended to identify the Shortlisted Proponents that are eligible to participate in the RFP Process (the “Shortlisted Proponents”). The RFQ Process is a standalone and independent stage that begins with issuance of this RFQ and ends when the Shortlisted Proponents are identified by the Sponsors and all Respondents have received notification from the Sponsors as to the results of the RFQ Process.

(b) Stage 2 – RFP Process

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

(c) Stage 3 – Implementation of the Project Agreement

Once the parties have executed the Project Agreement, the Project will proceed in accordance with the terms and conditions of the Project Agreement.

## **2.2 RFQ Timetable and General Timelines**

(1) It is anticipated that this RFQ Process and the Project will be implemented generally in accordance with the estimated timetable set out in the RFQ Data Sheet (the “Timetable”).

(2) All dates and times listed in the Timetable may be subject to change at the discretion of the Sponsors. Any change to a date or time set out in the Timetable with respect to the RFQ Process will be issued by addendum through SaskTenders. Any change to any other dates shall be provided only to Shortlisted Proponents and only through the RFP Process.

## **2.3 Fairness Advisor**

The Sponsors have appointed a Fairness Advisor in respect of the RFQ Process and RFP Process. The name of the Fairness Advisor is set out in the RFQ Data Sheet.

The Fairness Advisor will report to the steering committee established by the Sponsors. The Fairness Advisor will observe the procurement process and report on whether the process described in the procurement documents was followed. The Fairness Advisor will advise the Sponsors as needed and prepare reports on the RFQ Process and the RFP Process.

## **2.4 Honorarium**

(1) The Sponsors will not provide any compensation to Respondents for participating in the RFQ Process.

(2) If the Project proceeds into the RFP Process, the Sponsors anticipate that partial compensation (the “Honorarium”) will be paid in accordance with and subject to specific terms and conditions to be set out in the RFP.

## **3. INSTRUCTIONS TO RESPONDENTS**

### **3.1 Obtaining the RFQ**

(1) Respondents are strongly advised to obtain the RFQ Documents directly from the SaskTenders electronic tendering services (telephone number: (306) 787-6871; web site: [www.sasktenders.ca](http://www.sasktenders.ca)) (“SaskTenders”) to ensure that they receive all issued communications from the Sponsors.

(2) If the Respondent obtains this RFQ in some way other than through the SaskTenders services, the Respondent is solely responsible to ensure that it has received all communications issued by the Sponsors, including all communications in accordance with Sections 3.6, 3.7 and 3.8, and a failure to obtain any such communication is at the sole and absolute risk of the Respondent.

(3) The information supplied in this RFQ represents the best available information at the present stage of the Project. The information is subject to revision and final confirmation by the Sponsors prior to calling for proposals from Shortlisted Proponents for the Project.

### **3.2 RFQ Documents**

This RFQ consists of the following documents (collectively, the “RFQ Documents”):

- (a) Request for Qualifications;
- (b) Appendix A – RFQ Data Sheet;
- (c) Appendix B – RFQ Submission Requirements;
- (d) Appendix C – RFQ Submission Forms;
- (e) Appendix D – RFQ Submission Checklist;
- (f) Appendix E – Request for Information Form; and
- (g) Addenda, if any.

### **3.3 RFQ Submission Deadline**

(1) RFQ Submissions must be received by the Sponsors no later than the date and time set out in the Timetable (the “RFQ Submission Deadline”). Respondents must deliver their RFQ Submissions by hand or courier to the address set out in the RFQ Data Sheet (the “Submission Address”).

(2) The Sponsors will not accept RFQ Submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether the RFQ Submission is submitted before the RFQ Submission Deadline shall be based on the time and date recorded by SaskBuilds at the time of receipt of the RFQ Submission at the Submission Address. It is the sole responsibility of each Respondent to make

sure that its RFQ Submission is delivered to the Submission Address no later than the RFQ Submission Deadline. The RFQ Submissions received after the RFQ Submission Deadline shall be rejected and returned to the Respondent unopened.

### **3.4 Contact Person**

(1) For the purpose of this RFQ Process, the Contact Person and the coordinates of the Contact Person are set out in the RFQ Data Sheet.

(2) 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 communication or delivery is permitted by the terms of this RFQ.

(3) 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. SaskBuilds does not assume any risk or responsibility or liability whatsoever to any Respondent:

(a) for ensuring that any electronic email system being operated for SaskBuilds is in good working order, able to receive emails, or is 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 is received in less than its entirety, within any time limit specified by this RFQ.

### **3.5 Respondents' Meeting**

(1) SaskBuilds and the Ministry intend to hold an information meeting with all Respondents (the "Respondents' Meeting"). The purpose of the Respondents' Meeting will be to provide further information about the Project and RFQ Process and to respond to any immediate questions that Respondents may have. Attendance will be optional. The date, time and location is set out in the RFQ Data Sheet.

(2) Respondents are asked to provide to the Contact Person, by email, a written 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 RFQ Data Sheet. The Sponsors may, in their discretion, limit the number of attendees at the Respondents' Meeting.

### **3.6 Questions / Clarifications**

(1) Respondents may make inquiries only by submitting questions or requests for clarification to the Contact Person by email and in accordance with the instructions set out in the RFQ Data Sheet, no later than the date and time set out in the Timetable. Questions submitted to anyone other than the Contact Person or by any means other than email will not be answered.

(2) Any Respondent that has questions as to the meaning of any part of this RFQ or the Project, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in writing, to the Contact Person in accordance with Section 3.6(1).

(3) At their discretion, the Sponsors may provide all questions or requests for clarification submitted by prospective Respondents, without expressly identifying the originator, along with the Sponsor's answers thereto, to all prospective Respondents through the SaskTenders system.

(4) No oral or written response provided by the Sponsors or their Representatives in connection with this RFQ will be binding on the Sponsors nor will it change, modify, amend or waive the requirements of this RFQ in any way except to the extent such response is contained in an addendum issued in accordance with Section 3.7.

(5) Respondents may also make inquiries on matters they consider to be commercially sensitive or confidential. Respondents must designate such inquiries as "commercially confidential" and submit them in accordance with Section 3.6(1). If the Sponsors agree with the Respondent's designation of an inquiry as commercially confidential, the Sponsors will provide a response to only the Respondent that submitted the commercially confidential inquiry. If the Sponsors do not agree with the Respondent's designation of an inquiry as commercially confidential, it will advise the Respondent of its view, and the Respondent can decide whether to withdraw the question. If the Sponsors determine, in their sole discretion, that an inquiry designated as commercially confidential is of general application or would provide a significant clarification to the RFQ Documents, RFQ Process or the Project, the Sponsors may issue a clarification that deals with the same subject matter.

### **3.7 Amendments to the RFQ**

(1) If the Sponsors, for any reason and in their discretion, determine that it is necessary or desirable to amend the RFQ Documents, any amendment will be provided using SaskTenders in the form of a written addendum numbered for identification purposes. Each addendum will be considered to form an integral part of these RFQ Documents. 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 Documents and any wording in prior addenda.

(2) Respondents should check SaskTenders for any addenda to this RFQ prior to submitting their responses. SaskBuilds shall have no other or further obligation to notify Respondents of addenda to this RFQ.

(3) By submitting a response to this RFQ and by executing Form C-1 – Master Submission Form of Appendix C – RFQ Submission Forms to this RFQ in accordance with the RFQ Submission Requirements, each Respondent acknowledges and warrants that it has received the entire RFQ, including any and all addenda, and that it waives any right to rectification or clarification of any aspect of the RFQ, including any and all addenda.

### **3.8 Extension of the RFQ Submission Deadline**

The Sponsors may, in their discretion, extend the RFQ Submission Deadline for such period of time as the Sponsors, in their discretion, deem appropriate.

### **3.9 Process for Revising RFQ Submissions**

At any time prior to the RFQ Submission Deadline, a Respondent may withdraw and amend its RFQ Submission. A Respondent wishing to amend its RFQ Submission shall withdraw its initial RFQ Submission and replace it with a complete, revised RFQ Submission prior to the RFQ Submission Deadline.

### **3.10 RFQ Submission Property of the Sponsors**

RFQ Submissions will become the property of the Sponsors and will not be returned to the Respondents unless withdrawn pursuant to Section 3.9.

### **3.11 RFQ Submission Instructions**

(1) Respondents shall prepare all RFQ Submissions in English and shall submit, in two separate sealed envelopes:

(a) one bound, signed original marked as "Original" and ten bound copies of:

- (i) all the information required by Appendix B - Table 1 (other than Sections 2.2.1, 2.2.2, 2.2.3 and 2.2.4), including the completed forms required by Appendix C; 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 3.11(1)(a)(i) and marked "Technical Information" on the CD or USB flash drive,

together in a package marked "Technical Information" (the "Technical Information Package"); and

(b) one bound original marked as "Original" and ten bound copies of:

- (i) all information required by Appendix B – Table 1, Sections 2.2.1, 2.2.2, 2.2.3 and 2.2.4; 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 3.11(1)(b)(i)

and marked "Financial Information" on the CD or USB flash drive, together in a package marked "Financial Information" (the "Financial Information Package").

(2) Respondents must include the Technical Information Package and the Financial Information Package together in another sealed package with the name of the Respondent, the name of the Project and the Contact Person's name clearly stated on the exterior of the package.

(3) Respondents should not submit promotional materials as part of their RFQ Submissions and Respondents are strongly encouraged not to submit information that is not required by the RFQ Documents. RFQ Submissions should not rely on links to websites or external reference materials. Respondents are strongly encouraged to be succinct in their RFQ Submissions. If there are page limits set out in Appendix B, the Respondent shall limit its RFQ Submission, or each component of the RFQ Submission, to the maximum number of pages indicated in Appendix B. Respondents are cautioned that, if there are page limits set out in Appendix B, the Sponsors will not review or score pages submitted in excess of the maximum number of pages indicated for such item. For greater clarity, any page limits set out in the RFQ Documents shall apply to all materials submitted by the Respondent in response to the item that is the subject of a page limit, whether submitted in the text of the RFQ Submission or included as an appendix, schedule or other attachment to the RFQ Submission.

(4) An RFQ Submission that is not submitted in a sealed envelope may be rejected by the Sponsors and the Sponsors shall not be under any obligation to return an unsealed RFQ Submission to the Respondent nor to notify the Respondent that the envelope was not sealed.

### **3.12 Participation by Team Members on More than One Respondent Team**

(1) A Prime Team Member of one Respondent, or any Person related thereto, may not be a Team Member (except as a lender in a non-financial advisory role) or otherwise participate in the RFQ Submission of any other Respondent.

(2) For greater clarity, a Team Member of one Respondent is not prohibited from also being a Team Member of another Respondent, provided that it is not:

- (a) a Prime Team Member of any Respondent;
- (b) related to a Prime Team Member of any Respondent; or
- (c) otherwise ineligible to do so.

(3) A Key Individual, or any Person related thereto, may not be involved in the RFQ Submission of more than one Respondent.

## **4. CONTENTS OF THE RFQ SUBMISSION**

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

## 5. RFQ EVALUATION PROCESS OVERVIEW

### 5.1 Evaluation Process

The Sponsors will not open RFQ Submissions publicly. The Sponsors and their Representatives will evaluate the RFQ Submissions in accordance with the following steps:

(a) Step 1:

The RFQ Submissions will be reviewed to determine whether they are substantially complete. The Sponsors may determine, in their discretion, whether the required information and forms have been substantially provided in the RFQ Submission. A Respondent's failure to provide a substantially complete RFQ Submission will result in the RFQ Submission not being evaluated.

(b) Step 2:

The technical evaluation team and financial evaluation team established by the Sponsors will evaluate the Technical Information Package and the Financial Information Package, respectively, of those RFQ Submissions that pass the substantial completeness review. RFQ Submissions will be evaluated and ranked in accordance with the Evaluation Criteria Categories set out in Section 6 to this RFQ.

(c) Step 3:

The technical and financial evaluation teams established by the Sponsors will present their findings from Steps 1 and 2 to an evaluation committee, also appointed by the Sponsors. The evaluation committee will, in coordination with a project steering committee established by the Sponsors, determine which Respondents should be shortlisted for the RFP Process based on the scores arising out of Step 2 of the evaluation process. In the event that there is a tie in the aggregate score among two or more RFQ Submissions in respect of the final Shortlisted Proponent position to be awarded, the Sponsors anticipate that they will give the higher ranking to the Respondent with the higher technical score.

(d) Step 4:

Subject to Section 5.2 and following approval by the Sponsors, the Contact Person will contact all Respondents to inform them whether or not they have been determined to be Shortlisted Proponents, or, if applicable, Reserve Shortlisted Proponents.

### 5.2 Maximum Number of Shortlisted Proponents

(1) The Sponsors intend to shortlist, at a maximum, the number of Shortlisted Proponents set out in the RFQ Data Sheet. However, the Sponsors may, in their discretion and prior to the issuance of the RFP

documents, determine that they would like to increase the number of Shortlisted Proponents (or replace a Shortlisted Proponent that has informed the Sponsors that it does not intend to participate in the RFP Process) by inviting other Respondents, based on their ranking in this RFQ Process (provided such Respondents have achieved the minimum score required by Section 6.1(4)) to be added to the list of Shortlisted Proponents, even if those Respondents were not Shortlisted Proponents in the first instance.

(2) Based on the scores arising from Step 2 of the evaluation process described in Section 5.1(b), the Sponsors may identify one or more Respondent(s) whose score is the next highest ranking behind the Shortlisted Proponents to be a "Reserve Shortlisted Proponent". Prior to or after the issuance of the RFP documents, the Sponsors may, in their discretion, invite one or more Reserve Shortlisted Proponents to participate in the RFP Process.

Prior to being identified as a Shortlisted Proponent under the RFP Process, upon notification by the Sponsors, a Reserve Shortlisted Proponent will be required to:

- (a) confirm in writing in a form satisfactory to the Sponsors that the Reserve Shortlisted Proponent will participate in the RFP Process;
- (b) confirm in writing in a form satisfactory to the Sponsors the matters related to their financing and financial information pursuant to Sections 5.5 and 5.6; and
- (c) confirm in writing in a form satisfactory to the Sponsors the matters related to their Team Members pursuant to Section 7.4.

### **5.3 Clarifications of RFQ Submissions**

(1) During the evaluation of RFQ Submissions, the Sponsors may request that any Respondent provide supplemental information or further clarification of any part of its RFQ Submission. The evaluation of an RFQ Submission will include any clarifications provided in writing in response to questions posed by the Sponsors as well as any other investigations made by the Sponsors. The Sponsors will have the right to verify any information received, including any references, and, for that purpose, the Respondents shall be deemed to consent to and authorize the release of such information to the Sponsors. If required, it may be necessary for a Respondent to attend one or more clarification meetings with the Sponsors.

(2) The Sponsors are under no obligation to request clarification with respect to, or verify, any information in any RFQ Submission, including the clarification or verification of an ambiguity in the RFQ Submission. The Sponsors may, in their discretion, request clarification with respect to, or verify, matters related to none, one or some of the RFQ Submissions.

### **5.4 Respondent Interviews and Reference Checks**

The Sponsors reserve the right to check references provided by Respondents and references other than those provided by Respondents in their RFQ Submissions. The Sponsors also reserve the right to conduct interviews with the Respondents to further understand the Respondent's RFQ Submission and to meet key members of the Respondent's team. The Sponsors may request clarification of a Respondent's

RFQ Submission at an interview and the Sponsors may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 5.3(1). The Fairness Advisor will be invited to attend any interviews and reference checks conducted in accordance with this Section. The Sponsors are under no obligation to check references provided by Respondents or to conduct interviews with the Respondents.

## **5.5 Pre RFP Financial Submission Confirmation**

Prior to the issuance of the RFP documents, the Sponsors may, in their discretion, request any Respondent to confirm that there have been no material changes to the information submitted by the Respondent in response to the RFQ Submission Requirements set out in Section 2.2.1, 2.2.2, 2.2.3 or 2.2.4 of Table 1 of Appendix B to this RFQ. If there have been any material changes to the submitted information, the Respondent shall provide details of such changes in accordance with any requirements the Sponsors may impose at that time. The Sponsors shall evaluate the information submitted by the Respondents in accordance with the Evaluation Criteria set out in Section 2.2.1, 2.2.2, 2.2.3 or 2.2.4 of Table 1 of Appendix B to this RFQ and may revise the Respondent's score and ranking to reflect the results of the evaluation. If a Respondent's revised score results in a change in its ranking, the Sponsors may, in their discretion, invite other Respondents, based on their ranking in this RFQ Process (provided such Respondents have achieved the minimum score required by Section 6.1(4)), to be added to the list of Shortlisted Proponents and replace the Respondent whose score was re-evaluated under this Section 5.5, even if those Respondents were not Shortlisted Proponents in the first instance.

## **5.6 Reporting Material Change**

During the time period until the issuance of the RFP documents, the Shortlisted Proponents shall submit immediately to the Sponsors information pursuant to the RFQ Submission Requirements set out in Sections 2.2.1, 2.2.2, 2.2.3 and 2.2.4 of Table 1 of Appendix B to this RFQ either (i) upon the occurrence of a material change to the information previously submitted by the Respondent in response to the RFQ Submission Requirements set out in Sections 2.2.1, 2.2.2, 2.2.3 and 2.2.4 of Table 1 of Appendix B to this RFQ, or (ii) from time to time upon the Sponsors' request. The Sponsors shall evaluate the information submitted by the Respondents in accordance with the Evaluation Criteria set out in Sections 2.2.1, 2.2.2, 2.2.3 and 2.2.4 of Table 1 of Appendix B, and may revise the Respondent's score and ranking to reflect the results of the evaluation. If a Shortlisted Proponent's revised score results in a change in its ranking, the Sponsors may, in their discretion invite other Respondents, based on their ranking in this RFQ Process (provided such Respondents have achieved the minimum score required by Section 6.1(4)), to be added to the list of Shortlisted Proponents, and replace the Respondent whose score was re-evaluated under this Section 5.6 even if those Respondents were not Shortlisted Proponents in the first instance.

## 6. RFQ EVALUATION CRITERIA

### 6.1 Evaluation Criteria Categories

(1) An RFQ Submission that has passed the substantial completeness review will be subjected to a scoring evaluation based on the following Evaluation Criteria Categories, further details of which are set out in Appendix B – RFQ Submission Requirements to this RFQ:

- (a) Section 2.1 of Table 1 of Appendix B - Developer's Approach to Project Partnering and Development;
- (b) Section 2.2 of Table 1 of Appendix B - Financial and Financing Information
- (c) Section 3.0 of Table 1 of Appendix B - Design and Construction Approach and Experience;
- (d) Section 4.0 of Table 1 of Appendix B – Operation, Maintenance and Rehabilitation Management Capability and Experience.

(2) The weightings for the Evaluation Criteria Categories in this RFQ Process are set out in the RFQ Data Sheet. The Evaluation Criteria are set out in Appendix B. A score will be assigned to each point of information requested.

(3) The evaluation teams will evaluate each RFQ Submission on the extent to which it meets or exceeds the Evaluation Criteria and meets or exceeds any other requirements of this RFQ.

(4) Respondents must receive a minimum score of at least 60 percent of the available points for each of the following:

- (a) Section 2.1 of Table 1 of Appendix B (Developer's Approach to Project Partnering and Development) (minimum of 60% of available points);
- (b) Section 2.2 of Table 1 of Appendix B (Financial and Financing Information) (minimum 60% of available points);
- (c) Section 3.1 of Table 1 of Appendix B (Design Approach and Experience) (minimum of 60% of available points);
- (d) Section 3.2 of Table 1 of Appendix B (Construction Approach and Experience) (minimum of 60% of available points); and
- (e) Section 4.0 of Table 1 of Appendix B (Operation, Maintenance and Rehabilitation Management Capability and Experience) (minimum of 60% of available points).

Failure to achieve this minimum score in any of the above circumstances may prevent a Respondent from proceeding further in the evaluation process set out in Section 5.1.

(5) In the event that fewer than three Respondents are able to meet all of the requirements set out in Section 6.1(4), the Sponsors may, in their discretion, waive the minimum score.

## **7. RFQ PROCESS MATTERS**

### **7.1 Communications and Public Comment**

(1) Neither Respondents nor their Representatives or Team Members 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 Sponsors' prior written consent, which consent may be arbitrarily withheld or delayed; or
- (b) engage in any way whatsoever in any form of political or other lobbying to influence the outcome of this RFQ Process.

(2) In the event of any lobbying or communication by a Respondent in contravention of Section 7.1(1), the Sponsors may, in their discretion and at any time, prohibit a prospective Respondent from submitting an RFQ Submission or reject the RFQ Submission submitted by that Respondent in this RFQ Process, without further consideration. The Sponsors may, as an alternative to the rejection of an RFQ Submission or the related prospective Respondent impose such conditions on that Respondent's continued participation in the RFQ Process and any subsequent procurement process as the Sponsors, in their discretion, may consider in the public interest or otherwise appropriate.

(3) Other than as expressly permitted or required in this RFQ, any attempt on the part of any Respondent or any of its Representatives or Team Members to contact, or any contact of, any of the following persons, directly or indirectly, with respect to this RFQ, may lead to disqualification of a Respondent or rejection of an RFQ Submission:

- (a) any person at any of the Sponsors, other than the Contact Person;
- (b) any member of an evaluation team or the evaluation committee;
- (c) any expert or advisor assisting the Sponsors, an evaluation team or the evaluation committee;
- (d) any member of the Provincial Cabinet or the staff of any such member;
- (e) any member of the Premier's Office or Executive Council Office;

- (f) any staff, contractor, agent or representative of the Ministry of Finance, including the Minister's Office;
- (g) any Government member of the Provincial Legislature;
- (h) any other Respondent or Representative thereof (except Team Members that are part of more than one Respondent); or
- (i) any other additional party named in the RFQ Data Sheet.

## **7.2 Use of Information**

(1) These RFQ Documents may not contain all of the information that a Respondent may need in deciding whether to submit an RFQ Submission.

(2) The Sponsors and their Representatives shall not be liable for any information or advice or any errors or omissions that may be contained in these RFQ Documents or the addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to these RFQ Documents or otherwise with respect to the Project.

(3) The Sponsors and their 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 accuracy or completeness of these RFQ Documents or any addenda, appendices, data, materials or other documents and the Sponsors and their Representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of these RFQ Documents or any addenda, appendices, data, materials or other documents provided, delivered or made available by the Sponsors or their Representatives.

(4) Each Respondent is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the Project, the RFQ Documents, the RFQ Process and any addenda, appendices, data, materials or other documents provided, delivered or made available or required by the Sponsors or their Representatives.

## **7.3 Costs and Expenses of Respondents**

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

(2) Neither the Sponsors nor their Representatives will be liable to pay any costs or expenses of any Respondent or prospective Respondent or to reimburse or compensate a Respondent or prospective Respondent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all RFQ Submissions or if the Sponsors decide not to proceed with the Project.

## **7.4 Changes to Respondents, Team Members and Key Individuals**

(1) Except as provided in Sections 7.4(2) and 7.4(3), the Respondent is not permitted to change its Team Members or Key Individuals after the RFQ Submission Deadline without the Sponsors' prior written consent. If there is any change in the Team Members or Key Individuals of a Respondent, a change in Control of any Team Member or a material change to any Team Member after an RFQ Submission has been submitted, and such change was beyond the control of the Respondent and the applicable Team Member, the Respondent must provide written notice to the Sponsors within five business days after such change. The Sponsors may, in their discretion, disqualify any such Respondent and/or reject the RFQ Submission of any such Respondent if the Sponsors, in their discretion, consider that the change may have a material adverse impact on the Respondent's RFQ Submission. If the Sponsors determine that the Respondent will not be disqualified, the Sponsors may, in their discretion, permit the Respondent to propose a substitution for the applicable Team Member or Key Individual.

(2) Respondents are cautioned that for those Shortlisted Proponents that have been invited to participate in the RFP Process, the Sponsors will not allow any changes to Prime Team Members, additional Prime Team Members, Key Individuals or material changes to the roles or scope of work to be performed by any Prime Team Members, without the Sponsors' prior written consent. Without limiting the foregoing, the Sponsors may 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, deletion, or change in the Team Members. However, any request for written confirmation shall in no way be seen as acceptance of or condoning by the Sponsors of a Shortlisted Proponent's request to add, delete or change a Team Member and will not impair the Sponsors' right to disqualify any such Shortlisted Proponent from participation in the RFP Process.

(3) The Sponsors may, in their discretion, require the Respondent to remove and/or replace any Team Member and/or Key Individual pursuant to Sections 7.6(1) (f), 7.6(3) and 7.11(5). Any such replacement Team Member and/or Key Individual is at the Sponsors' sole discretion and shall require the Sponsors' prior written consent.

(4) In exercising their discretion pursuant to this Section 7.4, the Sponsors may have reference to the Evaluation Criteria Categories set out in the RFQ Documents and such other criteria as the Sponsors may consider relevant.

## **7.5 Examination and Interpretation of Documents**

(1) Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, and any conditions that may in any way affect its RFQ Submission.

(2) Information offered to Respondents in respect of this RFQ from sources other than SaskTenders or the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

## 7.6 Rights of the Sponsors

(1) Notwithstanding anything else in the RFQ Documents, the Sponsors have the right, at any time and in their discretion,

- (a) to consider, in the evaluation of RFQ Submissions any instances in the last 5 years:
  - (i) where the Respondent or any Team Member has been disqualified from any other procurement process as the result of any convictions related to inappropriate bidding practices or unethical behaviour or where a Respondent or Team Member or any of their Affiliates has been convicted or incurred any administrative penalties or liability related to inappropriate bidding practices or unethical behaviour in relation to a public or broader public sector tender or procurement in any Canadian or other jurisdiction; or
  - (ii) where the Respondent, or any Team Member or any Key Individual has been the subject of an adverse ruling or conviction involving fraud, fraudulent misrepresentation or professional conduct.
- (b) to consider, in the evaluation of the RFQ Submissions, any instances of poor performance of a Respondent, Team Member or Key Individual, or any other unfavourable experiences with any of them, of which any of the Sponsors or any of the Sponsors' Representatives is aware;
- (c) to change the dates, schedule, deadlines, process and requirements described in the RFQ Documents;
- (d) to waive non-compliance by any Respondent, Team Member or Key Individual with any of the requirements of this RFQ;
- (e) to accept or reject any or all RFQ Submissions;
- (f) to disqualify any Respondent and/or require the Respondent to remove and/or replace any Team Member and/or Key Individual pursuant to Section 7.4 of the RFQ:
  - (i) that does not meet the requirements of this RFQ, including for a contravention of any prohibition or requirement that is set out in this RFQ in respect of the conduct of Respondents, Team Members and/or Key Individuals; or
  - (ii) where such Respondent, Team Members and/or Key Individuals have any economic or other interest(s) which are, or could reasonably be perceived to be, contrary to the objectives of the Project, whether or not such interest(s) comprise a Conflict of Interest;
- (g) to change the limits, scope and details of the Project;

- (h) to reissue the same RFQ or a different request for qualifications document in relation to the Project;
- (i) to cancel this RFQ or the Project, without incurring any liability for costs and damages incurred by any Respondent;
- (j) to elect not to proceed with the Project for any reason whatsoever, without incurring any liability for costs and damages incurred by any Respondent; or
- (k) to reject the RFQ Submission of any Respondent, disqualify any Respondent or otherwise elect not to proceed further in the procurement process with any Respondent, including after notifying such Respondent of the results of the RFQ Process, if that Respondent has been named as a Shortlisted Proponent, in each case, without incurring any liability for costs and damages incurred by any Respondent.

(2) Without limitation to any other rights of the Sponsors hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Sponsors may, in their sole discretion impose at any time on any or all Respondents and/or any Team Members additional conditions, requirements or measures, including without limitation, a requirement that any or all Respondents and/or any Team Members at any time during the RFQ Process or RFP Process provide the Sponsors with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Respondent and all Team Members with such policies, processes and controls.

(3) Further to Section 7.6(2), and in the event that any Respondent and/or Team Member:

- (a) fails to comply with any requirement prescribed by the Sponsors pursuant to Section 7.6(2); or
- (b) complies with Sponsors' requirement as prescribed in accordance with Section 7.6(2), but the Sponsors determine that any Respondent and/or Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour, the Sponsors shall have the right, at any time and in their sole discretion, to reject and not consider an RFQ Submission from a Respondent, or pursuant to Section 7.4(3) require the Respondent to remove and/or replace any Team Member.

## **7.7 Power of Legislative Assembly**

Respondents are advised that no provision of this RFQ (including a provision stating the intention of the Sponsors) 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 the Legislative Assembly of Saskatchewan in the exercise of its legislative powers.

## **7.8 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 RFQ Submission or the RFQ Submission of the other Respondent in a fashion that would contravene the applicable law. Each Respondent shall prepare and submit its RFQ Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent. Breach of this provision may result in disqualification of a Respondent from the RFQ process or, if SaskBuilds becomes aware of the Respondent's breach of this provision after the RFP has been issued, from the RFP Process.

(2) For greater clarity, Section 7.8(1) applies to Respondents, their Team Members and their respective Representatives.

## **7.9 Right to Verify**

The Sponsors may, in their discretion, independently verify any information in any or all of the RFQ Submissions. The Sponsors have the right to disqualify any Respondent and to reject the RFQ Submission of any Respondent whose RFQ Submission contains any false or misleading information. The Sponsors also have the right to disqualify any Respondent and/or to reject the RFQ Submission of any Respondent which, in the Sponsors' discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the Sponsors' evaluation of the relevant Respondent's RFQ Submission. The Sponsors are under no obligation to independently verify any information in any RFQ Submission.

## **7.10 Debriefing**

Any Respondent which has not been approved to proceed further in the procurement process may request a debriefing from the Sponsors. The Sponsors reserve the right to hold individual and/or group debriefing sessions with each Respondent that has been approved to proceed to the RFP Process. Any information provided by the Sponsors in good faith during a debriefing shall not be used against the Sponsors or their Representatives in any way whatsoever, including any legal action.

## **7.11 Conflict of Interest and Ineligible Persons**

(1) Each Respondent Representative, on behalf of the Respondent, and such Respondent's Team Members and/or Key Individuals, must declare and continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future. "Conflict of Interest" includes any situation or circumstance where a Respondent, Team Member and/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 the Sponsors' 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 any of the Sponsors 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 Sponsors 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.

(2) In connection with its RFQ Submission, each Respondent shall,

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the Project;
- (b) prior to or following submission of its RFQ Submission, upon discovering any perceived, potential or actual Conflicts of Interest, promptly disclose same to the Sponsors in a written statement to the Contact Person including, at a minimum, the following information:
  - (i) names and contact information of the Respondent and the Person to which the perceived, potential or actual Conflict of Interest relates;
  - (ii) a description of the perceived, potential or actual Conflicts of Interest;
  - (iii) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the perceived, potential or actual Conflicts of Interest; and
  - (iv) copies of any relevant documentation;
- (c) at the request of the Sponsors, provide the Sponsors with any additional information that the Sponsors consider necessary to properly assess the perceived, potential or actual Conflict of Interest; and
- (d) comply with any requirements prescribed by the Sponsors to mitigate or resolve any perceived, potential or actual Conflict of Interest.

(3) The Sponsors will appoint a conflict of interest adjudicator (the "COI Adjudicator") to provide decisions on conflicts of interest or unfair advantage issues. The Sponsors may make decisions or exercise rights under this Section 7.11 and this RFQ for conflicts of interest or unfair advantage ("Sponsor COI Matters") whether addressed in advance or otherwise, or may refer such conflicts of interest or unfair advantage

issues to the COI Adjudicator for determination (“Adjudicator COI Matters”) In either case, the provisions of this Section 7.11 will apply with such modifications as the Sponsors or the COI Adjudicator may consider necessary. Each of the Sponsors ( in respect of Sponsor COI Matters) and the COI Adjudicator (in respect of Adjudicator COI Matters) have discretion to establish from time to time the relevant processes applicable to the determination of such matters, including any circumstances in which a decision made by it may be re-considered. For certainty, decisions made by the Sponsors (in respect of Sponsor COI Matters) and by the COI Adjudicator (in respect of Adjudicator COI Matters) shall be final and binding on all parties and there shall be no right of appeal to the COI Adjudicator from a decision made by the Sponsors or to the Sponsors from a decision made by the COI Adjudicator unless the decision expressly provides for such right of appeal. All declared conflicts of interest and any relevant decisions, terms and conditions may be reviewed by the Fairness Advisor.

(4) Without limiting Section 7.11(5), the Sponsors or the COI Adjudicator, as applicable, may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest subject to their review on such terms and conditions as they may, in their sole discretion, require to satisfy themselves that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Respondent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the Sponsors or the COI Adjudicator (as applicable and in their sole discretion), to manage, mitigate and minimize the impact of such Conflict of Interest.

(5) Without limiting Section 7.11(4) and in addition to all contractual or other rights or rights available at law or in equity or legislation, the Sponsors may, in their discretion, immediately exclude a Respondent from further consideration or remove the Respondent from the RFQ Process or require the Respondent, pursuant to Section 7.4 of the RFQ, to remove and/or replace a Team Member and/or Key Individual, if, in each case as determined by the Sponsors in their sole discretion,

- (a) the Respondent fails to disclose an actual or perceived Conflict of Interest;
- (b) the Respondent, any Team Member and/or any Key Individual fails to comply with any requirements prescribed by the Sponsors or the COI Adjudicator, as applicable, to mitigate or resolve a Conflict of Interest; or
- (c) the Respondent’s, Team Member’s or Key Individual’s Conflict of Interest issue cannot be mitigated or otherwise resolved.

(6) As a result of their involvement in the Project, the Persons listed in the RFQ Data Sheet and, subject to the rules set out below, any Person Controlled by, that Controls or that is under common Control with such listed Persons (each, an “Affiliate”) and the subcontractors and consultants of such listed Persons are not eligible to participate as a Respondent’s Team Member (“Ineligible Persons”). This is not an exhaustive list of Ineligible Persons. Additional entities may be added to or deleted from the list at any stage of the RFQ Process through an addendum.

(7) An Affiliate may be eligible to participate as a Team Member provided that a Respondent has submitted to the Contact Person prior to the date and time set out in the Timetable a request for clarification that includes the following information:

- (a) the full legal name of the Affiliate that it wishes to include as a Team Member;
- (b) information regarding the Affiliate's relationship to the Ineligible Person;
- (c) a description of the policies and procedures that will be put in place to mitigate any Conflict of Interest or potential Conflict of Interest; and
- (d) the justification for excluding the Affiliate from the Conflict of Interest provisions of this RFQ.

(8) Upon receipt of the request set out in Section 7.11(7) the Sponsors (in conjunction with the COI Adjudicator as applicable) shall, in their discretion, make a determination as to whether they consider there to be a real, perceived or potential Conflict of Interest and whether such a Conflict of Interest can be mitigated. The Respondent shall be notified of the Sponsors' decision and, where applicable, the Affiliate that has been deemed to have a Conflict of Interest which cannot be mitigated shall be added to the list of Ineligible Persons. Sponsors and the COI Adjudicator may, in their sole discretion, consider and adjudicate actual, perceived or potential Conflicts of Interest in accordance with the provisions of this Section 7.11.

(9) A subcontractor or consultant to any of the Ineligible Persons may be eligible to participate as a Team Member provided that it has undertaken to implement internal policies and procedures to protect and, if requested by the Sponsors, to return or destroy all Confidential Information which it obtained from or through the Sponsors and to abide by all confidentiality obligations previously imposed on it in relation to such Confidential Information.

(10) With respect to Ineligible Persons or their subcontractors or consultants, the Sponsors reserve the right, in their discretion, to exclude any Respondent, Affiliate or any subcontractor or consultant to any Respondent on the grounds of Conflict of Interest. The Sponsors may also, in their discretion, waive the ineligibility of an Affiliate, subcontractor or subconsultant of an Ineligible Person on such terms and conditions as the Sponsors, in their discretion, may require, including that the Respondent or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all Confidential Information the Respondent may have continues to be kept confidential and not disclosed or used except as expressly allowed by the Sponsors.

(11) Other firms or persons that may be contracted or retained by the Sponsors to work on the Project may also be deemed Ineligible Persons.

## **7.12 Use of Confidential Information**

(1) Each Respondent must declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information of the Government or the

Sponsors relevant to the Project where the Government or the Sponsors have not specifically authorized such use.

(2) Confidential Information,

- (a) shall remain the sole property of the Government or the Sponsors, as applicable, and the Respondent shall treat it as confidential;
- (b) may not be used by the Respondent for any other purpose other than submitting an RFQ Submission, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Sponsors, as applicable;
- (c) may not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its RFQ Submission, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Sponsors, as applicable, without prior written authorization from the party in respect of whom the Confidential Information relates;
- (d) if requested by the Government or the Sponsors, will be returned to same no later than ten calendar days after such request; and
- (e) may not be used in any way that is detrimental to the Government or the Sponsors.

(3) Each Respondent shall be responsible for any breach of the provisions of this Section 7.12 by any Person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 7.12 would cause the Sponsors, the Government and/or their related entities to suffer loss which could not be adequately compensated by damages, and that the Sponsors, the Government and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this Section 7.12 upon application to a court of competent jurisdiction for injunctive relief without proof of actual damage to the Sponsors, the Government or any related entity.

(4) The provisions in this Section 7.12 shall survive any cancellation of this RFQ or the RFP and the conclusion of the RFQ and RFP Processes.

## **7.13 The Sponsors' Discretion and Judgment**

Unless explicitly otherwise stated herein, all references in this RFQ to the Sponsors' "discretion" means the Sponsors' absolute sole unqualified subjective discretion and all references to the Sponsors' "judgment" means the Sponsors' absolute sole unqualified subjective judgment.

## **7.14 Freedom of Information, Protection of Privacy & Other Disclosure Requirements**

(1) Respondents are advised that the Sponsors may be required to disclose the RFQ Documents and a part or parts of any RFQ Submission pursuant to the Freedom of Information and Protection of Privacy Act (Saskatchewan) (“FIPPA”).

(2) Respondents are also advised that FIPPA 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 RFQ Submissions.

(3) Subject to the provisions of FIPPA, the Sponsors 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 the applicable law.

## **7.15 Pre-RFP Meetings**

(1) The Sponsors may, in their sole discretion, convene pre-RFP meetings (each, a “Pre-RFP Meeting”) for Shortlisted Proponents on the dates and at the times set out in a notice to be provided by a representative of the Sponsors. While attendance at a Pre-RFP Meeting is not mandatory, Shortlisted Proponents are strongly encouraged to attend. A Shortlisted Proponent’s failure to attend a Pre-RFP Meeting is at the Shortlisted Proponent’s sole risk and responsibility.

(2) Shortlisted Proponents may ask questions and seek clarifications at a Pre-RFP Meeting. If the Sponsors give oral answers at a Pre-RFP Meeting, those answers shall not be considered final unless the Shortlisted Proponent also submits those questions in accordance with RFQ Section 3.6 and responses are issued in accordance with RFQ Section 3.6.

(3) No statement, consent, waiver, acceptance, approval or anything else said or done in any Pre-RFP Meeting by the Sponsors or any of their respective advisors, employees or representatives shall amend or waive any provision of the RFQ Documents or the RFP documents, or be binding on the Sponsors or be relied upon in any way by Shortlisted Proponents or their advisors, except when and only to the extent expressly confirmed in an addendum to the RFQ Documents issued in accordance with RFQ Section 3.7 and/or an addendum to the RFP documents issued in accordance with the RFP, as applicable.

## **7.16 Legal Matters**

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”).

## 7.17 Definitions

Unless otherwise specified or the context otherwise requires, whenever used in this RFQ:

“Adjudicator COI Matters” is defined in Section 7.11(3).

“Affiliate” is defined in Section 7.11(6).

“COI Adjudicator” is defined in Section 7.11(3).

“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 before or after the RFQ Submission, from the Government or the Sponsors 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 7.12, (ii) becomes available to the Respondent on a non-confidential basis from a source other than the Government or the Sponsors 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 Sponsors.

“Conflict of Interest” is defined in Section 7.11(1).

“Construction Prime Team Member” means the Prime Team Member(s) involved in the construction of the Project.

“Contact Person” means the person named as the Contact Person in the RFQ Data Sheet.

“Control” has the meaning ascribed thereto in the Business Corporations Act (Saskatchewan).

“Controlled”, “Controls” and “Controlling” have corresponding meanings.

“DBFOM” is defined in Section 1(5).

“Design Prime Team Member” means the Prime Team Member(s) involved in the design of the Project.

“Developer” means the Team Member(s) on a Respondent’s team which will play the lead project development role in respect of the Project.

“Evaluation Criteria” means the evaluation criteria set out in Appendix B – RFQ Submission Requirements.

“Evaluation Criteria Categories” means the evaluation criteria categories set out in Section 6.1(1).

“Fairness Advisor” means the person named as the Fairness Advisor in the RFQ Data Sheet.

“Financial Information Package” is defined in Section 3.11(1) (b).

“FIPPA” is defined in Section 7.14(1).

“Government” means Her Majesty the Queen in Right of Saskatchewan or any ministry, agency, board, commission, department, corporation or other legal entity of (or owned by) the Government.

“GTH” means Global Transportation Hub as defined in Appendix A – RFQ Data Sheet to the RFQ

“Honorarium” is defined in Section 2.4(2).

“IMS” means Integrated Management System.

“Ineligible Persons” is defined in Section 7.11(6).

“Key Individual” means an individual who will play an important role in the Project on behalf of a Prime Team Member as set out in Appendix B – RFQ Submission Requirements.

“Ministry” is defined in Section 1(1).

“Operation, Maintenance and Rehabilitation Prime Team Member” means the Prime Team Member(s) involved in the operation, maintenance and rehabilitation of the Project.

“P3” means Public-Private Partnership.

“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.

“Pre-RFP Meeting” is defined in Section 7.15(1).

“Prime Team Member” means an entity that: (i) is the Developer; (ii) has or will have a risk capital interest of at least ten percent in Project Co.; (iii) will undertake at least twenty-five percent of the construction work based on total estimated construction costs of the Project; (iv) will play the lead design role for the Project; (v) will undertake at least twenty-five percent of the operation, maintenance and rehabilitation work based on total estimated operation, maintenance and rehabilitation management costs of the Project; (vi) will provide any of the financial advisory services (including but not limited to lead arranging/underwriting); or (vii) has been put forward by the Respondent as a Prime Team Member providing a critical or material portion of the, design, construction or operation, maintenance and rehabilitation in connection with the Project.

“Project” is defined in Section 1(1).

“Project Agreement” means the agreement to be made with the Successful Proponent in respect of the design, construct, finance, operate and maintain by the Successful Proponent of the Project. The draft

Project Agreement will be issued concurrently with the RFP. SaskBuilds and the Ministry contemplate that the draft Project Agreement will be based in large measure on the existing template of a leading Canadian P3 authority.

“Project Co” means the entity formed, or that will be formed, to enter into the Project Agreement.

“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 Shortlisted Proponents” means the Respondents identified by the Sponsors pursuant to Section 5.2(2).

“Respondent” is defined in Section 1(2).

“Respondents’ Meeting” is defined in Section 3.5(1).

“Respondent Representative” means the individual or entity who completes and executes the declaration in Form C-1 – Master Submission Form of Appendix C – RFQ Submission Forms to this RFQ.

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

“RFP Process” is defined in Section 2.1(a).

“RFQ” is defined in Section 1(1).

“RFQ Data Sheet” means the RFQ Data Sheet attached as Appendix A – RFQ Data Sheet to this RFQ.

“RFQ Documents” is defined in Section 3.2.

“RFQ Process” is defined in Section 2.1(a).

“RFQ Submission” is defined in Section 1(2).

“RFQ Submission Deadline” is defined in Section 3.3(1).

“RFQ Submission Requirements” means the RFQ Submission Requirements attached as Appendix B – RFQ Submission Requirements to this RFQ.

“SaskBuilds” is defined in Section 1(1).

“SaskTenders” is defined in Section 3.1(1).

“Shortlisted Proponents” is defined in Section 2.1(a).

“Sponsor COI Matters” is defined in Section 7.11(3).

“Sponsors” is defined in Section 1(1).

“Submission Address” is defined in Section 3.3(1).

“Successful Proponent” is defined in Section 1(4).

“Team Member” means an entity that is a member of the Respondent’s team, including a Prime Team Member.

“Technical Information Package” is defined in Section 3.11(1) (a).

“Timetable” is defined in Section 2.2

## **7.18 Interpretation**

(1) In the RFQ Documents, 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. For greater certainty, a submission deadline is as of the zero count in seconds of the noted time.

# APPENDIX A – RFQ DATA SHEET

## RFQ Data Sheet

### Project Description

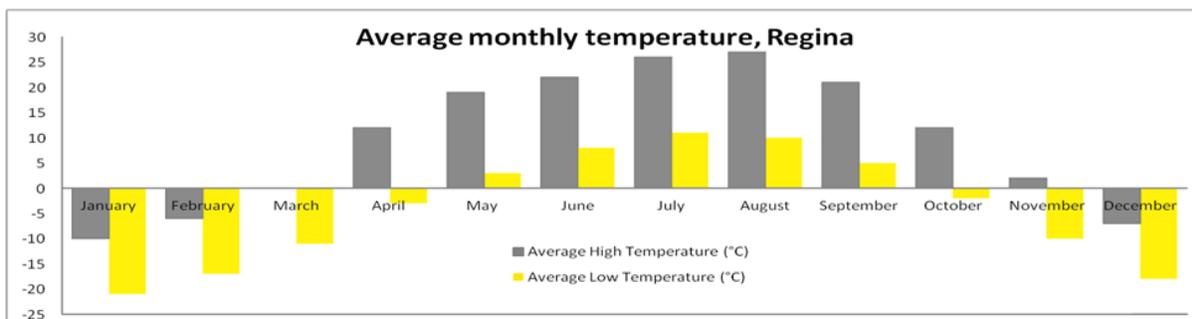
### RFQ Section 1(1)

#### Background

The Project is located in the immediate vicinity of Regina, the capital of the Province of Saskatchewan. Regina has a population of approximately 200,000 and has experienced significant population growth in recent years, a trend which is expected to continue in the immediate term. Municipalities located east of Regina have also experienced unprecedented growth over the past census period (2006-2011). For example, the towns of Balgonie and White City grew 17% and 70% respectively over this period.

The natural resources sector, particularly oil, natural gas and potash, is the key sector driving the economy of Regina and the surrounding area although agriculture remains a significant component of the local economy.

Regina experiences a dry humid continental climate with warm summers and cold, dry winters, prone to extremes at all times of the year. Further, Regina has high water table and unique highly variable ground conditions such as sandy soils and highly plastic clay soils that have a significant impact on certain road construction aspects.



A clear and convincing need for a new bypass has been demonstrated in order to serve the Regina Region's growing population and allow new economic development initiatives. The existing highway infrastructure is inadequate for current levels of traffic demand, provides a severe impediment to traffic flow, and places a major restriction on commercial and population growth.

Completion of the Project is expected to:

- Facilitate economic growth;
- Improve the capacity and efficiency of growing traffic;
- Improve the efficiency and safety of travel on the National Highway System;
- Provide more efficient access to the Global Transportation Hub ("GTH") (a major new Canadian distribution and transportation logistics development immediately west of Regina discussed further below);
- Promote a more liveable community in an area where collisions, noise and air pollution are currently concentrated in an urban environment; and
- Facilitate more efficient connections with trade routes.

## Global Transportation Hub

A key consideration of the Project is to facilitate the development and attractiveness of the GTH. The GTH is a Government of Saskatchewan-led initiative to develop a world-class transportation and logistics enterprise located to the west of Regina.

The GTH provides rail access to all major Canadian ports, Gulf Coast ports and mid-western US trans-shipment points and trucking connections to all major networks including Trans-Canada, Minneapolis/St. Paul, Chicago and Mexico.

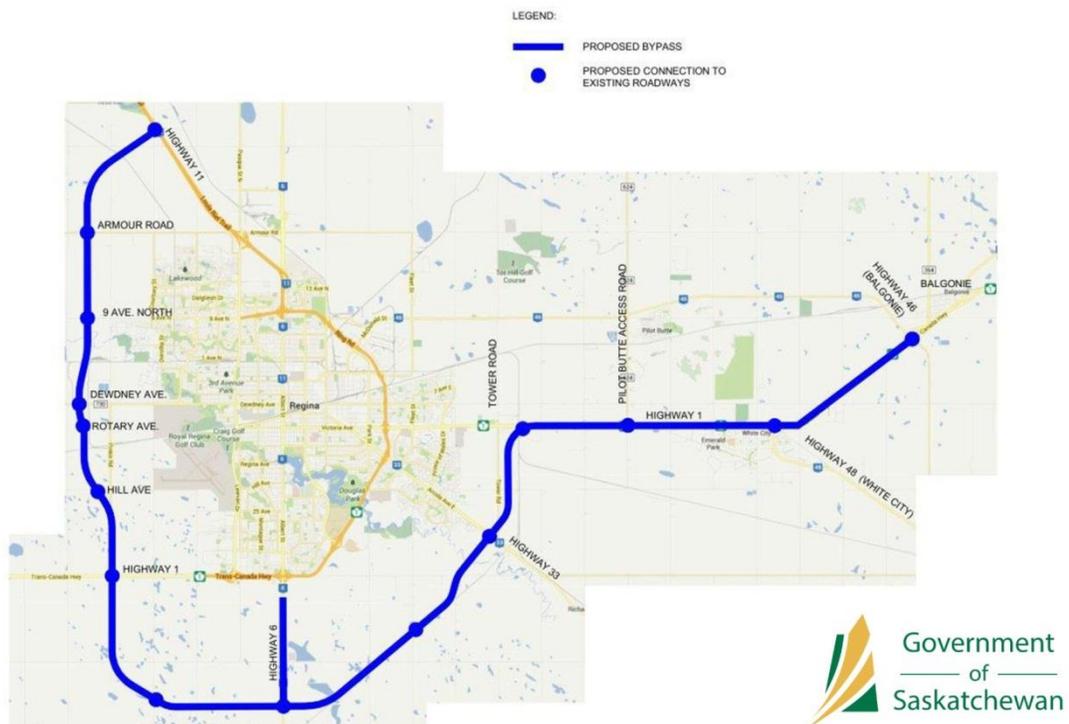
Further details on the GTH can be found at [www.thegth.com](http://www.thegth.com)

## Project Scope

The location of the Project in the context of the City of Regina is shown in Figure 1 below. The Project components as illustrated in Figure 1 can be grouped into three categories:

- construction of new highway infrastructure;
- improvement / upgrading of existing highway infrastructure; and
- operation, maintenance and rehabilitation of new and existing highway infrastructure.

Figure 1: Regina Bypass concept plan



The Project consists of a free flow highway corridor through the Regina Region, which includes approximately 58 km of 4-lane highway (including 40km of new 4-lane highway) and service roads along with a number of interchanges and intersections.

The majority of the project is comprised of new highway infrastructure. This is currently anticipated to include:

- New, four-lane highway from Highway 11 to south of Dewdney Avenue and from Highway 1 west to Highway 1 east (at Tower Road);
- Ten new interchanges (at Highway 11, 9th Avenue North, Dewdney Avenue, Rotary Avenue, Highway 6, Highway 33, Tower Road, the Pilot Butte access, Highway 48, and Highway 46);
- Three new intersections (at Armour Road, Courtney Street, and Fleet Street);
- New service roads as required to facilitate local access;
- New flyover over the Last Mountain shortline railway between Armour Road and Highway 11;
- New flyover over the Canadian National mainline between Dewdney Avenue and 9th Avenue North;
- New flyover over the Canadian Pacific spur railway line at Dewdney Avenue; and
- New flyover over CP railway between Highway 33 and Highway 1 east of Regina.

**Improvement / upgrading** of existing highway infrastructure which is anticipated to involve modifications to parts of the western portion of the proposed Project between Highway 1 and south of Dewdney Avenue and including the Hill Avenue intersection, and Highway 1 interchange west of Regina, and the CP Rail flyover between Rotary Avenue and Highway 1 West of Regina. Improvement / upgrading is also anticipated to include the twinning of Highway 6 south of Regina between the existing four lane section and the proposed Regina Bypass.

**Operation, Maintenance and Rehabilitation** of the infrastructure is anticipated to be for a period of 30 years post traffic availability as below:

- Operation and maintenance of new highway infrastructure from traffic availability;
- Operation and maintenance of existing infrastructure between Highway 1 west of Regina to south of Dewdney Avenue which is currently being constructed under a Design Bid Build, and Highway 1 east of Regina between Tower Road and Balgonie which has been in operation for decades; and
- Ongoing rehabilitation of the above.

One of the key aspects of the Project is integration and management of both existing and new infrastructure during the design, construction and operation, maintenance and rehabilitation stages. The anticipated scope detailed above is subject to change at the sole discretion of the Sponsors.

#### **The Project Objectives:**

- Achieve traffic availability of the highway from Highway 1 West interchange to Highway 11 interchange and a new interchange at Pilot Butte on Highway 1 to the East of Regina including associated service roads by Fall 2017;
- Achieve traffic availability of the remaining sections of the Project by Fall 2018;
- Facilitate economic growth in the Province by eliminating a key transportation bottleneck and creating efficient passenger and goods movement;
- Address growing commuter traffic that is facing increased congestion as a result of economic growth;
- Improve safety and promote a more liveable community, in an area where collisions, noise and air pollution are currently concentrated in an urban environment;
- Provide better access to the GTH to the west of Regina and to other key logistics and employment centres, where free-flow truck access is essential for continued growth of these major economic drivers;
- Improve the efficiency and safety of travel on the National Highway System;
- Facilitate connections with trade routes – another key component in the continued development of a regional hub for the movement of goods;
- Achieve value for money, that is, optimal value over the life of the Project, i.e. during the design-

- construct phase and for a 30 year term thereafter;
- Ensure that the Project is designed, built and operated in an environmentally sound manner and in a manner that ensures the safety of the traveling public; and
- Ensure that the highway infrastructure is handed back to the Ministry in suitable condition at the end of the 30 year term.

The Project is being procured as a public-private partnership and the Successful Proponent will be required to design, construct and partially finance the Project, and to operate, maintain and rehabilitate it, for a term which ends 30 years following scheduled opening of the final sections of the road. Operation, maintenance and rehabilitation of existing and key elements of the new infrastructure within the scope of the Project will be phased in during the construction period.

The Ministry (using a mixture of Provincial and Federal (PPP Canada) sources) will provide partial funding for the Project through milestone and final substantial completion payments in an amount currently anticipated to be approximately 50% of the Successful Proponent's eligible capital cost of the Project. The Successful Proponent will supply private financing for the balance of the capital cost of the Project.

**Description of the Scope of the Project Co's Work:**

The Project involves existing (both newly constructed and roadway which has been in operation for some time) and new highway. During the RFP Process, the Sponsors intend to request practical solutions from the Shortlisted Proponents for design development and design innovations, value engineering, life cycle innovations and achievement of sustainable design targets which would improve the value for money of the Project. Additional details will be provided in the RFP.

**The DBFOM Scope includes but is not limited to:**

- Design of the Project;
- Construction of the Project;
- Arrangement and facilitation of utility relocation;
- Financing of the Project;
- Environmental conditions of approval compliance, monitoring and reporting;
- Operation, maintenance and rehabilitation of the existing highway during the construction phase; and
- Operation, maintenance and rehabilitation of the Project throughout the concession period (including the provision of any maintenance facility and associated land required to undertake such services). Operation, maintenance and rehabilitation includes but is not limited to summer and winter maintenance, repair, life cycle replacement and rehabilitation of all components of the Project. For clarity specific activities will include but not be limited to ice and snow removal, salting, cleaning, signage, illumination and signal control, line painting, pavement maintenance, pavement rehabilitation, structure maintenance, structure rehabilitation, drainage maintenance, landscaping maintenance, and environmental conditions of approval monitoring and reporting requirements.

**The DBFOM Scope excludes:**

- Property acquisition of the designated road right of way. In this regard the Ministry shall own and supply all land required for the Project based on its own prepared illustrative design. If Project Co. requires additional or alternative land, Project Co. shall be solely responsible for acquisition of such land at its own cost; and
- Policy negotiations with Saskatchewan Ministry of Environment and other regulatory agencies.
- Operation, maintenance, and rehabilitation of Highway 6 once the twinning of Highway 6 south of Regina between the existing four lane section and the proposed Regina bypass is complete.

**Key commercial considerations:**

- It is anticipated that the Project Agreement will be based on existing Canadian precedent;
- The term of the Project Agreement is anticipated to be 30 years following scheduled traffic availability of the final section of new highway to be constructed as part of the Project;
- Payments to Project Co. under the Project Agreement are anticipated to be structured as follows:
  - Milestone and final substantial completion payments during the construction phase in an aggregate amount currently anticipated to be approximately 50% of the Successful Proponent's eligible capital cost of the Project;
  - Monthly operation and maintenance payments during the construction phase to compensate for the direct costs only of operating and maintaining of existing and new highway phased in prior to full traffic availability;
  - Monthly availability based service payments during the operational phase commencing from scheduled full traffic availability;
  - Availability payments are expected to be partially indexed and linked to availability and performance;
- The highway will not be tolled; and
- The Project Agreement will involve requirements for the condition of the assets on hand-back to the Ministry at expiry of the term of the Project Agreement.

Further information on the anticipated scope of the Project will be provided within the Respondent's Meeting noted in Section 3.5 of the RFQ.

**Risk Allocation**

The Sponsors have developed an intended risk allocation for the Project which in their view is likely to meet the Ministry's objectives. The Successful Proponent will be responsible for all elements of design, construction (where not already constructed), partial financing, operation, maintenance and rehabilitation for the Project and for meeting stipulated performance and hand-back requirements. The Ministry may retain certain risks relating to asset condition of elements of the existing infrastructure. Further details of the proposed risk allocation will be provided at the RFP phase of the procurement.

**Signing Party to Project Agreement**

**RFQ Section 1(4)**

Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Highways and Infrastructure.

**Timetable**

RFQ Section 2.2

Step in the Procurement Process	Estimated Date
Issue RFQ	May 13, 2014
Respondents' Meeting	May 22, 2014 10:00 a.m. to 12:00 p.m. (Local Saskatchewan time).
Last day to submit a request regarding Affiliates' Conflict of Interest (see Section 7.11(7))	June 6, 2014 no later than 11:00:00 a.m. (Local Saskatchewan time)
Last day for Respondents to submit questions / clarifications	June 10, 2014 no later than 11:00:00 a.m. (Local Saskatchewan time)
RFQ Submission Deadline	June 24, 2014 no later than 11:00:00 a.m. (Local Saskatchewan time)
Targeted notification of Shortlisted Proponents	Summer 2014
Targeted date for issuance of RFP	Summer 2014
Targeted date for RFP submission deadline	Winter 2014/15
Targeted date for identification of Successful Proponent	Spring / Summer 2015
Targeted date for Commercial and Financial Close	Summer 2015

**Fairness Advisor**

RFQ Section 2.3

**Fairness Advisor:**  
P1-Consulting Inc.

**Submission Address**

RFQ Section 3.3

**Submission Address:**  
Reception Desk  
SaskBuilds Corporation  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

SaskBuilds' office hours are Monday to Friday from 8:00 a.m. to 5:00 p.m. (Regina, Local Saskatchewan time)

**Contact Person**

RFQ Section 3.4

**Contact Person and Contact Person coordinates:**

Ruby Dhillon

SaskBuilds Corporation

Location: 720 - 1855 Victoria Avenue, Regina SK S4P 3T2

Email: [reginabypass@gov.sk.ca](mailto:reginabypass@gov.sk.ca)**Respondents' Meeting**

RFQ Section 3.5

**Respondents' Meeting:**

Date: May 22, 2014

Time: 10:00 a.m. to 12:00 p.m. Local Saskatchewan time

Location: It is intended that the Respondents' Meeting will be held via webinar.

Details for joining the webinar will be provided to Respondents who notify the Contact Person of their intention to attend as set out below and in 3.5.

The Respondents are to notify the Contact Person of their intention to attend before 5:00 p.m. Local Saskatchewan time on May 20, 2014.

**Questions/Clarifications**

RFQ Section 3.6(1)

To submit requests for information, Respondents must complete and submit to the Contact Person the form in Appendix E – Request for Information Form to this RFQ.

The last date for submission of questions and requests for clarification is found in the Timetable.

**Maximum Number of Shortlisted Proponents**

RFQ Section 5.2

**Maximum Number of Shortlisted Proponents:**

Three (3)

**Weighting of Evaluation Criteria Categories:**

The weighting of the Evaluation Criteria Categories shall be as follows:

Evaluation Criteria Categories		
Reference	Description	Points / 100
2.1	Developer's Approach to Project Partnering and Development	25
2.1.1	Project Development Approach	5
2.1.2	Team Members and Processes	5
2.1.3	Team Organization and Responsibilities	5
2.1.4	Project Development Experience – Developer and Key Individuals	10
2.2	Financial and Financing Information	25
2.2.1	Financial Strength of the Prime Team Members	10
2.2.2	Risk Allocation and Approach to Securing Performance	5
2.2.3	Approach to Financing Structure	5
2.2.4	Past Experience – Projects and Team Experience	5
3.1	Design Approach and Experience	15
3.1.1	Design Approach	5
3.1.2	Design Experience	10
3.2	Construction Approach and Experience	15
3.2.1	Construction Approach	5
3.2.2	Construction Experience – Construction Prime Team Members and Key Individuals	10
4.0	Operation, Maintenance and Rehabilitation Management Capability and Experience	20
4.1	Operation, Maintenance and Rehabilitation Approach	10
4.2	Operation, Maintenance and Rehabilitation Management Experience – Prime Team Members and Key Individuals	10
<b>TOTAL</b>		<b>100</b>

**Ineligible Persons:**

Ineligible Persons, includes but is not limited to:

- **Owners Engineer**
  - Associated Engineering (Sask.) Ltd.
  - Cima Canada Inc.
  - Golder Associates Ltd.
  - Opus International Consultants Ltd.
  - HJ Linnen and Associates
  - Hemson Consulting Ltd
  - NCE Value Engineers Inc
  - Collings Johnson Inc
  - Andrew Johnson Associates
  - David Kriger Consultants Inc
  - Americost Infrastructure Estimators Inc
  - Lindsey Quality Solutions Inc
- **Financial and Procurement Advisor**
  - Ernst & Young LLP
- **Legal Advisor**
  - Aird & Berlis LLP
- **Fairness Advisor for the Project**
  - P1-Consulting Inc.
- **COI Adjudicator**
- **Current and former employees of PPP Canada who have had direct involvement in the Project**
- **Current and former employees of the Government of Saskatchewan who have had direct involvement in the Project**
- **Current and former employees of consultants retained by the Sponsors who have had direct involvement in the Project**

# APPENDIX B – RFQ SUBMISSION REQUIREMENTS

## INSTRUCTIONS:

### 1. Introduction

The RFQ Submission requirements for,

- the Technical Information Package; and
- the Financial Information Package

are set out in Table 1 in this Appendix B – RFQ Submission Requirements. **Respondents should prepare their Technical Information Package and their Financial Information Package by providing the information set out in Table 1 in the order listed in Table 1 and using the section references set out in Table 1.** Respondents should refer to the RFQ and the guidelines and instructions set out below for additional submission instructions.

If the answer to the questions posed in Table 1 is “Nil” or “Not Applicable”, indicate this accordingly.

Page limits (single-sided 8.5”x11”, Arial font size 12 or equivalent) and other limits, if applicable, are indicated in Table 1. Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded. Respondents are cautioned that, in accordance with Section 3.11(3) of the RFQ, the evaluation teams will not review or score pages or other materials in excess of the specified limits for each item.

Where project examples or resumes of Key Individuals are required for a Prime Team Member, the number specified for such examples or resumes (or, where a range is specified, the upper limit of this range) is a maximum number. This maximum number is a total number for the relevant Prime Team Member, regardless of whether the Prime Team Member is a joint venture or otherwise comprised of more than one Person.

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

Each Respondent is reminded that the objective of its RFQ Submission is to assist the Sponsors to choose the most qualified Respondent to be shorted-listed as Shortlisted Proponents. Subject to the requirements of this RFQ, each Respondent should endeavor to present such experience, approach, and other information required hereunder as will assist the Sponsors to distinguish between the qualifications of the Respondents and achieve the said objective. In this regard, Respondents should endeavor to demonstrate how the experience, approach, or other information provided in respect of the Respondent, its Prime Team Members, and Key Individuals is relevant to the particular challenges and opportunities of this Project as understood by the Respondent.

In evaluating each Respondent’s approach, the Sponsors may give consideration to submissions which demonstrate how their particular approach is relevant to the particular challenges and opportunities of this Project as understood by the Respondent.

In selecting which projects to submit as examples to demonstrate experience, Respondents should submit projects that demonstrate a Respondent's capacity to undertake this Project by describing comparable and relevant experience of the Respondent, its Prime Team Members and its Key Individuals taking into account:

- Scale/size – for example, comparable to projects in the range of CAD \$1 billion;
- Scope – for example, including design, build, finance, operate and maintain with similar services; and
- Complexity – projects with similar programmatic requirements such as road and transport related infrastructure, integration of new and existing assets.

Respondents shall clearly identify any limits on the scope of a project, or the work or services performed by the Respondent, a Prime Team Member, or a Key Individual, in respect thereof, where such person was not responsible for the entire Project or work or services described.

The Sponsors may give consideration to experience presented in a Respondent's RFQ Submission in respect of:

- More advanced projects in progress (for example, level of completeness);
- More recent projects (for example, completed within the past 5 years);
- Projects in which the relevant Prime Team Member or Key Individual had a greater role or level of involvement (for example, was the role similar to proposed role on the Project);
- The level of design excellence demonstrated in the project; and
- The overall success of the named project.

### **3. Guidelines and Instructions with Respect to Project Development, Design and Construction Experience**

For each project submitted as an example of project development, design and construction experience in response to Sections 2.1.4, 3.1.2 and 3.2.2 in Table 1, include the following information (as applicable):

- a) project name and location (City, Province/State, Country);
- b) level of involvement in project – i.e. prime, JV and % participation;
- c) project description (including dates and type of facility), size and current status;
- d) project type (e.g. Design, Build, Finance, Operate, Maintain or similar type of project, stipulated sum, construction management, etc.);
- e) project capital cost (original and final, including a brief explanation of any variance between the two);
- f) project schedule (original and actual, including a brief explanation of any variance between the two);
- g) role in project management, including the management of subcontractors, and other team members;
- h) role in project development, design or construction (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful);
- i) key individuals and their respective roles;
- j) any pertinent information regarding the intended organization, management and coordination of the design-construction team;
- k) design management, roadway design, bridge design, drainage design, and utilities design;

- l) construction management, grading, surfacing, utilities and underground work, and bridge construction;
- m) any specifically intended innovative approaches to design or construction, for example on road safety;
- n) how the Respondent team proposes to deliver cost certainty;
- o) key challenges and solutions implemented;
- p) unique aspects such as environmental management, environmental compliance monitoring, endangered species, wetlands, groundwater protection, fisheries mitigation measures, sustainability, workplace excellence, geotechnical considerations, soil conditions, similar climatic conditions etc.;
- q) details of any Integrated Management System (“IMS”) established and implemented in respect of the project;
- r) details of any Intelligent Transportation Systems (“ITS”) relevant to the Project;
- s) relevance to the Project;
- t) graphic illustrations and/or photographs;
- u) significant honours, awards, publications, peer recognition, or other evidence of design / construction excellence;
- v) client reference (client name, contact person including position and role in referenced project, location, phone number, and email address); and
- w) any further information that will assist the Sponsors in evaluating the RFQ Submission.

#### **4. Guidelines and Instructions with Respect to Operation, Maintenance and Rehabilitation Experience (routine and rehabilitation)**

For each project submitted as an example of operation, maintenance and rehabilitation experience in response to Section 4.2 in Table 1, include the following information as applicable:

- a) project name and location (City, Province/State, Country);
- b) project size;
- c) date of commencement, length of contract, and current status of services provided;
- d) scope of operation, maintenance and rehabilitation services;
- e) scope of environmental monitoring and compliance monitoring programs;
- f) role of contractors on the project (as applicable) (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful);
- g) key individuals and their respective roles;
- h) key challenges and solutions implemented;
- i) details of any IMS established and implemented in respect of the project;
- j) details of any Intelligent Transportation Systems relevant to the Project;
- k) any specifically intended innovative approaches to operation, maintenance or rehabilitation, for example on road safety;
- l) relevance to the Project (e.g. lifecycle, innovation, similar climatic conditions);
- m) client reference (client name, contact person including position and role in referenced project, location, phone number, and email address); and
- n) any further information that will assist in evaluating the RFQ Submission.

## **5. Guidelines and Instructions with Respect to Financing Experience**

For each project submitted as an example of financing experience in response to Section 2.2.4 in Table 1, the following information be included:

- a) project name and location (City, Province/State, Country);
- b) project description (including dates and type of facility), size and current status;
- c) project type (e.g. Design, Build, Finance, Operate and Maintain or similar type of project);
- d) project capital cost in nominal dollars and total project cost in present value dollars;
- e) Respondent's role in providing, arranging, or securing financing for the construction project (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful);
- f) a summary of the amounts and types of financing raised (including the risk capital contributed), and disclosure of any incidents of default;
- g) summary of the performance security (e.g., performance bonds, letters of credit, etc.) raised by the relevant consortia members;
- h) key individuals and their respective roles;
- i) key innovations, challenges and solutions implemented;
- j) any lessons learned;
- k) relevance to the Project;
- l) client reference (client name, contact name, location, phone number, and email address);  
and
- m) any further information that will assist in evaluating the RFQ Submission.

## **6. Guidelines and Instructions with Respect to Integrated Management System (IMS)**

The Developer shall establish and implement an IMS. The IMS shall integrate management system requirements of the latest versions of ISO9001, ISO14001 and COR program as enhanced by OHSAS 18001. The quality component shall be certified within one year of Financial Close and cover all activities, products and services related to the Project. The Project Quality Director will be a part of senior management of the Developer and will be independent of the construction process. The Design Quality Manager, the Construction Quality Manager, the Construction Safety Manager and the Construction Environmental Manager shall report directly to the Project Quality Director.

In addressing approach and experience in respect of IMS within the RFQ Submission Requirements set out in Table 1 of Appendix B the following aspects should be considered:

- a) Team Members roles in implementing an IMS system (specify whether the role was limited to pursuit phase only and clarify whether the pursuit was successful or unsuccessful);
- b) experience implementing an IMS for Quality, Environment, and Occupational Health and Safety;
- c) ISO 9001 certification and / or implementation of a quality management system that meets the requirements of the international quality management system standard ISO 9001;

- d) implementation of ISO 9001 quality management systems for major road building and / or civil / structural works projects in Canada;
- e) where experience being outlined does not involve ISO 9001 compliant quality management systems, outline the details of quality management systems implemented;
- f) experience of implementing a non-conformance management system;
- g) ISO 14001 certification and or implementation of an environmental management system that meets the requirements of or conforms with the international environmental management system standard ISO 14001;
- h) implementation of ISO 14001 certification or conformity with an ISO 14001 type environmental management systems for major road building and or civil / structural works projects in Canada with project references;
- i) Certificate of Recognition issued by the Heavy Construction Safety Association of Saskatchewan (HCAS), the Saskatchewan Construction Safety Association (SCSA) or an Enform COR issued by the Saskatchewan Petroleum Industry Safety Association and / or the international occupational health and safety management system standard OHSAS 18001. For out of Province Team Members who do not have a COR issued by the HCAS or the SCSA, a Letter of Equivalency issued by the HCAS or the SCSA will be accepted. All the Conditions in the letter must be adhered to; and
- j) implementation of COR certified or OHSAS 18001 type occupational health and safety management systems for major road building and or civil / structural works projects in Canada.

Table 1

Section	Page Limits	Type of Criteria
<b>1.0 General Information</b>		
1.1 Executive Summary	2 pages	Information not scored
<b>2.0 Developer's Approach to Project Partnering and Development and Financial and Financing Information (50 points)</b>		
<b>2.1 Developer's Approach to Project Partnering and Development (25 points)</b>		
<p>2.1.1 Project Development Approach:</p> <p>When explaining the approach to developing the Project, Respondents are encouraged to provide <u>examples of past approaches and experiences</u> which have informed the proposed approach to this Project. Provide details on each of the following items:</p> <ul style="list-style-type: none"> <li>a) how the Developer will be organized and partnered (structurally and contractually) and managed to function as an integrated, seamless team, and how it will be coordinated with the other Prime Team Members and Team Members. Indicate proposed resources and a clear accountability and lines of authority between Team Members; which have informed the proposed approach to this Project.</li> <li>b) Developer's approach to ensuring suitable and effective integration of Design, Construction and Operation, Maintenance and Rehabilitation Prime Team Members and functions;</li> <li>c) the essential elements of and approach of the Developer to developing, a successful long-term partnership with the Sponsors;</li> <li>d) approach of the Developer to interacting and resolving disputes with the Sponsors;</li> <li>e) critical success factors for the Project and skills of the Developer to ensure Project success, including stakeholder relations, community involvement, experience in environmental processes and approvals and stakeholder communications strategies; and</li> <li>f) Developer's approach to implementing an IMS.</li> </ul>	6 pages	Scored
<p>2.1.2 Team Members and Processes:</p> <p>Respondents are encouraged to provide examples of past approaches and experiences which have informed the proposed approach to this Project. Provide details on each of the following items:</p> <ul style="list-style-type: none"> <li>a) a brief description (including organization chart) of the overall team and structure identifying all Team Members;</li> </ul>	4 pages	Scored

<ul style="list-style-type: none"> <li>b) details about the proposed Prime Team Members, including how they meet the definition of "Prime Team Member" in the definitions to the RFQ and their role on the Project;</li> <li>c) details relating to Corporate Controlling interests for the Team Members;</li> <li>d) evidence of experience of each Prime Team Member in carrying out major infrastructure projects, including DBFOM projects, or similar types of projects, as a member of a consortium;</li> <li>e) evidence of ability to act as a single, integrated, seamless team, including evidence that some or all Prime Team Members have worked together previously in a successful manner;</li> <li>f) a system of measuring, assessing and maintaining accountability for performance applicable to the Project; and</li> <li>g) evidence of experience of operating an IMS or components thereof on a similar project.</li> </ul>		
<p>2.1.3 Team Organization and Responsibilities:</p> <p>Respondents are encouraged to provide supporting information and details to enable the evaluators to perform a comprehensive evaluation of the Team Member's roles and responsibilities.</p> <p>Provide details on each of the following items:</p> <ul style="list-style-type: none"> <li>a) evidence of a well-organized team (e.g. provide an organization chart which shows clearly defined and articulated decision making bodies, and Team Members' roles and responsibilities for the key functions);</li> <li>b) an identified leader for each stage (procurement, implementation and operation, maintenance and rehabilitation) of the Project with clear decision-making authority covering all types of anticipated decisions;</li> <li>c) approach to ensuring availability of an adequately trained workforce sufficient to meeting the needs of the Project;</li> <li>d) approach to risk allocation between the Team Members in the structure identified above at all stages of the Project including stranded risks at the Project Co. level (e.g. risks other than those passed down to the constructor or operator);</li> <li>e) approach to ensuring suitable and effective risk management of the Project;</li> <li>f) approach to implementing IMS and an effective organizational structure clearly demonstrating the relationship and responsibilities between different Team Members; and</li> <li>g) Measures that have been implemented to ensure continuity of personnel through the RFP and implementation phases of the Project.</li> </ul> <p>Please provide a signed copy of the legal agreement, agreements and/or relationship documentation (preliminary consortium/joint venture agreement, letters of support, memorandums of understanding, partnership agreements, joint venture contracts, etc.) which confirms the Prime Team Members' roles and responsibilities and approach to Project risk allocation.</p>	<p>6 pages</p>	<p>Scored</p>

<p>For greater certainty, the page limit above does not apply to the legal agreement referred to in the preceding paragraph.</p>		
<p><b>2.1.4 Project Development Experience – Developer and Key Individuals:</b></p> <ul style="list-style-type: none"> <li>a) Provide three (3) project examples showing each Developer’s development capability (for each Development Prime Team member) relevant to the nature and scope of the Project.</li> <li>b) Provide detailed resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Project) for no more than three (3) Key Individuals representing the Developer. If applicable, reference each Key Individual's role in the submitted projects.</li> </ul>	<p>3 pages per project</p> <p>2 pages per person</p>	<p>Scored</p>
<p><b>2.2 Financial and Financing Information (25 points)</b></p> <p>NOTE: The payment structure for the Project is anticipated to include milestone and final substantial completion payments amounting to, in aggregate, approximately 50% of total construction period capital costs. This information is for informational purposes only and the Sponsors reserve the right to alter this amount without reassessing the parties qualified hereunder.</p> <p>Respondents are instructed to take into consideration the above NOTE in providing their responses to the relevant subcategories below.</p>		
<p><b>2.2.1 Financial Strength of the Prime Team Members:</b></p> <p>Based on DBFOM or similar P3 projects and current market conditions, provide the following:</p> <ul style="list-style-type: none"> <li>a) all anticipated equity capital funders (for example insurance companies, pension funds, private equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate in percentage terms); the specific sources of equity capital for each equity capital funder (i.e. specific fund or investing entity), and the source of capital (i.e. such as current cash reserves, future cash inflows, additional risk capital or debt to be raised);</li> <li>b) details as to how the providers of equity capital plan to ensure adequate funding by financial close (including anticipated third party support or guarantees);</li> <li>c) a plan that details how the Respondent intends to secure funding for all development costs leading up to financial close, (including financing commitment, process for internal approvals, etc.);</li> <li>d) detailed process and internal approval procedures/timelines for allocation of funding, and anticipated timeline for committing funding for this Project;</li> <li>e) a brief overview of risk capital provider’s investment plan and commitment between now and financial close, and the impact, if any, on the ability to invest in the Project; and</li> </ul>	<p>7 pages</p>	<p>Scored</p>

- f) a certificate from the Chief Financial Officer or equivalent officer of the company or companies whose financial statements are being provided stating that there has been no material adverse change since the date that the attached financial statements were last audited.

Provide an overview of the recent financial performance and financial strength of the risk capital providers and the Prime Team Members identified to play a lead role for the development, construction, operation, maintenance and rehabilitation of the Project (should be supported by the most recent annual audited financial statements, or unaudited statements if audited statements have not been produced, and quarterly financial statements for every quarter since the latest financial statement, or equivalent financial information; explanatory notes on liquidity and free cash position, especially where there are significant restricted assets or obligations which may impact the financial position; fund performance report if applicable; ratings report if available; or any other financial documents to support the financial analysis).

Respondents must provide relevant information to support their responses to the points above (including financial statements, letters of support from funding sources, etc.). Such supporting information is not subject to the page limit noted above. For greater clarity, at this time, Respondents are not required to provide specific dollar amounts for contemplated risk capital. In addition, Respondents are requested to provide a description of the anticipated sources of cash to secure equity commitments that may be in excess of \$100 million, with specific references to balance sheet capacity and/or access to unrestricted cash through other funding mechanisms.

The Sponsors recognize the sensitivity of the Respondent and/or Respondent's financial statements. Respondents may submit copies of such financial statements in a separate, sealed envelope clearly marked as follows:

Confidential – Financial Statements c/o: Donna-Joy Tuplin  
SaskBuilds Corporation  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

The sealed envelope must be delivered concurrently with all other RFQ Submission requirements as set out in this RFQ.

Note that financial statements must be submitted with the RFQ Submission, failing which, the Respondent's financial statements will not be reviewed and the Respondent's evaluation score may be affected as a result.

Prime Team Members may provide financial statements and other information requirements for a parent company, rather than the Prime Team Member itself, provided that evidence of the parent company's willingness to provide a guarantee in respect of the entity listed is additionally provided.

<p>2.2.2 Risk Allocation and Approach to Securing Performance:</p> <p>Based on the particular challenges and opportunities of this Project as understood by the Respondent, provide the following information:</p> <ul style="list-style-type: none"> <li>a) the preliminary approach to allocating key Project risks amongst the Prime Team Members;</li> <li>b) the ability of relevant Prime Team Members to secure adequate bonding and/or other forms of support required for the successful implementation of the Project;</li> <li>c) approach to ensuring performance during construction and operations to meet the requirements of Project lenders and the Ministry; and</li> <li>d) given the size and nature of this Project, demonstrate clearly the ability of the Prime Team Members identified to play the lead role for construction and operation, maintenance and rehabilitation to adequately provide and raise the performance security package required to satisfy the lenders (should be supported by documents such as RFQ letters from sureties, proof of surety bonding capacity (single and aggregate limits), subguard capacity available (general and Project-specific limits), proof of existing arrangements with banks and/or other lending institutions for the issuance of letters of credit). In addition, provide evidence by explaining how each of the Prime Team Members have the balance sheet capacity to provide customary parent company guarantees against the construction and long-term operation, maintenance and lifecycle obligations of the Project in light of other current or anticipated major projects planned. Such evidence is not subject to the page limit noted.</li> </ul>	<p>6 pages</p>	<p>Scored</p>
<p>2.2.3 Approach to Financing Structure:</p> <ul style="list-style-type: none"> <li>a) Based on current and/or anticipated market conditions and the particular challenges and opportunities of this Project as understood by the Respondent, provide the following: <ul style="list-style-type: none"> <li>i. the anticipated debt financiers (for example, banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms); including where available, letters of support;</li> <li>ii. a preliminary financing plan covering reasonably foreseeable capital market conditions and scenarios that detail how adequate levels of commitment from potential risk capital and debt providers will be obtained for a timely and successful financial close, particularly in light of the size and scale of this Project;</li> <li>iii. an explanation of the Respondent's contingency plans should there be a gap in the financing or should any of the potential lenders not be in a position to provide its share of the financing; The Respondent should also describe its available redundancy in debt and equity to accommodate smaller or larger milestone and final</li> </ul> </li> </ul>	<p>8 pages</p>	<p>Scored</p>

<ul style="list-style-type: none"> <li>iv. substantial completion payments as may be required by the Sponsors; and an explanation of the Respondent's plans and efforts to negotiate/eliminate any provisions or clauses that may put the Respondent's financing at risk (e.g. "market out" clauses).</li> <li>b) Provide relevant information to support the responses to the points above (including financial statements, letters of support from funding sources, etc.) where available. Such supporting information is not subject to the page limit noted above. For greater clarity, at this time, Respondents are not required to provide specific dollar amounts for contemplated debt.</li> <li>c) Identify any financial advisor(s) and define their role in arranging financing and their approach to achieving financial close; and</li> <li>d) List any innovative financing transaction structures that will be used to achieve added value for money to the Sponsors, considering the size of the Project and requirement for construction period payments from the Sponsors, including benchmarking and other efforts to ensure reduced financing costs.</li> </ul>		
<p>2.2.4 Past Experience – Projects and Team Experience</p> <ul style="list-style-type: none"> <li>a) Each relevant Prime Team Member, including all Prime Team Members with risk capital consideration, and all financial advisors identified pursuant to the provisions of the previous section should provide a minimum of three (3) and a maximum of five (5) project examples of financing capabilities, approaches and experience relevant to the nature, size (dollar value) and scope of this Project (format as set out in the Instructions to this Appendix B). Greater consideration shall be given to financing experience post credit crisis (i.e. since Fall 2008)</li> <li>b) Provide the following information: <ul style="list-style-type: none"> <li>i. the names of the individual(s) proposed to lead the financing for the Project and describe their experience and how they would contribute to the success of this Project;</li> <li>ii. detailed resumes (indicating overall experience and any specific experience, set out in Section 2 of the Instructions to this Appendix B, relevant to the nature and scope of the Project) for no more than three Key Individuals for each relevant Prime Team Member. If applicable, reference the Key Individual's role in the submitted projects; and</li> <li>iii. Provide matrix which cross-references Key Individual and corporate experience on referenced projects.</li> </ul> </li> </ul>	<p>3 pages per project</p> <p>1 page per person</p> <p>2 pages per person</p> <p>2 pages</p>	<p>Scored</p>

**3.0 Design & Construction Approach and Experience (30 points)**

**3.1 Design Approach and Experience (15 points)**

**3.1.1 Design Approach:**

Provide the Respondent's approach to design. When explaining the approach, Respondents are encouraged to point to examples of past approaches and experiences which have informed the proposed approach to the Project. The response should include the following:

- a) how the design team will be organized and managed. Provide details on each of the following items:
  - i. how it will function as an integrated, seamless team;
  - ii. how it will be integrated and coordinated with the other Team Members and Sponsors; and
  - iii. how it will work with the Sponsors and their advisors;
- b) approach to design management, roadway design, bridge design, drainage design, environmental design, railway crossing design and utilities design;
- c) design approach to value engineering and in minimizing overall capital and life cycle costs;
- d) design team's approach to ensuring compliance / implementation of the Project commitments and Project conditions of approval;
- e) approach to IMS;
- f) approach to ITS;
- g) design approach where significant excavation and fill requirements are involved;
- h) design approach for construction in rural areas where traffic management is required;
- i) how the design team will approach sustainable design and how it will effectively balance cost premiums with operational savings;
- j) any specifically intended innovative approaches to design and road safety;
- k) the design team's overall design philosophy for significant public infrastructure, including philosophy for rural design and transport highway planning including safety and sustainability; and
- l) The role of the designer during construction.

6 pages      Scored

**3.1.2 Design Experience:**

- a) Each Design Prime Team Member should provide a minimum of one (1) and a maximum of three (3) project examples of design experience relevant to the nature and scope of the Project (following the Project information requirements set out in the Instructions to this Appendix B). Notwithstanding the number of Design Prime Team Members, the combined total of submitted project examples shall not exceed eight (8).

3 pages per project  
  
2 pages per person  
  
Scored

<p>b) Provide detailed resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Project for no more than three (3) Key Individuals for each relevant Design Prime Team Member. If applicable, reference each Key Individual's role in the submitted projects. Key Individual(s) shall include those who will be:</p> <ul style="list-style-type: none"> <li>i. Leading and managing the design team as a whole during the RFP in-market period and during project implementation;</li> <li>ii. Leading key disciplines, such as: <ul style="list-style-type: none"> <li>a.Environmental;</li> <li>b.Highway/Geometric Design;</li> <li>c.Structural Design; and</li> <li>d.Intelligent transportation systems.</li> </ul> </li> </ul>		
<p><b>3.2 Construction Approach and Experience (15 points)</b></p>		
<p>3.2.1 Construction Approach</p> <p>Provide the Respondents approach to construction. When explaining the approach, Respondents are encouraged to provide examples of past approaches and experiences which have informed the proposed approach to the Project. The response should include details on each of the following items:</p> <ul style="list-style-type: none"> <li>a) the individual or individuals proposed to manage the construction process;</li> <li>b) how the construction team, and its members, will be integrated and coordinated with the other Team Members and the Sponsors;</li> <li>c) how the engineers of record will monitor the construction and ensure that the construction is in accordance with the submitted design and project requirements;</li> <li>d) approach to fast-tracking the Project schedule, including methods of construction that could yield time savings (e.g. approach to winter construction);</li> <li>e) approach to significant excavations and fill sourcing;</li> <li>f) approach to traffic management in rural areas with active traffic and interface with public roads;</li> <li>g) approach to sequencing, scheduling and logistics of managing large volumes of natural and manufactured materials – including relationship with key suppliers for equipment and material;</li> <li>h) approach to IMS;</li> <li>i) approach to ITS;</li> <li>j) approach to quality management, quality control and implementing an effective quality assurance program for the duration of the Project;</li> <li>k) approach to identifying and rectifying non-conformances;</li> <li>l) approach to promoting sustainability in the construction of a major highway facility;</li> <li>m) approach to and experience in liaising with municipalities, railway companies, utility companies, government agencies and other stakeholders as required;</li> </ul>	<p>12 pages</p>	<p>Scored</p>

<ul style="list-style-type: none"> <li>n) approach to maintaining a high standard of workplace safety;</li> <li>o) approach to monitoring of environmental commitments and environmental conditions of approval during construction (compliance monitoring) and appropriate submission timing;</li> <li>p) approach to educating construction staff in emerging environmental issues such as Endangered Species and Archaeological finds during construction;</li> <li>q) approach to managing the Project in the context of the relevant Prime Team Members' committed and potential construction projects;</li> <li>r) approach to construction management, grading, surfacing, railway crossings, utilities and underground work, and bridge construction;</li> <li>s) approach to whole-life management;</li> <li>t) any specifically intended innovative approaches to construction and road safety; and</li> <li>u) approach to delivery of cost certainty.</li> </ul>		
<p>3.2.2 Construction Experience – Construction Prime Team Members and Key Individuals:</p> <ul style="list-style-type: none"> <li>a) The Construction Prime Team Member which will have lead responsibility or serve as general contractor for construction of this Project, and other Construction Prime Team Member(s), should each provide three (3) project examples of construction experience relevant to the nature and scope of the Project (following the Project information requirements set out in the Instructions to this Appendix B);</li> <li>b) Provide detailed resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Project and the function to be performed) for the Key Individual(s) who will perform the following functions: <ul style="list-style-type: none"> <li>i. coordinate the construction team as a whole; and</li> <li>ii. be the general contractor's individual responsible for a key construction management role;</li> </ul> </li> <li>c) For each Key Individual, provide a listing of current projects with the general contractor(s) and provide details including percentage complete, planned completion date, and strategy for transitioning such Key Individual from that project to this Project;</li> <li>d) the Key Individual(s) proposed to manage the construction process shall include, as a minimum: a design-build director, a construction manager, a traffic management manager, an environmental manager, a stakeholder management director, a quality manager and a health and safety officer; and</li> <li>e) If applicable, reference each Key Individual's role in the submitted project.</li> </ul>	<p>3 pages per project</p> <p>2 pages per person</p>	<p>Scored</p>

<p><b>4.0 Operation, Maintenance and Rehabilitation Management Capability and Experience (20 points)</b></p>		
<p>4.1 Operation, Maintenance and Rehabilitation Management Approach:</p> <p>When explaining the approach, Respondents are encouraged to provide examples of past approaches and experiences which have informed the proposed approach to the Project. Provide details on each of the following items:</p> <ul style="list-style-type: none"> <li>a) approach to how the operation, maintenance and rehabilitation team, and its members, will be integrated and coordinated with the other Team Members and the Sponsors;</li> <li>b) approach to how the infrastructure will be managed and the roles and responsibilities of the relevant Prime Team Members and Key Individuals (include organization structure);</li> <li>c) approach to operating, maintaining and rehabilitating the infrastructure, specifically pavement and structures, to minimize total Project cost while ensuring the infrastructure meets Project requirements and the Sponsor's performance standards;</li> <li>d) approach to ensuring the suitable and effective management of the interface between Successful Proponent delivered operation, maintenance and rehabilitation management services and any related management services that may delivered by others;</li> <li>e) approach to developing whole life cycle asset management strategies and plans to ensure end of term hand-back standards are met;</li> <li>f) approach to IMS;</li> <li>g) approach to ITS;</li> <li>h) approach to developing monitoring programs and incident response plans;</li> <li>i) approach to environmental management and to developing environment conditions of environmental approval compliance monitoring program and reporting requirements;</li> <li>j) approach to quality control and providing a continuity of quality service management over the length of the contract (e.g. succession planning over a long-term 30-year contract);</li> <li>k) approach to managing the Project in the context of the Operation, Maintenance and Rehabilitation Prime Team Members' other operation, maintenance and rehabilitation management contracts currently underway or planned;</li> <li>l) approach to managing and operating a highway maintenance facility over the length of the contract;</li> <li>m) approach to traffic management and road safety;</li> <li>n) approach to public safety;</li> <li>o) approach to health and safety at the workplace;</li> <li>p) any specifically intended innovative approaches to operation, maintenance and rehabilitation;</li> <li>q) approach to delivering a measure of cost certainty over the term of the Project; and</li> <li>r) policies, practices and procedures for the hiring, training and supervision of staff, including training and supervision on health and safety matters.</li> </ul>	<p>10 pages</p>	<p>Scored</p>

<p><b>4.2 Operation Maintenance and Rehabilitation Management Experience – Prime Team Members and Key Individuals:</b></p> <p>a) Provide commentary on each relevant Operation, Maintenance and Rehabilitation Prime Team Member’s experience with:</p> <ul style="list-style-type: none"> <li>i. approach to operation, maintenance, repair, and life cycle replacement of all components of the Project. Specific activities will include, but are not limited to, ice and snow removal, salting, cleaning, line painting, sign maintenance, pavement maintenance, pavement rehabilitation, structure maintenance, structure rehabilitation, incident reports, drainage maintenance and landscaping maintenance;</li> <li>ii. approach to traffic management and maintain road safety;</li> <li>iii. approach to health and safety management of workforce;</li> <li>iv. incorporating innovation in a project that led to added value and a sharing of benefits; and</li> <li>v. environmental management in accordance with environmental commitments and condition of approval including compliance monitoring and other sustainability features.</li> </ul> <p>b) Each Operation, Maintenance and Rehabilitation Prime Team Member should provide three (3) project examples of operation, maintenance and rehabilitation services relevant to the nature and scope of the Project (following the project information requirements set out in the Instructions to this Appendix B).</p> <p>c) Provide detailed resumes for the Key Individuals (indicating overall experience and any specific experience relevant to the nature and scope of the Project and the function to be performed by the Key Individuals). If applicable, reference each Key Individual's role in the submitted projects.</p>	<p>4 pages</p> <p>3 pages per project</p> <p>2 pages per person</p>	
<p><b>5.0 Additional Information</b></p>		
<p><b>5.1 Participation in Development of RFQ Submission:</b></p> <p>List the names, business affiliation, address and telephone number of all individuals who participated in the RFQ Submission.</p>	<p>N/A</p>	<p>Information Not Scored</p>
<p><b>5.2 Master Submission Form:</b></p> <p>The Respondent Representative must complete and execute the declaration in Form C-1 in Appendix C – RFQ Submission Forms.</p>	<p>N/A</p>	<p>Information Not Scored</p>
<p><b>5.3 Consent Declaration:</b></p> <p>Each Team Member must complete and execute the declaration in Form C-2 – Consent Declaration in Appendix C - RFQ Submission Forms.</p>	<p>N/A</p>	<p>Information Not Scored</p>

<p><b>5.4 Conflict of Interest, Confidential Information &amp; Litigation Declaration:</b></p> <p>The Respondent Representative must complete and execute the declaration in Form C-3 – Conflict of Interest, Confidential Information &amp; Litigation Declaration in Appendix C – RFQ Submission Forms.</p>	N/A	Information Not Scored
<p><b>5.5 Certificate of Officer:</b></p> <p>The Respondent Representative must complete and execute the declaration in Form C-4 – Certificate of Officer in Appendix C – RFQ Submission Forms.</p>	N/A	Information Not Scored
<p><b>5.6 Worker’s Compensation Board:</b></p> <p>For each Respondent’s general contractor and operation, maintenance and rehabilitation service provider, provide information on the Workers Compensation Board Clearance or equivalent.</p>	N/A	Information Not Scored
<p><b>5.7 Insurance:</b></p> <ol style="list-style-type: none"> <li>1. For each Respondent’s general contractor, provide a letter from a duly licensed Canadian insurance company or insurance brokerage firm outlining the general contractor’s ability to obtain: <ol style="list-style-type: none"> <li>i. “Wrap-Up” Commercial General Liability insurance in an amount of not less than \$100,000,000 per occurrence;</li> <li>ii. “All-Risk” Course of Construction Property and Boiler and Machinery insurance in an amount equal to the replacement cost of the Construction;</li> <li>iii. Commercial General Liability insurance in an amount of not less than \$25,000,000 per occurrence with the capacity to name Ministry of Highways and Infrastructure Saskatchewan as additional insured;</li> <li>iv. Contractors’ Equipment insurance on the basis of replacement cost valuation on equipment less than three years old and actual cash value on equipment more than three years old; and</li> <li>v. Automobile Liability insurance in an amount of not less than \$25,000,000 per occurrence.</li> </ol> </li> <li>2. For each Respondent’s general contractor, provide a letter of confirmation from a duly licensed Canadian bonding company clearly stating: <ol style="list-style-type: none"> <li>i. the name and address of the general contractor for which the confirmation letter is being provided;</li> <li>ii. that the general contractor is in good standing with the bonding company; and</li> </ol> </li> </ol>	N/A	Information Not Scored

<p>iii. the general contractor's single bond amount limit and the general contractor's total aggregate bonding facility amount.</p>		
<p><b>5.8 Completeness Checklist:</b></p> <p>The Respondent is encouraged to complete and submit the form in Appendix D – RFQ Completeness Checklist.</p> <p>The checklist is solely provided for the information and convenience of the Respondents and is not scored or otherwise evaluated.</p>	<p>N/A</p>	<p>Information Not Scored</p>

# APPENDIX C – RFQ SUBMISSION FORMS

## FORM C-1 – MASTER SUBMISSION FORM

Name of Respondent: \_\_\_\_\_

Name of Respondent  
Representative: \_\_\_\_\_

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

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

Respondent Representative  
Contact Name(s): \_\_\_\_\_

Title: \_\_\_\_\_

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

Alternate Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The above named Respondent Representative hereby declares on its own behalf and on behalf of the Respondent that:

(a) it has the power and authority to bind the Respondent for the purpose of the Request for Qualifications (the "RFQ") in respect of the Regina Bypass Project issued May 13, 2014 by the Sponsors and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ;

(b) the Respondent agrees to comply with and be bound by the requirements, terms and conditions contained in the RFQ Documents;

(c) the Respondent acknowledges its obligations regarding Confidential Information contained in Section 7.12 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 an RFQ Submission in the RFQ Process or are invited to submit or submit a proposal in the subsequent Request for Proposals process for the Project;

(d) the information submitted in the RFQ Submission or otherwise related to this RFQ Process is accurate

(e) the information required by the RFQ Documents has been substantially provided in the RFQ Submission;

(f) the Respondent recognizes that the information submitted will be treated as confidential and will be used only to establish qualifications to submit a proposal in the subsequent Request for Proposals for the Project;

(g) the Respondent agrees that the information submitted may be clarified, verified and investigated and that pertinent information may be obtained and hereby consent to such clarification, verification and investigation;

(h) the Respondent agrees that the Sponsors are not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any RFQ Submission;

(i) the Respondent understands that any omission or failure to substantially comply with a requirement included in the RFQ Documents may result in the RFQ Submission being disqualified;

(j) 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");

(k) the Respondent understands that the RFQ and RFQ Documents do not constitute any offer of work by the Sponsors;

(l) the Respondent acknowledges and warrants that it has received the entire RFQ, including any and all addenda, and that it waives any right to rectification or clarification of any aspect of the RFQ, including any and all addenda; and

(m) the Respondent declares that this Form C-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 C-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.

**FORM C-2- CONSENT DECLARATION**

Team Member Consent Declaration

I, \_\_\_\_\_, am an authorized officer or director of \_\_\_\_\_ "\_\_\_\_" ("Team "ember") 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 Request for Qualifications (the "RFQ") in respect of the Regina Bypass Project issued May 13, 2014 by the Sponsors and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ;
- (b) the Team Member agrees to be bound by the requirements of the RFQ;
- (c) the Team Member consents to its inclusion as a member of the Respondent;
- (d) the Team Member confirms that the RFQ Submission accurately reflects the qualifications of the Team Member;
- (e) the Team Member consents to the Sponsors performing reference checks;
- (f) the Team Member understands and accepts the obligations imposed on it as a result of the RFQ Submission; and
- (g) the Team Member declares that this Form C-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 C-2 – Consent 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.

**FOR- C-3 - CONFLICT OF INTEREST, CONFIDENTIAL INFORMATION & LITIGATION DECLARATION**

This Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration is delivered pursuant to the Request for Qualifications (the "RFQ") in respect of the Regina Bypass Project issued May 13, 2014 by the Sponsors. All terms not otherwise defined herein have the meaning given to them in the RFQ.

The Respondent Representative hereby declares on behalf of the Respondent and such Respondent's Team Members and 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 RFQ 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 RFQ Submission.

For the purposes of this Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration, "Conflict of Interest" has the meaning ascribed thereto in the RFQ.

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 Sponsors to the Respondents in the normal course of the Request for Qualifications) that is or was relevant to the Project or the Request for Qualifications evaluation process.  True  Not True

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

For the purposes of this Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration, "Confidential Information" has the meaning ascribed thereto in the RFQ.

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 are involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:
- i. is against or involving SaskBuilds, the Government or the Ministry; or
  - ii. may materially adversely affect the Respondent's, the Prime
- True  Not True

Team Member's, the Team Member's or the Key Individual's ability to participate in the Project or perform its obligations under the Project Agreement.

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.

5. In the last 5 years there are not, and have not been, any charges or investigations by a public body or convictions or administrative penalties or liabilities related to inappropriate bidding practices or unethical behavior by the Respondent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian or other jurisdiction, or to the best of the knowledge of the Respondent Representative, by any employees of the Respondent, including former employees, who might have or had involvement or the ability to influence the affairs of the Respondent.  True  Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief description of the date and nature of the charge, investigation, conviction, penalty or liability, as applicable, and the measures taken by the Respondent or its Affiliates to ensure that such activity shall not recur.

6. The Respondent Representative agrees to inform the Sponsors of any future charges or investigations by a public body or convictions or administrative penalties or liabilities that may arise in the course of the procurement for the Project including the RFQ Process and the RFP Process, and to provide further information and assurances relating thereto, as the Sponsors may reasonably request, including without limitation an explanation as to the nature and extent of such charges or investigations by a public body or convictions or administrative penalties or liabilities. Sponsors reserve the right (without limitation to any other right that may have), to take such charges, investigations or convictions into consideration in their evaluation and may, in their discretion (whether the evaluation has been completed or not), disqualify the Respondent from continued participation in the RFQ and RFP for the Project.
7. This Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration has not been modified in any manner, except to complete the required information.

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

In witness whereof, the Respondent Representative has executed this Form C-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.

## FORM C-4 – CERTIFICATE OF OFFICER

This Form C-4 – Certificate of Officer is delivered pursuant to the Request for Qualifications (the “RFQ”) in respect of the Regina Bypass Project dated May 13, 2014 and issued by the Sponsors. All terms not otherwise defined herein have the meaning given to them in the RFQ. This Form C-4 – Certificate of Officer has not been modified in any manner, except to complete the required information.

### CERTIFICATE OF OFFICER OF [TEAM MEMBER]

TO: SaskBuilds Corporation (“**SaskBuilds**”)

AND TO: Ministry of Highways and Infrastructure

RE: [Company] (“**Company**”), as a Team Member of [Respondent] (“**Respondent**”), in respect of the Request for Qualifications (the “**RFQ**”) issued by the Sponsors for the Regina Bypass Project (the “**Project**”)

---

I, [Name], the undersigned, in my capacity as [Title] of [Company] and not in my personal capacity, regarding the matters contained herein, do hereby certify, to the best of my knowledge, that:

1. **Corporate Structure.** [Describe nature, legal structure and jurisdiction of Company]
2. **The Project.** [Company] has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of the procurement for the Project and the RFQ Process.
3. **Inappropriate Bidding Practices or Unethical Behaviour.** Except as listed in **Schedule A** hereto, [Company] confirms that in the last 5 years there are not, and have not been, any charges or investigations by a public body or convictions or administrative penalties or liabilities related to inappropriate bidding practices or unethical behaviour by [Company] or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian [or other] jurisdiction, or to the best of the knowledge of [Company] by any employees of [Company], including former employees, who might have or had involvement or the ability to influence the affairs of [Company].

In respect of any matters listed in Schedule A, Schedule A describes the measures taken by [Company] to ensure that such activity shall not recur.

4. **Policies.** [Company] has internal policies establishing ethical standards for its bidding practices which prohibit inappropriate bidding practices and unethical behaviour which specify that violation may result in sanctions. [Company] has internal processes and controls in place which monitor its bidding practices to ensure compliance with such policies. Except as set forth in Schedule A, all such policies, processes and controls have been fully adhered to and complied with by [Company]. Copies of such policies shall, upon request, be provided to the Sponsors.
5. **Further Assurances.** [Company] agrees to inform the Sponsors of any future charges or investigations by a public body or convictions or administrative penalties or liabilities that may arise in the course of the procurement for the Project including the RFQ Process and the RFP Process, and to provide further information and assurances relating thereto, as the Sponsors may reasonably request, including without limitation an explanation as to the nature and extent of such charges or investigations by a public body or convictions or administrative penalties or liabilities. Sponsors reserve the right (without limitation to any other right that may have), to take such charges, investigations or convictions into consideration in their evaluation and may, in their discretion (whether the evaluation has been completed or not), disqualify [Company] from continued participation in the RFQ and RFP for the Project.

6. **Reliance.** The Sponsors are relying upon the truth and accuracy of the statements set forth herein in all aspects relevant to the procurement process for the Project. The undersigned acknowledges that if at any time any of the information contained herein changes, the undersigned will advise of same in writing to the Sponsors, at the addresses below:

SaskBuilds Corporation  
720-1855 Victoria Ave  
Regina SK Canada  
S4P 3T2

Attention: Contact Person, Regina Bypass Project

IN WITNESS WHEREOF I have signed the certificate on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**[Company]**

---

Name:

Title:

**SCHEDULE A TO FORM C-4 – CERTIFICATE OF OFFICER**

**CHARGES OR INVESTIGATIONS BY PUBLIC BODY  
RELATED TO INAPPROPRIATE BIDDING OR UNETHICAL BEHAVIOUR**

**[NTD: List to be provided by [Company] if applicable]**

## APPENDIX D – RFQ SUBMISSION CHECKLIST

RFQ Section Reference	Item	
Section 3.11	The Technical Information Package was submitted in a separate sealed package marked "Technical Information".	Yes / No
Section 3.11	The Financial Information Package was submitted in a separate sealed package marked "Financial Information".	Yes / No
Appendix B to the RFQ – Table 1		
Section 1.0	General Information: 1.1 Executive Summary	Yes / No
Section 2.0	Developer's Approach to Project Partnering and Development and Financial and Financing Information:	
	2.1 Developer's Approach to Project Partnering and Development	Yes / No
	2.1.1 Project Development Approach	Yes / No
	2.1.2 Team Members and Processes	Yes / No
	2.1.3 Team Organization and Responsibilities	Yes / No
	2.1.4 Project Development Experience – Developer and Key Individuals	Yes / No
	2.2 Financial and Financing Information:	Yes / No
	2.2.1 Financial Strength of the Prime Team Members	Yes / No
	2.2.2 Risk Allocation and Approach to Securing Performance	Yes / No
	2.2.3 Approach to Financing Structure	Yes / No
	2.2.4 Past Experience – Projects and Team Experience	Yes / No
Section 3.0	Design and Construction Approach and Experience:	
	3.1 Design Approach and Experience	Yes / No
	3.1.1 Design Approach	Yes / No
	3.1.2 Design Experience	Yes / No
		Yes / No

RFQ Section Reference	Item	
	3.2 Construction Approach and Experience	Yes / No
	3.2.1 Construction Approach	Yes / No
	3.2.2 Construction Experience – Construction Prime Team Members and Key Individuals	
Section 4.0	Operation, Maintenance and Rehabilitation Management Capability and Experience:	Yes / No
	4.1 Operation, Maintenance and Rehabilitation Management Approach	Yes / No
	4.2 Operation, Maintenance and Rehabilitation Management Experience – Prime Team Members and Key Individuals	
Section 5.0	Additional Information:	
	5.1 Participation in Development of RFQ Submission	Yes / No
	5.2 Master Submission Form (Form C-1) Appendix C	Yes / No
	5.3 Consent Declaration – (Form C-2) Appendix C	Yes / No
	5.4 Conflict of Interest, Confidential Information and Litigation Declaration – (Form C-3) Appendix C	Yes / No
	5.5 Certificate of Officer – (Form C-4) Appendix C	Yes / No
	5.6 Workers Compensation Board	Yes / No
5.7 Insurance	Yes / No	

## APPENDIX E – REQUEST FOR INFORMATION (RFI) FORM

<b>To Be Completed by the Respondent:</b>			
Request #	[Insert Respondent Name and Sequential Number (e.g. 1,2,3,etc.)]		
Is this query requested to be Commercially Confidential?: (check applicable box)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Raised by:			
Address:			
Telephone:			
Email:			
Date Raised:			
Type of request: (check applicable box)	<input type="checkbox"/> Information	<input type="checkbox"/> Clarification	
Source of query:			
Reference Document:	[Indicate section reference and date, if applicable]		
Request / Query (One request / query per sheet)			
To be completed by sponsor:			
Name of individual who prepared the response to this RFI:			
Date response to RFI was forwarded to above Respondent:			