



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 201-2014

**DESIGN, BUILD, FINANCE, (OPERATE) MAINTAIN THE CITY OF WINNIPEG'S
CAPITAL INTEGRATION PROJECT - SOUTHWEST TRANSITWAY (STAGE 2) AND
PEMBINA HIGHWAY UNDERPASS**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS & INTERPRETATION

- B1.1 In this RFQ, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.
- B1.2 When used in this Request for Qualification:
- (a) “**Act**” refers to *The Public Private Partnerships Transparency and Accountability Act* (Manitoba);
 - (b) “**Affiliate**” is as defined in the *Corporations Act* (Manitoba);
 - (c) “**Assets**” means the vital roadworks in the City’s transportation infrastructure comprised of the new transit runningway, overpasses, tunnel, approach streets and land drainage works that are the subject matter of the Project;
 - (d) “**Break Payment**” means the amount determined by the City to be payable by the City to each Prequalified Party for proposal development costs as contemplated by and consistent with B10.4;
 - (e) “**Business Case**” means the document, which assesses a range of infrastructure P3 models and recommends an optimal model that provides demonstrable public benefits and value for money;
 - (f) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (g) “**Calendar Day**” means the period from one midnight to the following midnight;
 - (h) “**Capital Integration Project**” means the Project;
 - (i) “**CIP**” is an abbreviation for Capital Integration Project;
 - (j) “**City**” means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
 - (k) “**City Council**” means the Council of the City of Winnipeg;
 - (l) “**City FTP Site**” shall mean the site on which the City intends to make available Confidential Information to registered Persons, further to B14.1;
 - (m) “**City Project Website**” shall mean the publicly accessible website that the City intends to use for making available all information to Proponents regarding the Project other than Confidential Information and more specifically, means the relevant “Bid Opportunities” page at the City’s Materials Management Division’s website at <http://www.winnipeg.ca/matmgt/bidopp.asp>;
 - (n) “**CN**” means the Canadian National Railway Company;
 - (o) “**CN Detour**” means a temporary realignment of CN tracks, commonly referred to as a shoo fly, to accommodate construction activities;
 - (p) “**Confidential Information**” is as defined in the Non-Disclosure Agreement and set out in Appendix G to this RFP;
 - (q) “**Conflict of Interest**” is defined in B17.2;
 - (r) “**Construction Prime Team**” means all of the Construction Prime Team Members and, if there is only one Construction Prime Team Member, means that Construction Prime Team Member;
 - (s) “**Construction Prime Team Member(s)**” means the Prime Team Member involved in the construction of the Project, or, if more than one Construction Prime Team Member is named by the Proponent, means all Construction Prime Team Members;

- (t) **“Construction Team”** means all of the Team Members involved in the construction of the Project, including the Construction Prime Team Member;
- (u) **“Construction Works”** refers to the major construction components involved with the Project as outlined in B6.2;
- (v) **“Contract Administrator”** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (w) **“Control”** has the meaning ascribed thereto in the Corporations Act (Manitoba), and “Controlled”, “Controls” and “Controlling” have corresponding meanings;
- (x) **“Deloitte”** refers to Deloitte LLP, the City’s procurement and financial advisor on the Project, as a sub-consultant to Dillon;
- (y) **“Dillon”** refers to Dillon Consulting Limited, the City’s advisor on the Project to provide professional consulting services for Stage 2 of the Southwest Transitway - functional design - P3 business case and VFM analysis – procurement - owner’s advocate;
- (z) **“DBF(O)M”** means design, build, finance, and (operate) maintain;
- (aa) **“DBF(O)M Agreement”** means the contract intended to be entered into between the City and Project Co for performance of the design, build, finance, and (operate) maintain obligations required by the Project;
- (bb) **“Design Prime Team”** means all of the Design Prime Team Members and, if there is only one Design Prime Team Member, means that Design Prime Team Member;
- (cc) **“Design Prime Team Member(s)”** means the Prime Team Member involved in the design of the Project, or, if more than one Design Prime Team Member is named by the Proponent, means all Design Prime Team Members;
- (dd) **“Design Team”** means all of the Team Members involved in the design of the Project, including the Design Prime Team Member(s);
- (ee) **“Environmental Assessment”** means the processes and approvals as per the Environment Act and the Environment Act Proposal Report Guidelines;
- (ff) **“Evaluation Categories”** means the evaluation categories set out in B36.1;
- (gg) **“Expiry Date”** means the 30th anniversary date following the Substantial Completion Date, unless the DBF(O)M Agreement is terminated earlier in accordance with its provisions;
- (hh) **“Fairness Monitor”** is P1 Consulting Inc., whose role is set out in B23;
- (ii) **“Financial Close”** means the first date that funding for the Project is available to Project Co under the lending agreements with Project Co’s lenders;
- (jj) **“Financial Disclosure Entities”** has the meaning set out in B32.1;
- (kk) **“Financing Prime Team”** means all of the Financing Prime Team Members and, if there is only one Financing Prime Team Member, means that Financing Prime Team Member;
- (ll) **“Financing Prime Team Member(s)”** means the Prime Team Member involved in the financing of the Project, or, if more than one Financing Prime Team Member is named by the Proponent, means all Financing Prime Team Members;
- (mm) **“Final Completion”** means the completion of the Works in accordance with the DBF(O)M Agreement, including correction and completion of minor deficiencies;
- (nn) **“Highest Ranked Proponent”** means the Proponent, if any, recommended by the RFP Evaluation Committee for award of the DBF(O)M Agreement to the appropriate award authority of the City;
- (oo) **“Honorarium”** means the sum of money referred to in B10.2 payable by the City to certain unsuccessful Proponents under the conditions set out in B10.2 and B10.3;
- (pp) **“Ineligible Person”** is defined in B22.1 and includes Affiliates of Ineligible Persons, unless the City provides the waiver of ineligibility set out in B22.4;

- (qq) “**Key Individual**” means an individual designated in the submission of a Proponent to play a lead role for and on behalf of the Prime Team Member;
- (rr) “**Operations/Maintenance Works**” refers to the major maintenance components involved with the Project as outlined in B6.4;
- (ss) “**Manitoba Hydro**” refers to Manitoba Hydro, the electric power and natural gas utility in the province of Manitoba;
- (tt) “**Manitoba Conservation**” refers to the Manitoba Conservation and Water Stewardship;
- (uu) “**Maintenance Prime Team**” means all of the Maintenance Prime Team Members and, if there is only one Maintenance Prime Team Member, means that Maintenance Prime Team Member;
- (vv) “**Maintenance Prime Team Member(s)**” means the Prime Team Member involved in the maintenance and rehabilitation of the Project, or, if more than one Maintenance Prime Team Member is named by the Proponent, means all Maintenance Prime Team Members;
- (ww) “**Maintenance Team**” means all of the Team Members involved in the maintenance and rehabilitation of the Project.
- (xx) “**Maintenance Term**” means the period to be fixed in the DBF(O)M Agreement commencing on the Substantial Completion Date and continuing through to the Expiry Date during which Project Co. shall maintain the Project in accordance with terms to be finalized in the DBF(O)M Agreement;
- (yy) “**Member**” or “**Team Member**” means an entity that is identified in the Proponent’s Qualification Submission as being a member of the Proponent’s team, including Prime Team Members;
- (zz) “**Non-Disclosure Agreement**” means the non-disclosure agreement set out in Appendix F;
- (aaa) “**P3**” means ‘public-private-partnership’ and is an acronym for a method for public sector procurement and contracting intended to solicit innovative solutions and engage a well-qualified team of private sector participants in the design, construction, long-term financing, operation and/or maintenance of large public infrastructure projects;
- (bbb) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (ccc) “**PPP Canada**” refers to PPP Canada Inc., a Federal Crown Corporation whose mandate is to improve the delivery of public infrastructure by achieving better value, timelines and accountability to taxpayers, through P3s;
- (ddd) “**Preferred Proponent**” means the Proponent that is selected by the City to enter into the DBF(O)M Agreement and is designated as such by the City in a formal notice issued to said Proponent;
- (eee) “**Prequalified Parties**” is defined in B5.1;
- (fff) “**Prime Team Member**” means an individual or entity that: (i) is the Project Development Prime Team Member; (ii) has or will have an equity 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 maintenance and rehabilitation work based on total estimated maintenance and rehabilitation management costs of the Project; or (vi) any individual or entity that has been put forward by the Proponent to provide any financial advisory services or any critical or material portion of the design, construction or maintenance and rehabilitation in connection with the Project;
- (ggg) “**Project**” is defined in B2.1;

- (hhh) “**Project Co**” means the special purpose vehicle or entity formed, or that will be formed, by the Preferred Proponent, which vehicle is approved in advance, in writing by the City, acting reasonably, to enter into the DBF(O)M Agreement;
- (iii) “**Project Development Prime Team Member**” means the Team Member(s) on the Proponent’s team who will play the lead post-Financial Close project development role in respect of the Project;
- (jjj) “**Project Location**” means the lineal corridor between the Pembina & Jubilee area and Markham Road/University of Manitoba as generally illustrated in Figure 2. This corridor includes the area for works required for the widening of Pembina Highway beneath the Jubilee Overpass, the southerly extension of the Southwest Transitway to Markham Road (via the lands immediately north of Parker Avenue, the Manitoba Hydro right-of-way, and the CN Letellier subdivision), a transitway connection between the CN Letellier subdivision and University Crescent (via Southpark Drive and the University’s Southwood lands), and transit improvements on the University of Manitoba campus (upgrades to existing stops and construction of a new bus loop). Further details on the Project Location are expected to be set forth in the RFP;
- (kkk) “**Project Team**” means the group of City employees led by the City’s Contract Administrator charged with responsibility to oversee the procurement and contracting process commenced by issuance of this RFQ;
- (lll) “**Proponent**” is defined in B5.6;
- (mmm) “**Proponent Representative Contact Individual**” means the individual who shall be responsible for all of the Proponent’s communications with the City in respect of this RFQ, and is to be identified as such in the Proponent’s Qualification Submission;
- (nnn) “**Proponent Representative**” means the business organization (corporation, joint venture, general partner, etc.) responsible for all of the Proponent’s communications with the City in respect of this RFQ, identified as such and which signs the declaration Form A-1 (Master RFQ Submission Form);
- (ooo) “**Proponents’ Conference**” means the non-mandatory meeting with members of the City’s Project Team at which information relevant to the Project and this procurement process will be made available to persons who have registered in advance and are interested in responding to this RFQ;
- (ppp) “**Qualification Submission**” or “**Submission**” is defined in B5.6;
- (qqq) “**Recipient**” is defined in Appendix F (Non-Disclosure Agreement);
- (rrr) “**Recipient Team Member**” is defined in Appendix F (Non-Disclosure Agreement);
- (sss) “**Requests for Information**” or “**RFI**” is defined in B12.1;
- (ttt) “**Reserve Prequalified Party**” is defined in B5.7;
- (uuu) “**RFP**” means the Request for Proposals in respect of the Project;
- (vvv) “**RFP Process**” is defined in B5.1;
- (www) “**RFP Submission**” is a submission by a Prequalified Proponent in response to the RFP;
- (xxx) “**RFP Submission Deadline**” means the time and date that will be set out in the RFP by which RFP Submissions must be received by the City;
- (yyy) “**RFQ**” means the body of this document; Appendix A (Proponent Team Submission Tables); Appendix B (Project Experience Tables); Appendix C (Financing Team Member Experience Table); Appendix D (Key Individuals Table); Appendix E (High Level Risk Matrix); Appendix F (Non-Disclosure Agreement); Appendix G (Confidential Information); Appendix H (Request for Information Form) and addenda to this RFQ, if any;
- (zzz) “**RFQ Process**” is defined in B5.1;

- (aaaa) **“Risk Matrix”** means the table and contents included in this RFQ in Appendix E (High Level Risk Matrix);
- (bbbb) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
- (cccc) **“Stage 1”** refers to the existing stage of the City’s Southwest Transitway which connects Queen Elizabeth Way in downtown Winnipeg to the Jubilee/Pembina intersection, which was completed and put into full service in the spring of 2012;
- (dddd) **“Stage 2”** refers to the 7.6 km extension of the existing infrastructure of Stage 1 of the Southwest Transitway from Pembina Highway and Jubilee Avenue southward toward the University of Manitoba;
- (eeee) **“Southwest Transitway”** refers to existing Stage 1 and future Stage 2 of the Southwest Rapid Transit Corridor in Winnipeg;
- (ffff) **“Submission Address”** means the address for delivery of the Qualification Submissions set out in B25.7;
- (gggg) **“Submission Deadline”** means the time and date for final receipt of Qualification Submissions and is set forth in B25.1;
- (hhhh) **“Substantial Completion”** means the point at which the Works other than minor deficiencies have been completed in accordance with the requirements of the DBF(O)M Agreement;
- (iiii) **“Substantial Completion Date”** means the date when the Works have achieved Substantial Completion, and when the Maintenance Term commences;
- (jjjj) **“SWT”** is an abbreviation for the Southwest Transitway;
- (kkkk) **“Technical Submission Score(s)”** is defined in B37.5;
- (llll) **“Transitway”** has the same meaning as “Southwest Transitway”;
- (mmmm) **“U of M”** refers to the University of Manitoba;
- (nnnn) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the DBF(O)M Agreement and, without limiting the generality of the foregoing, includes the furnishing of all plant, material, labour and services necessary for or incidental to the fulfilment of the requirements of the DBF(O)M Agreement.

B2. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of design and construction of Stage 2 of the Southwest Transitway and the widening of Pembina Highway beneath the Jubilee Overpass. These two components comprise the “Capital Integration Project”, or the “Project”. Stage 2 of the Southwest Transitway includes a 7.6 km southerly extension of the existing infrastructure of Stage 1 of the Southwest Transitway from Pembina Highway and Jubilee Avenue to Markham Road and the University of Manitoba.
- B2.2 To take advantage of private sector resources, ingenuity and expertise, the City intends to use a public-private partnership (P3) procurement and payment process with the goal of awarding a contract for the design, build, financing and maintenance of the Assets to a well-qualified private sector team. This Project includes the construction of 7.6 km of exclusive transitway runningway, 9 structures (2 CN rail bridge reconstructions over arterial roads, 2 transitway bridges over arterial roads, separate transitway underpasses of a pair of CN wye tracks, a transitway overpass of an arterial road, a transitway tunnel beneath the CN Letellier subdivision, and a pedestrian tunnel beneath the Jubilee Overpass ramp), retaining wall structures, 2 drainage pump stations, land drainage and utility relocation works, rapid transit stations, park and ride facilities, and active transportation paths. The Project also includes life cycle maintenance of the Southwest Transitway Stage 2 constructed works over a 30 year time frame and regular summer and winter maintenance of the existing Southwest Transitway Stage 1 as well as the Pembina Highway roadworks. The City will retain responsibility for periodic major

and lifecycle maintenance for the Southwest Transitway Stage 1 works. This Project does not include any operations or maintenance of the Winnipeg Transit bus fleet.

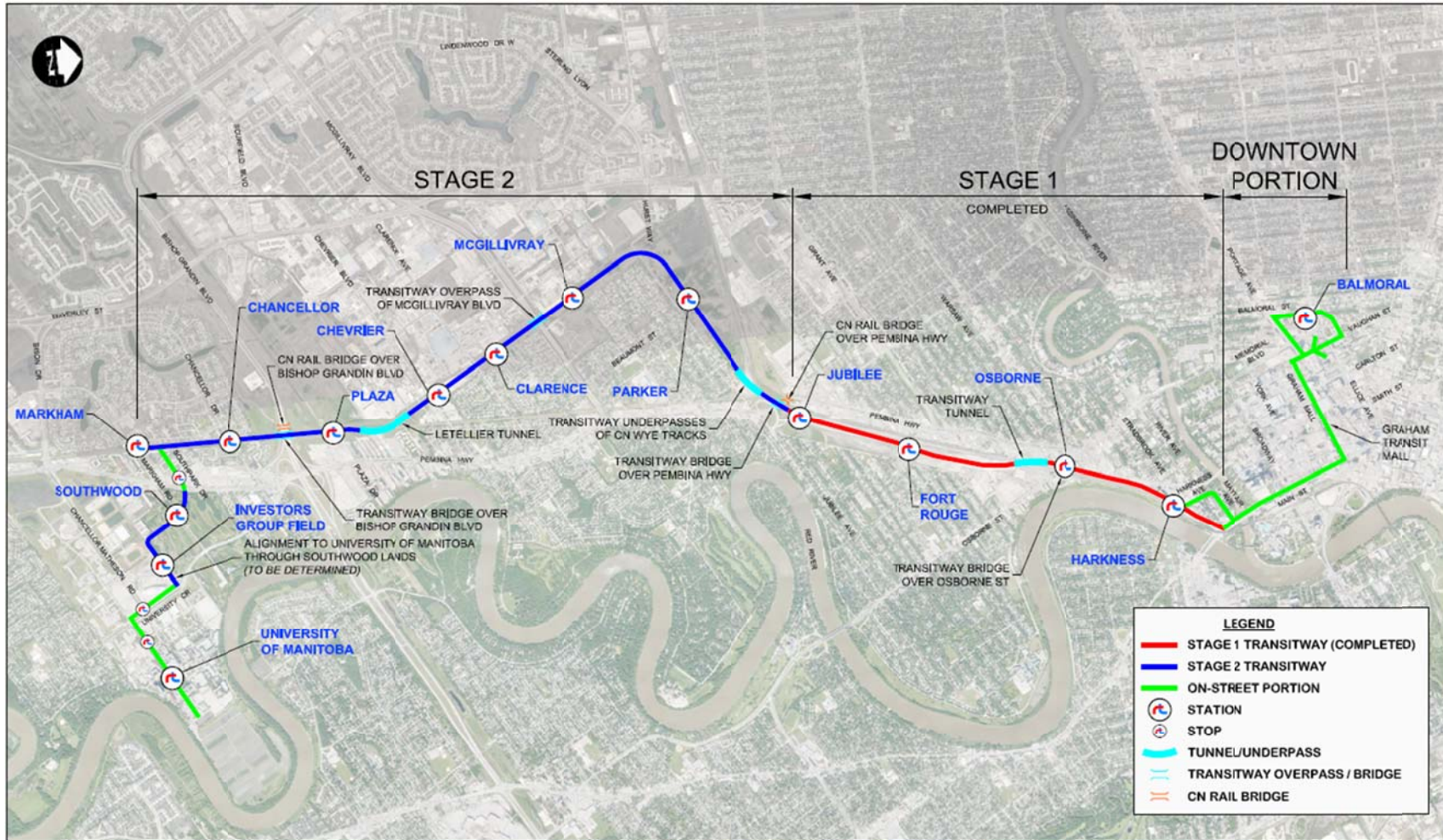
- B2.3 This Project includes work within CN right-of-way including, CN rail structures, CN rail relocation, CN detours and connection to existing CN rail lines.
- B2.4 This RFQ does not require potential consortia to team with rail contractors at this stage of the procurement process. A Proponent will not receive any evaluation points by including a rail contractor as part of its Qualification Submission. Additional information on requirements relating to rail contractors will be provided in the RFP.
- B2.5 The City seeks to have the private sector add value to enhancing quality of the Works, appropriately sharing risks and providing long-term maintenance for the newly built Assets while meeting or exceeding the City's Hand-back requirements.
- B2.6 All lands and rights in respect of lands required for the Project will be the City's responsibility to acquire and will be in place for the start of construction in early 2016.
- B2.7 The City is therefore initiating a fair competitive selection process by issuing this Request for Qualification (the "RFQ"). The private sector is invited to consider the potential business opportunity outlined in the RFQ and related materials, to form appropriate teams and then respond to this invitation seeking to be selected for full participation in the subsequent issuance of the RFP in competition for award of the DBF(O)M Agreement.
- B2.8 For the purposes of the RFQ, Proponents should assume that the Project will have an approximately \$590 million capitalized cost, of which 60% will be paid via Substantial Completion payment/milestone payments and 40% will be financed through long-term private financing and will be repaid over the Maintenance Term.

B3. BACKGROUND

- B3.1 Stage 1 of the Southwest Transitway, as documented in Winnipeg's Transportation Master Plan, links downtown Winnipeg with major destinations in the southwest part of the city on an exclusive right-of-way. Stage 1 connects Queen Elizabeth Way in downtown Winnipeg to the Jubilee/Pembina intersection and was completed and put into full service in the spring of 2012. Stage 2, which is a continuation of Stage 1, is an extension of the Southwest Transitway from Jubilee Avenue to Markham Road and the University of Manitoba (U of M) and completes the link between downtown Winnipeg and southwest Winnipeg, presenting opportunities for access to the University of Manitoba, Investors Group Field, as well as residential and employment neighbourhoods.
- B3.2 On June 25, 2014, City Council approved recommendations regarding the Capital Integration Project that combines the Pembina Highway widening project beneath the Jubilee Overpass, Stage 2 Southwest Transitway and associated land drainage infrastructure. Once completed, the Capital Integration Project will be the City's largest infrastructure project to date.
- B3.3 The City has decided to proceed with procurement and contracting by utilizing a public-private partnership (P3) approach for the delivery of the Project given the alignment of its objectives with the expected benefits that a P3 model may bring. Given the City's future strategic direction for transit and transportation in the City, a P3 approach is expected to provide the City with more certainty on completion of the Project within the City's timelines while also appealing to those private sector partners with the experience and expertise to undertake a project of this size and scope.
- B3.4 The City was one of the first municipalities in Canada to utilize the P3 procurement and contracting model for capital project delivery and has a strong track record in overseeing the successful delivery of major transportation capital projects through both traditional and P3 contracting methods. Major capital projects in which the City of Winnipeg Public Works and Transit Departments have been involved in recent years include:

- (a) Disraeli Bridges - \$195 million (DBFM Public-Private Partnership with Plenary Roads Winnipeg) (completed);
 - (b) Southwest Transitway (Stage 1) - \$138 million (completed using a “traditional” approach) (completed); and
 - (c) Chief Peguis Trail Extension - \$110 million (DBFM Public-Private Partnership with DBF2 Limited Partnership) (completed).
- B3.5 After developing an outline Business Case to assess this Project’s suitability as a P3 project, the City has decided to proceed with procurement and contracting under a DBF(O)M procurement model. Under a DBF(O)M P3 model, the Preferred Proponent will develop the detailed design for the Project, construct, finance, and (operate)/maintain it over a 30 year maintenance period extending from 2019 to 2049. This is very similar to the models used recently by the City of Winnipeg for the Disraeli Bridges project and the Chief Peguis Trail Extension project.
- B3.6 The City has submitted an application for funding of eligible Project costs, supported by the Business Case, to the federal government through PPP Canada.
- B3.7 On November 19, 2013 the Province of Manitoba announced that it will contribute up to \$225 million of capital funding to the Project. Following this announcement, the Province has provided a commitment letter to the City confirming its investment in support of the Project through the 2014 Provincial Budget.
- B3.8 A functional design of the Stage 2 works was undertaken in 2013/2014 to determine the optimum alignment for the bus corridor. As part of the functional design process, public input and feedback was gathered from adjacent landowners, businesses, utility agencies and the general public. As this proposed alignment affects major utilities and agencies, significant consultation was undertaken with Canadian National (CN), Manitoba Hydro, the University of Manitoba, and the Winnipeg Blue Bombers Football Club. All of these agencies are aware of the importance of the Project and are in general agreement with the work that has been undertaken and have indicated their willingness to work collaboratively with the City on this Project.
- B3.9 The Project Location and the conceptual alignment plan are shown on the following pages.

Figure 2: Southwest Transitway Route Alignment



- B3.10 The City has undertaken an Environmental Assessment of the Project and a submission has been made to Manitoba Conservation. No concerns were identified by Manitoba Conservation's Technical Advisory Committee and Manitoba Conservation is currently reviewing public comments to assess what, if any, additional information may be required. It is expected that Manitoba Conservation will issue an Environment Act License shortly after they complete their review and assessment process.
- B3.11 The City has entered into an agreement with Manitoba Hydro to complete critical Hydro transmission, distribution, and communication relocations within its right-of-way required to accommodate the Transitway alignment. These relocations are to be completed prior to the start of construction of the CIP in 2016. While other non-critical relocation of Hydro infrastructure will also be required, such non-critical relocation can be carried out during the construction of the Works.
- B3.12 The City has an existing 1994 agreement with CN that documents the work to be undertaken to accommodate the construction of the Transitway and the sharing of the existing CN right-of-way. In addition, CN and the City have also recently agreed to their respective work and responsibilities required to be carried out in respect of construction of the Project.
- B3.13 The City has consulted extensively with the U of M and the Winnipeg Blue Bombers Football Club regarding Stage 2. Both of these organizations have been involved in the design and process to date and are very supportive of this Project.
- B3.14 The City has undertaken an engineering review of the existing feedermain and aqueduct within the Manitoba Hydro right-of-way and although protection and approvals for any work in close proximity to these utilities is required, it has been determined that relocation of these facilities is not required.
- B3.15 Some general information for the Project can be found at:
<http://winnipegtransit.com/en/major-projects/southwest-transitway/stage-2---southwest-transitway/southwest-transitway-stage-2-overview/>

B4. WINNIPEG

- B4.1 Winnipeg is an important Canadian city and the capital of the Province of Manitoba. The City is located near the geographic center of North America and lies at the confluence of the Red and Assiniboine rivers. The City region makes up 2/3 of the province's population and economy. Winnipeg currently has a regional population of nearly 800,000 people, and is forecasted to grow to over 1 million people by 2035. With immigration at the forefront of its growth, Winnipeg is composed of a broad range of diverse neighbourhoods and communities with numerous attractions: from arts and culture to sports and entertainment. Winnipeg has one of the most stable and diverse economies in Canada and plays a prominent role in transportation, aerospace, advanced manufacturing, pharmaceutical, finance, and agriculture.
- B4.2 The political representation for the City is comprised of a Mayor and 15 Councillors, each representing a city ward. Following the municipal election on October 22, 2014, there will be a new Mayor and Council elected with a four year term.
- B4.3 The City's public service is directed by a Chief Administrative Officer (CAO), a Chief Financial Officer (CFO) and a Chief Operating Officer (COO) who provide overall leadership of City departments. The City has just under 9,000 employees (FTEs) and provides a full range of municipal services to the citizens of Winnipeg. In 2014, the City has a tax supported operating budget of \$969 million and a utility operating budget of \$430 million, along with a capital budget of \$380 million.
- B4.4 The City currently maintains a credit rating of Aa1 (Moody's Investors Service) and AA (Standard & Poor's Ratings Services).

B4.5 For additional information on Winnipeg and its municipal government, please see the City's Annual Financial Report:

<http://www.winnipeg.ca/finance/files/2013AnnualReport.pdf>

B5. REQUEST FOR QUALIFICATIONS DOCUMENT AND PROCUREMENT PROCESS

B5.1 This RFQ is the first stage in the procurement process for the Project. The process set out in this RFQ (the "RFQ Process") will begin with the issuance of this RFQ and will end, subject to B38, with the identification of the prequalified parties that will be eligible to participate further in the RFP phase of this competitive procurement process (the "Prequalified Parties"). This RFQ will be followed by the issuance of the RFP, which will set out the RFP process (the "RFP Process").

B5.2 The purpose of this RFQ is to identify experienced and capable Proponents to:

- (a) Confirm that there is sufficient interest among suitably qualified private sector participants to proceed effectively with the DBF(O)M procurement process; and
- (b) Identify a maximum of three (3) Prequalified Parties for participation in the RFP stage of the procurement process.

B5.3 The City invites qualified Persons to submit a Qualification Submission in response to this RFQ.

B5.4 After receiving the Submissions to this RFQ, the City will review and evaluate all Submissions received and identify up to three Prequalified Parties. Only Prequalified Parties will be invited to submit an RFP Submission and participate in the RFP Process. Upon completion of the RFP stage, the City's Project Team intends to provide the appropriate award authority with a recommendation for award of the DBF(O)M Agreement. Award of the DBF(O)M Agreement to the Preferred Proponent will be subject to final approval by the appropriate award authority of the City.

B5.5 The objectives of the City for the Project and this procurement process are:

- (a) To conduct a fair, competitive selection process for award of a DBF(O)M Agreement which appropriately allocates risks and rewards between the City and Project Co;
- (b) To complete construction of the Project in the most efficient time frame with the least possible disruption to affected businesses, the travelling public and residents;
- (c) To obtain financial terms from Project Co that provide the best value possible for public money to be invested in the Project;
- (d) To ensure that the Project is designed, built, (operated), and maintained in a sustainable manner that complies with all regulatory requirements, ensures the safety and the convenience of motorists, transit users, cyclists and pedestrians alike; and
- (e) To ensure that the Assets are handed back to the City at the end of the Maintenance Term in accordance with the hand back requirements set out in the DBF(O)M Agreement.

B5.6 In this RFQ, all members of a Proponent team are referred to collectively as the "Proponent". Each member of a Proponent is referred to as a "Team Member" and each Proponent's submission is referred to as a "Qualification Submission". For ease of reference, both prospective Proponents (prior to submission) and Proponents that submit a Qualification Submission are referred to as "Proponents". Each Proponent shall be represented by a Proponent representative (the "Proponent Representative") for the purpose of this RFQ Process. The Proponent Representative shall have the power and authority to bind all Proponent Team Members for purposes of this RFQ Process.

B5.7 The City intends to prequalify, at a maximum, three (3) Prequalified Parties. However, the City may, in its sole discretion either prior to or after the issuance of the RFP, replace a Prequalified Party that has informed the City that it does not intend to participate in the RFP Process by adding the next highest ranked Proponent to the list of Prequalified Parties. Each Proponent

who is eligible to be added to the list of Prequalified Parties pursuant to B5.7 is a "Reserve Prequalified Party". The provisions of B5.7 shall survive the cancellation or conclusion of the RFQ Process and will be applied in a manner which recognizes the legitimate interest of the City to maximize competitive tension during the RFP Process while respecting the principles of fairness to all Proponents.

- B5.8 Prior to being added to the list of Prequalified Parties, upon notification by the City, a Reserve Prequalified Party will be required to:
- (a) confirm in writing in a form satisfactory to the City that the Reserve Prequalified Party wishes to participate in the RFP Process;
 - (b) provide the City with confirmations pursuant to B36.6, in a form satisfactory to the City; and
 - (c) either,
 - (i) provide the City with a confirmation that its Team Members have not changed; or
 - (ii) make application pursuant to B33 for a change to a Team Member.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the proposed DBF(O)M Agreement shall consist of the construction and certain related operations/maintenance elements of the Pembina Highway Underpass and a 7.6 kilometre extension (Stage 2) of the existing Southwest Transitway, south from Pembina Highway and Jubilee Avenue to the U of M using land within Manitoba Hydro and CN Rail rights-of-way for most of its alignment. This alignment, recommended in the Southwest Rapid Transit Stage 2 Alignment Study, completed and subsequently approved by City Council in 2013, provides an opportunity to deliver rapid transit service on an exclusive transitway directly to the U of M, downtown, and several neighbourhoods in the southwestern and western parts of the City.
- B6.2 The major components of the Construction Works are as follows:
- (a) The widening and realignment of Pembina Highway by an additional northbound lane beneath the Jubilee Overpass to create a six lane facility with three lanes in each direction;
 - (b) Replacement of the CN Rail Bridge Over Pembina Highway on a new alignment that includes CN Detours and relocation of the CN Rivers sub-division (i.e. the main lines) and the CN Letellier sub-division;
 - (c) Demolition of the existing CN Rail Bridge over Pembina Highway;
 - (d) A new Pembina Highway Land Drainage Pump Station and associated drainage works to improve overall drainage;
 - (e) The relocation of the existing combined sewer beneath the Pembina Highway underpass of Jubilee to accommodate the lowering of Pembina Highway;
 - (f) Reconstruction of Pembina Highway from approximately Point Road / Windermere Avenue to Stafford Street;
 - (g) Improvements to the pedestrian and active transportation facilities adjacent to Pembina Highway between Jubilee Avenue and Harrow Street, including an active transportation underpass of the west Jubilee ramp to links directly with the active transportation path of the Southwest Transitway. Construction of retaining walls along Pembina Highway and active transportation facilities on both sides of Pembina Highway in the vicinity of the Pembina underpass of Jubilee, and an active transportation ramp to Harrow Street;
 - (h) A new transitway approximately 7.6 km in length connecting Pembina/Jubilee to Markham Road and to the University of Manitoba Investors Group Field;
 - (i) A new Transitway Bridge over Pembina Highway near Jubilee;

- (j) A new Transitway underpass of CN Wye Tracks at the CN Portage Junction (includes 2 railway bridges) and associated CN Detours and relocations in the e CN Rivers and the CN Letellier subdivisions;
- (k) A new Land Drainage Sewer Pump Station and associated drainage works to accommodate the transitway underpasses of the CN Wye Tracks at the CN Portage Junction;
- (l) A new transitway station north of Parker Avenue between Georgina Street and Beaumont Street (Parker Station);
- (m) A new vehicle loop and short-term parking for passenger pick-up/drop-off at Parker Station;
- (n) A transit-only roadway extension of Beaumont Street from Parker Avenue to the transitway at Parker Station;
- (o) A widening of Hurst Way from two lanes to four lanes between Waverley Street and a point near the west end of an existing dog park;
- (p) A two-lane easterly extension of Hurst Way from a point near the west end of an existing dog park and a point north of Parker Station;
- (q) A new north-south roadway, Georgina Street, between the end of the easterly extension of Hurst Way and Parker Avenue that crosses the transitway at an at-grade intersection;
- (r) A new transitway station within the Manitoba Hydro lands between Seel Avenue and Edderton Avenue (McGillivray Station);
- (s) A new "Park and Ride" Facility at the McGillivray Station;
- (t) A new Transitway overpass of McGillivray Boulevard;
- (u) A new transitway station within the Manitoba Hydro lands north of Clarence Avenue (Clarence Station);
- (v) A new "Park and Ride" facility at the Clarence Station;
- (w) An at-grade intersection at Clarence Avenue including signalization;
- (x) An upgraded parking lot for Buhler Industries;
- (y) A new transitway station within the Hydro lands north of Chevrier Boulevard (Chevrier Station);
- (z) An at-grade intersection at Chevrier Boulevard including signalization;
- (aa) Improvements to French Street and adjacent side streets as well as the construction of a cul-de-sac at the end of French Street;
- (bb) A Transitway tunnel beneath the CN Letellier rail line (Letellier Tunnel) that includes relocation of two (2) CN spur lines and a CN Detour for the CN Letellier track;
- (cc) A new Letellier Tunnel Land Drainage Pump Station and associated works to accommodate the transitway underpasses of the CN Wye Tracks at the CN Portage Junction;
- (dd) A new transitway station within Manitoba Hydro lands at the extension of Plaza Drive on the east side of the CN Letellier rail line (Plaza Station);
- (ee) Relocation of the Lot 16 Drainage sewer pipe which would include a below grade crossing beneath the CN Letellier subdivision and the transitway;
- (ff) Reconstruct the CN Bridge on a new alignment over Bishop Grandin Boulevard including relocation of the CN Letellier subdivision rail line;
- (gg) Relocation of the CN Letellier subdivision rail line, from immediately north of Plaza Drive to south of Markham Road;
- (hh) A new transitway bridge over Bishop Grandin Boulevard;
- (ii) A new transitway station at Chancellor Drive (Chancellor Station);

- (jj) An at-grade intersection at Chancellor Drive complete with signals for CN and the Transitway;
- (kk) A transit-only, unsignalized, at-grade intersection at Southpark Drive;
- (ll) A new transitway station north of Markham Road (Markham Station);
- (mm) An at-grade intersection at Markham Road complete with signals for CN and the Transitway;
- (nn) Miscellaneous parking lot improvements on the east side of the new Transitway between Bishop Grandin Boulevard and Markham Road;
- (oo) A reconstruction of Southpark Drive between the CN Letellier right-of-way and Pembina Highway (with a “complete street” design that incorporates pedestrian, cycling, transit, and automobile functions);
- (pp) A noise attenuation wall along the City property line west of the City of Winnipeg Feedermain easement from Bishop Grandin to just south of Markham Road;
- (qq) A new signalized intersection at Southpark Drive and Pembina Highway;
- (rr) A new Transitway through the University of Manitoba’s Southwood lands to be developed in collaboration with the University of Manitoba;
- (ss) A new transitway station on the north side of Investors Group Field complete with a pedestrian ramp and overpass connection between Investors Group Field and the central platform of the station of a scale required to meet bus parking and passenger loading requirements following events at Investors Group Field. This station is to be developed in collaboration with the University of Manitoba and the Blue Bombers Football Club;
- (tt) Improvements to accommodate the new Transitway access and intersection with University Crescent;
- (uu) Two new transitway stations (Southwood and Stadium), one upgraded station (University of Manitoba Station on Dafoe Road), and two upgraded stops (Dafoe at Music Building and University Crescent at Chancellor Matheson) within the University of Manitoba campus to be developed in collaboration with the University of Manitoba;
- (vv) A new bus loop and associated road works at the east end of Dafoe Road, to be developed in collaboration with the University of Manitoba;
- (ww) New active transportation facilities along the total length of the Transitway;
- (xx) Landscaping features and plantings at all transit station locations as well as critical locations along the corridor;
- (yy) Relocation of utilities including above and below ground of amongst others: Manitoba Hydro infrastructure, Manitoba Hydro gas, MTS Allstream, Shaw Communications Inc., Rogers Communications Inc., Bell Canada, Pembina Trails School Division fibre optics and the City traffic signals lines; and
- (zz) Relocations as required of waterlines, hydrants, poles etc, to accommodate construction.

B6.3 Further details pertaining to the Construction Works are contained in the *City of Winnipeg Southwest Transitway Stage 2 - Transitway Design Requirements* as well as the *Preliminary Engineering Study for Upgrading the Pembina Highway Underpass (CN Rivers Sub. Mile 2.65)* Reports developed for the City by Dillon Consulting Limited (Dillon). These reports will be made available by the City through the process described in B14 and B15.

B6.4 The major components of the Operations / Maintenance Works are as follows:

- (a) Annual maintenance of civil infrastructure (pavement, bridges, pedestrian/bicycle paths, Park and Rides, parking lots, etc) – Stage 2;

- (b) Periodic major and lifecycle maintenance and rehabilitation of civil infrastructure (pavement, bridges, underground works, pedestrian/bicycle paths, Park and Rides, Parking Lots, etc) – Stage 2;
- (c) Winter maintenance (sanding, snow removal and de-icing) – Stage 1 and Stage 2;
- (d) Summer maintenance (storm water catchbasin cleaning, grass cutting, street cleaning, pedestrian/bicycle path cleaning) – Stage 1 and Stage 2; and
- (e) Annual Station maintenance – including graffiti removal, and cleaning of all surfaces) – Stage 1 and Stage 2.

For information on the City's Snow and Ice Clearing Policy see the attached City web site:
http://winnipeg.ca/publicworks/Snow_Clearing_Policy/default.asp

- B6.5 Bus operations and maintenance shall remain the responsibility of the City on both Stage 1 and Stage 2. Bus operations and maintenance shall not form part of the DBF(O)M Project Agreement.
- B6.6 The City will retain responsibility for periodic major and lifecycle maintenance for Stage 1 of the Southwest Transitway.
- B6.7 The maintenance of the Pembina Highway roadworks and pathways shall remain the responsibility of the City. Any work relating to the CN Bridge over Pembina Highway shall be the responsibility of CN. Any work related to all other Project structures shall be the responsibility of the Project Co.

B7. PROPONENTS' CONFERENCE

- B7.1 The City will hold a Proponents' Conference at Caboto Center, 1055 Wilkes Avenue, Winnipeg Manitoba from 9:00 am to 11:00 am on October 7, 2014 with all registered Persons.
- B7.2 The purpose of the Proponents' Conference will be to present an overview of the Project and to respond to questions and comments regarding the RFQ and the Project. Attendance will be optional.
- B7.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing. All information presented and responses to Proponent questions provided by the City during the Proponents' Conference shall be posted at the City Project Website.
- B7.4 Further to B7.1, the Contract Administrator or an authorized representative will conduct a Site tour for Proponents from 11:00 am to 12:30 pm on October 7, 2014 to provide Proponents access to the Site.
- B7.5 Proponents wishing to attend the Proponents' Conference and/or Site tour should confirm their intention before Monday September 29, 2014 to the Contract Administrator and provide a list of their proposed attendees for the Proponents' Conference and/or Site tour (including individual name, title and firm name). Proponents are informed that no more than four (4) participants per Proponent will be permitted to attend the Proponents' Conference or Site tour.

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by **January 2015** and proceed with the issuance of an RFP by **February 2015**.
- B8.2 Details on the RFP schedule will be provided to the Prequalified Parties in the RFP. The City intends to complete the RFP stage by **January 2016**.
- B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Open Period	September 2014 to December 2014
2. RFQ Evaluation / Shortlist of Prequalified Parties	February 2015
3. RFP Open Period	February 2015 to October 2015
4. RFP Evaluation / Selection of Preferred Proponent	January 2016
5. Financial Close Date	March 2016
6. Design and Construction Start	March 2016
7. Construction End / Substantial Completion	November 2019
8. Maintenance Term	30 Years
9. Expiry Date	At the end of the Maintenance Term

B9. RISK MATRIX

B9.1 A high level risk matrix, in respect of the Project, is provided in Appendix E (High Level Risk Matrix). This Risk Matrix allocates, at a high level, principal Project risks between the City and Project Co.

B10. HONORARIUM AND BREAK PAYMENT

B10.1 No honorarium or compensation will be paid by the City to any Proponent in consideration of any costs or expenses incurred by a Proponent or its Team Members in responding to the RFQ or in providing any additional information necessary for the evaluation of its Qualification Submission.

B10.2 An honorarium for proposal development costs of one million dollars (\$1,000,000), including all applicable taxes (the "Honorarium"), will be paid to each of the Prequalified Parties who have submitted a responsive RFP Submission and have agreed to transfer to the City, all intellectual property rights (including waiver of moral rights) contained within the Proponent's RFP Submission. It is anticipated that the City shall pay the Honorarium to each of the eligible Prequalified Parties within 30 days of Financial Close.

B10.3 The Preferred Proponent will not be paid the Honorarium.

B10.4 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, the City will pay a Break Payment to each Prequalified Proponent of up to one million dollars (\$1,000,000), including all applicable taxes, for proposal development costs provided that the Proponent first submits its proposal development work to the City together with a transfer of all intellectual property rights (including waiver of moral rights).

B10.5 Factors in calculating the amount of the Break Payment are expected to include: the amount of work completed by a Prequalified Proponent as part of its participation in the RFP Process; and the date on which the procurement process is cancelled, with the maximum Break Payment being payable when cancellation occurs after RFP Submissions have been submitted to the City. Further details related to the Break Payment will be included in the RFP.

B10.6 For the avoidance of doubt, if the City cancels the procurement process after issuance of the RFP, a Prequalified Proponent will be eligible to receive a Break Payment only and will not be eligible to receive the Honorarium.

B11. DBF(O)M AGREEMENT

- B11.1 A draft form of DBF(O)M Agreement will be issued concurrently with the RFP. It will be based in large measure upon forms of agreements utilized on other successful transportation P3 projects carried out in Canada. The City intends the DBF(O)M Agreement to reflect the Project risk allocation set out in Appendix E of this RFQ.
- B11.2 Each Prequalified Party will be afforded at least two opportunities during the RFP Process to provide written comments on the form of the draft DBF(O)M Agreement and to thereafter engage in individual meetings with members of the City's Project Team in respect of the draft DBF(O)M Agreement. The final draft of the DBF(O)M Agreement will be issued prior to the RFP Submission Deadline and it is expected that the Prequalified Parties will base their RFP Submissions on said final draft of the DBF(O)M Agreement. There will not be further negotiations with any Prequalified Proponent following issuance of such final draft of the DBF(O)M Agreement and the only expected changes to the DBF(O)M Agreement will be those required to fill in the blanks and to append relevant portions of the Preferred Proponent's RFP Submission, in order to complete the DBF(O)M Agreement.

B12. ENQUIRIES

- B12.1 Proponents shall submit all requests for clarification or questions with respect to the RFQ, the RFQ Process, or the Project ("Requests for Information" or "RFIs") to the Contract Administrator, by e-mail, no later than ten (10) Business Days before the Submission Deadline and in the form set out in Appendix H. Subject to B12.4, the City intends to provide all RFIs and the associated responses (without identifying the Proponent that submitted the RFI) to all Proponents by posting RFIs and associated responses to the City Project Website. The City will not answer any RFI, or any other type of inquiry in respect of the RFQ, RFQ Process or Project, that is not submitted in accordance with B12.1.
- B12.2 Any Proponent that has questions or concerns as to the meaning of any part of this RFQ or who believes that the RFQ contains any error, inconsistency or omission, must submit its question or concern, in writing as an RFI, to the Contract Administrator in accordance with B12.1.
- B12.3 Any oral or written response provided by the City or its advisors in connection with this RFQ, including any response to any RFI, will neither be binding on the City nor will it change, modify, amend or waive the requirements of this RFQ in any way. Proponents shall not be entitled to rely on any response provided by the City other than if such response is contained in an addendum issued by the City.
- B12.4 Proponents may also submit RFIs on matters they consider to be commercially sensitive or confidential. Proponents must designate such RFIs as "commercially confidential" and must submit them in accordance with B12.1. If the City determines, acting reasonably and after consultation with the Proponent, that a Proponent's commercially confidential RFI is not commercially confidential and is of general application or would provide a significant clarification to all Proponents, the City will advise the Proponent of the City's determination. In such eventuality, the Proponent may either formally withdraw its RFI or agree with the City's determination that the RFI is not commercially confidential. In the latter case, the City may then issue a response to that RFI to all Proponents. If the City agrees with the Proponent's designation of the RFI as commercially confidential, the City will provide a response to only the Proponent that submitted the commercially confidential RFI.

B13. CONTRACT ADMINISTRATOR

- B13.1 The Contract Administrator is:
- B13.2 Björn Rådström, P.Eng.
Project Manager

Telephone No.: 204-986-5743
Facsimile No.: 204-986-6863

Email: bradstrom@winnipeg.ca

B14. REGISTRATION AND COMMUNICATION

- B14.1 Those wishing to gain access to Confidential Information made available by the City on the City's Project FTP Site must register with the City. Registration can only occur by contacting the Contract Administrator for the Project, and by obtaining, signing and submitting a non-disclosure agreement to the Contract Administrator in the form attached as Appendix F (Non-Disclosure Agreement). The City wishes to limit the number of registrations to no more than five (5) per Proponent.
- B14.2 All correspondence and contact with the City in relation to this RFQ and/or the Project must be directly and only with the Contract Administrator.
- B14.3 Contact with any other stakeholders, including but not limited to CN, Manitoba Hydro, and the University of Manitoba, in relation to the Project or with a view to influencing the outcome of this RFQ Process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ Process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP Process.
- B14.4 Where, in its assessment, the City determines that confidentiality is not an issue and that its response to a particular question is likely to be relevant for others, the City will distribute such questions and the City's response by Addenda.

B15. AVAILABLE INFORMATION & PROPONENT DUE DILIGENCE

- B15.1 Registered persons will be given access to the City FTP Site containing Confidential Information made available by the City, as specified in Appendix G (Confidential Information).
- B15.2 The City also maintains the following website that includes the City's Standard Construction Specifications.
<http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- B15.3 This RFQ and the information supplied by the City as part of the RFQ Process may not contain all of the information that a Proponent or its Team Members may need in deciding whether to submit a Qualification Submission or in the development of a Qualification Submission.
- B15.4 The City and its advisors 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 this RFQ or any information, data, materials or documents (electronic or otherwise) provided to the Proponents or their Team Members in this RFQ or during this RFQ Process with respect to the RFQ or the Project. The City and its advisors shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Proponent's or Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Proponents or their Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.
- B15.5 Each Proponent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, the RFQ Process, and the Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Proponents or their Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.
- B15.6 Each Proponent, and each Team Member, is responsible for ensuring that it has all of the information necessary to prepare its Qualification Submission in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this

RFQ, or provided during this RFQ Process with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Qualification Submission.

B16. ADDENDA

- B16.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B16.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline and each addendum will be numbered for identification purposes. Each addendum will be considered to form an integral part of this RFQ. In the event of any conflict, discrepancy or inconsistency between an addendum and the RFQ, the most recent addendum shall prevail over the RFQ and any prior addendum as well. The Proponent is responsible for ensuring that it has received all addenda and is advised to check the City Project Website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B16.3 The Proponent must acknowledge receipt of each addendum on Form A-1: Master RFQ Submission Form.

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 Each Proponent Representative, on behalf of the Proponent's Team Members and Key Individuals, must declare and is under a continuing obligation to declare all Conflicts of Interest that exist or may exist in the future.
- B17.2 "Conflict of Interest" means any situation or circumstance where a Proponent, Team Member or Key Individual,
- (a) has other commitments, relationships, financial interests or involvement in ongoing litigation that,
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the DBF(O)M Agreement;
 - (b) has contractual or other obligations to the City that could or could be seen to have been compromised or impaired as a result of its participation in the RFQ, the RFP Process or the Project; or
 - (c) has knowledge of confidential information (other than Confidential Information disclosed by the City in the normal course of the RFQ Process) of strategic and/or material relevance to the RFQ Process or to the Project that is not available to other Proponents and that could or could be seen to give the Proponent an unfair competitive advantage.
- B17.3 In connection with its Qualification Submission, each Proponent shall,
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the Project;
 - (b) upon discovering any perceived, potential or actual Conflicts of Interest at any time during the RFQ Process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the Proponent's proposed means to mitigate and minimize, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B17.4 Without limiting B17.5, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be upon such terms and conditions as the

City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent and/or Prequalified Party, as applicable, to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

- B17.5 Without limiting B17.4 and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion,
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Team Members or Key Individual;
 - (b) require the removal and replacement of any Team Member or Key Individual that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be managed, mitigated or minimized;
 - (c) disqualify a Proponent, Team Member and/or Key Individual that fails to comply with any requirements prescribed by the City pursuant to B17.3 to mitigate, manage or minimize a Conflict of Interest; and
 - (d) disqualify a Proponent if that Proponent, or one of its Team Members or Key Individuals has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be mitigated, managed, minimized or otherwise resolved.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. CONFIDENTIALITY AND PRIVACY

- B18.1 Information provided to a Proponent by the City on the City Project FTP Site or information otherwise indicated by the City as being confidential shall be considered Confidential Information. Such Confidential information shall be subject to the terms of Appendix F (Non-Disclosure Agreement).
- B18.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Proponent will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B18.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- B18.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City.
- B18.5 Proponents are recommended to indicate in writing which portions, if any, of their Qualification Submissions contain any proprietary or trade secret information.

B19. NON-DISCLOSURE

- B19.1 Proponents must not disclose, issue a news release or other public announcement in respect of any details pertaining to their Qualifications Submission in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City which consent may be withheld in the City's sole discretion.

B19.2 Breach of any of the provisions of B19 may result in disqualification from the RFQ Process or, if the City becomes aware of a Proponent's or Team Member's breach of these provisions after the RFP has been issued, from the RFP Process.

B20. NO COLLUSION

B20.1 Upon making a Submission to this RFQ, each Proponent shall declare that it and its Team Members have not participated in any collusive scheme or combine.

B20.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their Team Members shall not engage in discussions or other communications with any other Proponents or their Team Members regarding the preparation or submission of their Qualification Submissions. Each Proponent shall prepare and submit its Qualification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent.

B20.3 A Team Member of one Proponent shall not be a Team Member or otherwise participate in the Qualification Submission of any other Proponent. The prohibition set out in B20.3 also applies to the Affiliates of each Team Member.

B20.4 The City may, in its sole discretion, permit a Team Member to participate in the Qualification Submission of more than one Proponent if,

- (a) the Proponent applies for such permission at least twenty one (21) Calendar Days prior to the Submission Deadline;
- (b) the Proponent can demonstrate, to the City's satisfaction, that the relevant Team Member is a specialist contractor or consultant and that there is a shortage of such specialist contractor or consultant; and
- (c) the Team Member is not a Prime Team Member.

B20.5 If the City exercises its discretion pursuant to B20.4, the City may, in its sole discretion,

- (a) impose conditions on Proponents in respect of the relevant Team Member; and
- (b) prohibit Proponents from entering into agreements obliging the relevant Team Member to agree to provide services exclusively to a particular Proponent or Proponents.

B20.6 A Key Individual shall not be involved in the Qualification Submission of more than one Proponent.

B20.7 Breach of any of the provisions of B20 may result in disqualification from the RFQ Process or, if the City becomes aware of any breach of these provisions by a Proponent or Team Member after the RFP has been issued, from the RFP Process.

B21. NO LOBBYING & PROHIBITED CONTACT

B21.1 Any form of political or other lobbying whatsoever by a Proponent or its Team Members in relation to the Project or with a view to influencing the outcome of this RFQ or RFQ Process is strictly prohibited.

B21.2 Other than as expressly permitted or required in this RFQ, any contact by any Proponent or any of its representatives or Team Members (or any attempt to contact) any of the following persons, directly or indirectly, with respect to this RFQ, RFQ Process or the Project shall be prohibited:

- (a) any person employed or engaged by the City, other than the Contract Administrator;
- (b) any member of the technical evaluation team or the financial evaluation team;

- (c) any member of any City evaluation committee entrusted with administrative oversight of the Project;
- (d) any expert or advisor assisting the City or an evaluation team;
- (e) any member of the municipal council of the City or any member of a councillor's staff;
- (f) the Mayor of Winnipeg or any member of the Mayor of Winnipeg's staff; and
- (g) any person employed or engaged by the Province of Manitoba;
- (h) any person employed or engaged by CN, Manitoba Hydro, and U of M; and
- (i) any person employed or engaged by PPP Canada or any member of the board of directors of PPP Canada.

B21.3 Failure to comply with any of these provisions may result in disqualification from the RFQ Process or, if the City becomes aware of a breach of this provision after the RFP has been issued, disqualification from the RFP Process.

B22. ELIGIBILITY

B22.1 As a result of their involvement in the Project, the Persons listed in B24.3 are not eligible to participate as a Proponent Team Member ("Ineligible Persons").

B22.2 Affiliates of an Ineligible Person are not eligible to participate as a Proponent Team Member without the prior written consent of the City. To request consent, the Affiliate shall submit the following information to the Contract Administrator at least thirty (30) Calendar Days prior to the Submission Deadline:

- (a) the full legal name of the Affiliate that the Proponent wishes to include as a Team Member;
- (b) information regarding the Affiliate's relationship to the Ineligible Person; and
- (c) a description of the policies and procedures that will be put in place to mitigate, manage and minimize any perceived, potential or actual Conflict of Interest.

B22.3 Upon receipt of a request pursuant to B22.2, the City shall, in its sole discretion, make a determination as to whether,

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

If the City has determined, in its sole discretion, that the Affiliate has a Conflict of Interest that cannot be mitigated, managed and minimized, the City will, for the avoidance of doubt, add the name of the Affiliate to the list of Ineligible Persons.

B22.4 The City may, in its sole discretion, waive the ineligibility of an Affiliate on such terms and conditions as the City, in its sole discretion, may require, including that the Proponent has put into place adequate safeguards to mitigate, manage and minimize the impact of any Conflict of Interest including provisions to ensure that any and all Confidential Information of the City that the Affiliate may have continues to be kept confidential and not disclosed or used except as expressly allowed by the City.

B22.5 The City may, from time to time, add other firms or persons that may be contracted or retained by the City to work on the Project to the list of Ineligible Persons set out in B24.3.

B23. FAIRNESS MONITOR

B23.1 The City generally retains an independent fairness monitor to oversee the procurement process for its P3 projects. In accordance with *The Public Private Partnerships Transparency and Accountability Act* (Manitoba), the City has retained a fairness monitor for this Project (the "Fairness Monitor").

B23.2 The Fairness Monitor's role, per the Act, is: to reassure both the City and private sector participants that the procurement process is open and transparent and decisions resulting are fair, reasonable and consistent with the procurement process and evaluation criteria set out in the RFQ and RFP.

B23.3 The procurement process from RFQ issuance to the award of the DBF(O)M Agreement, including, at the discretion of the Fairness Monitor, attendance at any individual meetings with Proponents, will be monitored by the Fairness Monitor.

B24. CITY'S PROJECT TEAM

B24.1 The City has appointed a Project Team to oversee all aspects of the procurement and construction of the Project.

B24.2 The Project Team consists of the Contract Administrator and Project lead, Björn Rådström P.Eng, assisted by key City staff.

B24.3 The following firms are expected to provide specific advice to the Project Team on technical, financial, legal, procurement process, Project administration and communication issues and as such are declared Ineligible Persons. The City's advisors are:

- (a) Advisors: Dillon Consulting Limited and Deloitte LLP, as a sub-consultant of Dillon;
- (b) Legal Advisor: A Legal Advisor will be retained by the City and an Addendum to the RFQ will be issued to the Proponents once a selection has been made; and
- (c) Fairness Monitor: P1 Consulting Inc.

B24.4 No Person retained to advise the City for this Project may participate as a Proponent or Proponent Team Member or provide advice or services to any Proponent or Proponent Team Member in respect of this RFQ. Breach of this condition may result in disqualification of the affected Proponent from all further participation in this RFQ Process.

B24.5 AECOM Canada Ltd, McGowan Russell Group Inc., and Landmark Planning and Design Inc. have provided input to Dillon as sub-consultants with respect to the *Stage 2 Transitway Design Requirements Report* as well as the *Preliminary Engineering Study for Upgrading the Pembina Highway Underpass*, (copies of which will be available on the City's Project FTP Site). In the City's opinion, these relationships or associations do not create a conflict of interest or will not be likely to create a perception of conflict of interest because of this disclosure. These firms may participate in the RFQ Process and are not Ineligible Persons, notwithstanding B24.4.

SUBMISSION INSTRUCTIONS

B25. SUBMISSION DEADLINE

B25.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **November 21, 2014**. It is the sole responsibility of each Proponent to ensure that its Qualification Submission is received, and date and time stamped, by the City no later than the Submission Deadline at the Submission Address. The Proponent must ensure that its Qualification Submission is date and time stamped by the individual who receives the Qualification Submission on behalf of the City at the Submission Address. The City shall determine whether a Qualification Submission was submitted on or before the Submission Deadline based on the time and date stamp on the Qualification Submission.

B25.2 The City may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B25.1.

B25.3 Qualification Submissions will not be opened publicly.

- B25.4 Qualification Submissions determined by the City to have been received later than the Submission Deadline will not be accepted and may be returned unopened to the affected Proponent, but only upon such Proponent's request and at its sole expense.
- B25.5 Qualification Submissions should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.
- B25.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B25.7 Qualification Submissions shall be submitted by hand or courier to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1 (the "Submission Address")

B26. QUALIFICATION SUBMISSION

- B26.1 The Qualification Submission should consist of the following components:
- (a) Forms A1-A3: Qualification Submission Forms (Section A);
 - (b) Executive Summary (Section B)
 - (c) Proponent Team and Project Development Prime Team Member (Section C);
 - (d) Design Prime Team (Section D)
 - (e) Construction Prime Team (Section E);
 - (f) Maintenance Prime Team (Section F);
 - (g) Financing Prime Team (Section G);
- B26.2 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.
- B26.3 Proponents shall prepare their Qualification Submissions in English and all contents of Qualification Submissions shall be in English. Proponents should not submit any information other than what is specifically required by this RFQ. Proponents should not submit promotional materials as part of their Qualification Submissions and Proponents are strongly encouraged to be succinct in their Qualification Submissions. The Proponent shall limit its Qualification Submission, or each component of the Qualification Submission, to the maximum pages indicated in this RFQ, failing which the City will simply not review or score pages or other materials submitted in excess of applicable page limits. For greater clarity, any page or other limit set out in the RFQ shall apply to all materials submitted by the Proponent in response to the item that is the subject of such limit, whether submitted in the text of the Qualification Submission or included as an appendix, schedule or other attachment to the Qualification Submission.
- B26.4 Submissions and the information they contain will be the property of the City upon receipt.

Format

- B26.5 Proponents should submit one (1) unbound original (marked "original") and ten (10) bound copies plus one (1) copy in PDF format on either a standard USB flash memory drive, a CD-ROM or a DVD-ROM. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- (a) Each requirement should be addressed in a separate section clearly marked with the corresponding tab; and

- (b) The overall Submission shall contain no more than 95 pages (standard 8.5x11”), using a printing font with an 11 pitch. The 95 page limit excludes completed Forms A1-A3 – Qualification Submission Forms, completed Appendix A (Tables 1-12) – Proponent Team Submission Tables; and all information submitted by a Proponent in response to B32.1, B32.2 and B32.3 (Financial Capacity). Any graphics included should be contained within the specified amount of pages.

B26.6 The City reserves the right to make additional copies of all Submissions (or portions thereof) for its internal review process and to provide such copies to its staff and external advisors.

General Guidelines and Instructions with respect to the Qualification Submission Requirements

B26.7 Each Proponent is reminded that the objective of its Qualification Submission is to assist the City in choosing the most qualified Proponents to be shorted-listed. In this regard, Proponents should endeavor to demonstrate how the information provided (in response to this B26) relating to the Proponent, its Team Members and Key Individuals is relevant to the particular challenges and opportunities of this Project.

B26.8 In evaluating each Proponent’s Qualification Submission, the City intends to score more favourably Qualification Submissions which demonstrate how the Proponent’s particular approach is relevant to the particular challenges and opportunities of the Project.

B26.9 In selecting which projects to submit as examples to demonstrate experience, Proponents are advised to submit experience in projects (for the Proponent, its Team Members and its Key Individuals) that are comparable to the Project. For the purposes of this RFQ process, “comparable” experience is experience of a similar scale, size, complexity and scope to the Project, including experience with municipal and PPP Canada projects that is the subject of this RFQ.

B26.10 With respect to project experience presented by Proponents, Proponents shall clearly identify any limits on the scope of a project, or the work or services performed by the Proponent, a Team Member, or a Key Individual where such Team Member or Key Individual was not responsible for the entire project, work or services described.

B26.11 As a general rule, the City intends to score the submitted project experience of Proponents more favourably if the project experience provided is for a project which,

- (a) is advanced in terms of level of completeness or has been completed;
- (b) is recent (for example, completed within the past 5 years);
- (c) the applicable Proponent, Team Member or Key Individual played a significant role or had a significant level of involvement; and
- (d) is/was on time and on budget.

B26.12 With respect to project experience requested in B28 to B32, except where a narrative description is explicitly requested, Proponents are advised to submit project experience using the appropriate Project Experience Tables set out in Appendix B and Appendix C. Proponents shall complete one Project Experience Form for each reference to a project (even if the project is referred to more than once) and shall not cross-reference projects referred to in answers to previous sections. For example, if a project is referenced in a Proponent’s response to B29.2 and the Proponent intends to use the same project in its response to B30.4, the Proponent shall complete a separate Project Experience Form for each of B29.2 and B30.4.

B26.13 With respect to Key Individuals, Proponents are advised to submit information relating to Key Individuals using the forms set out in Appendix D (Key Individuals Table).

B26.14 For the purposes of the Submission Requirements set out in B27 to B32 and Evaluation Categories set out in B36, references to expressions such as “P3 experience”, “experience with the P3 delivery model” and similar expressions relating to “P3” experience are intended to refer

to experience in design build, design build maintain, design build operate, design build finance, and design build finance and maintain (and/or operate) contracts involving a public sector client.

B26.15 For the purposes of applying an Evaluation Criterion set out in B36 in respect of “P3 experience”, “experience with the P3 delivery model” and similar expressions relating to “P3” experience, the City intends to score the submitted project experience of Proponents more favourably if the experience cited is for a project in which the Proponent had or has the full spectrum of design, build, finance, and (operate) / maintain responsibilities.

B27. EXECUTIVE SUMMARY

B27.1 Further to B26.1(b), in the executive summary to accompany its Qualification Submission, each Proponent is to clearly identify the Proponent Representative and Proponent Representative Contact Individual.

B27.2 If the Proponent is to be identified by a Team Name different from that of its Proponent Representative, that fact should also be made clear.

B27.3 The City shall be entitled to rely on any communication from the Proponent Representative Contact Individual as having been duly authorized by the Proponent Representative and as having been duly given on behalf of the Proponent and all of its Team Members.

B27.4 Full particulars respecting the name of the Proponent, Proponent Representative and Proponent Representative Contact Individual are to be provided by completing Table 2 in Appendix A (Proposed Team Submission Tables).

B27.5 A Proponent may change its Proponent Representative only by providing notice to the Contract Administrator in writing from the previous Proponent Representative. The Proponent Representative may substitute a new Proponent Representative Contact Individual only by a written notice signed either by the previous Proponent Representative’s Contact Individual or by an officer of the Proponent Representative whose authority to do so is affirmed to the satisfaction of the City.

B28. PROPONENT TEAM AND PROJECT DEVELOPMENT PRIME TEAM MEMBER

Submission Requirements		Maximum Pages
Proponent Team Composition and Structure		
B28.1	Identify each Member of the Proponent’s proposed team by completing Table 1 in Appendix A to the RFQ. Team Members are to be listed separately for each aspect of the Project, namely: design, construction, maintenance, financing, and Project Development Prime Team Member.	4
B28.2	Describe the Proponent’s proposed team structure, including a brief description of all Team Members within all relevant teams (design, construction, maintenance, and financing) and organizational structure.	
B28.3	Provide one organizational chart which includes the Project Development Prime Team Member, Design Prime Team Member(s), the Construction Prime Team Member(s), the Maintenance Prime Team Member(s) and the Financing Prime Team Member(s) which is a general chart for the Project as a whole.	
B28.4	Describe allocation of roles and responsibilities among the Proponent’s proposed team.	
B28.5	No Team Member is to be listed as part of a Proponent Team unless it has	

Submission Requirements		Maximum Pages
formally consented in writing to being so listed.		
Management Plan		
B28.6	<p>Describe plan and approach for governing and managing the Proponent's proposed team, having specific regard to:</p> <ul style="list-style-type: none"> (a) The interface arrangements between the Proponent's proposed Team Members, allocation of risk across the team, methodology for team management and mechanism for dispute resolution; (b) The Project Development Prime Team Member's approach to ensuring suitable and effective integration of the functions of the Design Prime Team Member(s), Construction Prime Team Member (s) and the Maintenance Prime Team Member(s). Describe interface between these Prime Team Members, including prior experiences and/or best practices; (c) Approach to communication and coordination among proposed Team Members and with the City; and, (d) The essential elements of and approach of the Project Development Prime Team Member to developing a successful long-term partnership with the City including the extent to which the Project Development Prime Team Member's approach is based on past approaches, prior experiences, lessons learned and/or best practices and the relevance to the Project. 	7
Experience		
B28.7	Using Table 13 in Appendix B, provide three project examples showing the Project Development Prime Team Member's development capability relevant to the nature and scope of the Project.	6
B28.8	Indicate past experience of Proponent Team Members participating together in a DBF(O)M or similar projects, including results achieved, lessons learned, relationships forged and synergies produced that are anticipated to be advantageous for the Project.	
Key Individuals		
B28.9	Using Table 16 provided in Appendix D, provide detailed information for a maximum of three Project Development Prime Team Member Key Individuals. Include overall experience and any specific experience relevant to the nature and scope of the Project (DBF(O)M experience, project management experience, construction experience, etc.). The Proponent should submit two projects per Key Individual.	6

B29. DESIGN PRIME TEAM

Submission Requirements		Maximum Pages
Approach		
<p>B29.1 Describe the Design Prime Team’s approach for the design of the Project, highlighting subject matter expertise and relevant knowledge for developing cost effective, practical, and sustainable solutions, having specific regard to:</p> <ul style="list-style-type: none"> (a) Any pertinent information regarding the intended organization, management and coordination of the Team Member(s) responsible for design; (b) Design management, roadway design, grade separation (underpass/overpass/tunnels), land drainage pump stations, rail works, drainage design, and utilities design; (c) Management of construction staging; (d) Quality management, quality control and quality assurance; (e) Safety; (f) Environmental management; (g) Constructability for subsequent development; (h) Any specifically intended innovative approaches to design; (i) How the approach proposes to deliver cost certainty; and (j) Traffic management plan. 	8	
Experience		
<p>B29.2 Using Table 13 in Appendix B of this RFQ, submit three project examples of relevance to the Project’s requirements demonstrating the Design Prime Team’s successful implementation of the approach described in B29.1, identifying outcomes related to each of the following, as applicable:</p> <ul style="list-style-type: none"> (a) Project name, location, date completed; (b) Project size, construction value (\$ CAN); (c) Design Prime Team Member’s role in project execution; (d) Measurable benefits and value to the client; (e) Key team member roles on the project; (f) Lessons learned; and (g) Client contact information. 	6	
Key Individuals		
<p>B29.3 Using Table 16 provided in Appendix D of this RFQ, provide resume information for a maximum of three Key Individuals from the Design Prime Team identified in the organizational chart. Include relevant past project experience, P3 experience, roles and responsibilities for each Key Individual. The Proponent should submit two projects per Key Individual.</p>	6	

B30. CONSTRUCTION PRIME TEAM

Submission Requirements		Maximum Pages
Certificate of Recognition		
<p>B30.1 The City requires either a valid Certificate of Recognition (COR) recognized in Manitoba or a letter/report from an independent reviewer that confirms compliance with Manitoba legislative requirements. Reviewer template and a list of reviewers acceptable to the City are available on the City's website at http://www.winnipeg.ca/matmgt/Safety/default.stm.</p> <p>Important Note: Proponents are cautioned that failure to produce either a valid COR recognized in Manitoba or the required letter/report from an independent reviewer will lead to the disqualification of a Proponent from the RFQ Process.</p>	<p>N/A</p>	
Approach		
<p>B30.2 Describe the Construction Prime Team's approach to the following aspects of construction planning and execution, highlighting subject matter expertise and relevant knowledge for developing cost effective, practical, and sustainable solutions, having regard to:</p> <ul style="list-style-type: none"> (a) Any pertinent information regarding the intended organization, management and coordination of the Team Member(s) responsible for construction; (b) Project management; (c) Roadway construction, grade separation (underpass/overpass/tunnels), land drainage pump stations, park and rides, parking lots, pathways, rail works, utilities works; (d) Management of construction staging; (e) Quality management, quality control and quality assurance; (f) Health and Safety; (g) Environmental management; (h) Scope, schedule, and cost control; (i) Whole-life management; (j) Any specifically intended innovative approaches to construction; and (k) Experience in a multi-disciplinary construction environment. 	<p>6</p>	
<p>B30.3 Indicate how the Construction Prime Team Member responsible for construction and acting as Prime Contractor for purposes of The Workplace Safety & Health Act (Manitoba), intends to implement a workplace safety and health program that meets the requirements of the Act (Manitoba).</p>	<p>2</p>	
Experience		
<p>B30.4 Using Table 13 in Appendix B, submit three project examples of relevance to the Project's requirements demonstrating the Construction Prime Team's successful implementation of the approach described in B30.2 identifying outcomes related to each of the following, as applicable:</p>	<p>6</p>	

Submission Requirements	Maximum Pages
<ul style="list-style-type: none"> (a) Project name, location, date completed; (b) Project size, construction value (\$ CAN); (c) Construction Prime Team Member's role in project execution; (d) Measurable benefits and value to the client; (e) Key team member roles on the project; (f) Lessons learned; and (g) Client contact information. 	
Key Individuals	
B30.5 Using Table 16 provided in Appendix D, provide resume information for a maximum of three Key Individuals from the Construction Prime Team identified in the organizational chart. Include relevant past project experience, P3 experience, roles and responsibilities for each Key Individual. The Proponent should submit two projects per Key Individual.	6

B31. MAINTENANCE PRIME TEAM

Submission Requirements	Maximum Pages
Certificate of Recognition	
B31.1 The City requires either a valid Certificate of Recognition (COR) recognized in Manitoba or a letter/report from an independent reviewer that confirms compliance with Manitoba legislative requirements. Reviewer template and a list of reviewers acceptable to the City are available on the City's website at http://www.winnipeg.ca/matmgt/Safety/default.stm . Important Note: Proponents are cautioned that failure to produce either a valid COR recognized in Manitoba or the required letter/report from an independent reviewer will lead to the disqualification of a Proponent from the RFQ Process.	N/A
Approach	
B31.2 Describe the Maintenance Prime Team's approach to the following aspects of the maintenance of the Project for thirty (30) years highlighting subject matter expertise and relevant knowledge for developing cost effective, practical, and sustainable solutions, having specific regard to: <ul style="list-style-type: none"> (a) Any pertinent information regarding the intended organization, management and coordination of the Team Member(s) responsible for maintenance; (b) Routine maintenance, grade separation (underpass/overpass) and culverts management, roadway and corridor whole-life management, traffic management (pedestrian, vehicular and rail); (c) Public safety; 	8

Submission Requirements		Maximum Pages
	<ul style="list-style-type: none"> (d) Rehabilitation; (e) Quality control; (f) Environmental management; (g) Any specifically intended innovative approaches to maintenance; and (h) How the approach intends to deliver a measure of cost certainty over the Maintenance Term of the Project. 	
Experience		
B31.3	<p>Using Table 14 in Appendix B, submit three project examples of relevance to the Project's requirements demonstrating the Maintenance Prime Team's successful implementation of the approach described in B31.2, identifying outcomes related to each of the following, as applicable:</p> <ul style="list-style-type: none"> (a) Project / client name, location, date completed; (b) Size of portfolio; (c) Contract term (duration) (d) Maintenance Prime Team Member's role in the project; (e) Key team member roles on the project; (f) Lessons learned; and (g) Client contact information. 	6
Key Individuals		
B31.4	<p>Using Table 16 provided in Appendix D, provide resume information for a maximum of three Key Individuals from the Maintenance Prime Team identified in the organizational chart. Include relevant past project experience, P3 experience, roles and responsibilities for each Key Individual. The Proponent should submit two projects per Key Individual.</p>	6

B32. FINANCING PRIME TEAM

Submission Requirements		Maximum Pages
Financial Capacity		
B32.1	<p>Except as otherwise indicated in B32.1, for each Prime Team Member who (i) has, is expected to have, or will have an equity interest of at least ten percent in Project Co; (ii) is expected to, or will undertake at least twenty-five percent of the construction work based on total estimated construction costs of the Project; or (iii) is expected to, or will undertake at least twenty-five percent of the maintenance and rehabilitation work based on total estimated maintenance and rehabilitation management costs of the Project ("Financial Disclosure Entities"), submit the following:</p> <ul style="list-style-type: none"> (a) Copies of audited financial statements for each of the last three years: (b) Copies of interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent year for 	N/A

Submission Requirements	Maximum Pages
<p>which audited statements are provided;</p> <ul style="list-style-type: none"> (c) Details of any material off balance sheet financial arrangements currently in place; (d) Bank references (or alternatively, in the case of the Financing Prime Team Member, alternative information that will fully satisfy the City of the financial capability of such Prime Team Member to lead and carry out the Proponent's plan for financing the Project), which should be letters from the bank setting out the length of banking relationship, types and amounts of credit facilities and credit history with the bank; (e) Credit rating information, if available; (f) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statement provided; (g) Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation in excess of \$10 million, or other insolvency proceeding in the last three (3) financial years, plus the current year; (h) For each Construction Prime Team Member, its bonding capacity and a letter of reference from a bonding company; (i) For each Construction Prime Team Member, all known or committed participation in construction projects to occur over the next 5 years, addressing the impact on its ability to participate in the Project; and (j) Additional financial information, if any, that in the Proponent's view will demonstrate to the City that the Financial Disclosure Entities have sufficient financial standing, capacity and resources to carry out their respective roles on the Project. <p>Such supporting information as per B32.1 is not subject to the page limit noted above.</p>	<p>N/A</p>
<p>B32.2 Proponents wishing to submit a non-disclosure agreement related to their audited financial statements must enclose the financial statement in a sealed envelope with the non-disclosure agreement attached to the outside. In its sole discretion, the City shall determine and advise the Proponent within fifteen (15) Calendar Days of the Submission Deadline, whether the non-disclosure agreement is acceptable or not to the City. If a fully acceptable non-disclosure agreement to the City, acting in its sole discretion, cannot be agreed within thirty (30) Calendar Days of the Submission Deadline, the Proponent may be disqualified from the RFQ Process.</p>	<p>N/A</p>
<p>B32.3 With reference to the information provided in response to B32.1, briefly describe:</p> <ul style="list-style-type: none"> (a) The Proponent's capacity to fund the following no less than \$40 million of equity required by the Project; The amount indicated above is for informational purposes only and the City reserves the right to alter this amount without reassessing the parties qualified hereunder. (b) Each Construction Prime Team Member's capacity to undertake its proposed role and project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and (c) Each Maintenance Prime Team Member's capacity to undertake its 	<p>N/A</p>

Submission Requirements		Maximum Pages
<p>proposed role and project obligations (e.g. discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).</p>		
Approach		
<p>B32.4</p>	<p>Describe the Financing Team's proposed approach for financing of the Project. The proposed approach should highlight anticipated Project-specific financing risks and challenges and describe how they will be mitigated. Provide the City with an understanding of the Proponent's planned approach to the following:</p> <ul style="list-style-type: none"> (a) Management, organization, innovation, and coordination of the Financing Team; (b) Anticipated financing structure and rationale; (c) Sourcing the required equity funding, identify all anticipated sources of equity funding (for example banks, insurance companies, pension funds, private equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate in percentage terms); (d) The anticipated long-term and short-term (construction financing) debt financiers (for example, banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms); (e) Any potential role of a financial advisor in arranging financing and their intended approach to achieving financial close; (f) Any intended approaches to innovative financing transaction structures to achieve added value for money; (g) Any specifically contemplated alternatives to the Proponent's financing plan; (h) Obtaining of approvals and commitments for financing the Project; (i) Intended approach to securing performance levels during construction and the Maintenance Term to meet the requirements of the Project lenders and the City including preliminary analysis of the ability of other Team Members to provide reasonable and adequate security in various forms including Letters of Credit, surety bonds, etc.; and (j) Other areas/topics that, in the opinion of the Proponent, is important for the maintenance of the Project and with regard for a DBF(O)M arrangement. 	<p>3</p>
Experience		
<p>B32.5</p>	<p>Using Table 15 in Appendix C, submit three project examples of relevance to the Project's requirements demonstrating the Financing Prime Team's successful implementation of past project financings. For each example provide:</p> <ul style="list-style-type: none"> (a) Project name, location and date completed; (b) Project capital cost; (c) Method of delivery (e.g. conventional, design-build, public-private-partnership, etc.); (d) Financing Prime Team Member's role in project financing; 	<p>3</p>

Submission Requirements		Maximum Pages
<p>(e) A summary of the amounts, term, and types of financing raised (including the equity contributed), and disclosure of any incidents of default;</p> <p>(f) Measurable benefits and value to the client;</p> <p>(g) Key team member roles on the project;</p> <p>(h) Relevance to the present Project;</p> <p>(i) Lessons learned; and</p> <p>(j) Client contact information.</p> <p>B32.6 It is recommended that Proponents describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude (e.g. \$200 million for long-term debt financing and \$350 million for short-term debt financing).</p> <p>B32.7 If other types of financing are provided in the Qualification Submission, it is recommended that their pertinence to the Project be explained.</p>		
Key Individuals		
<p>B32.8 Using Table 16 provided in Appendix D, submit information for a maximum of three Key Individuals per Financing Prime Team Member.</p> <p>B32.9 It is recommended that members of the Financing Team describe their experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.</p> <p>If other types of experience are provided in the Qualification Submission, it is recommended that their pertinence to the Project be explained.</p>		6

B33. SUBSTITUTIONS

- B33.1 A Proponent is not permitted to substitute or remove a Team Member, or change the role or scope of work of any Team Member, after the RFQ Submission Deadline, without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this B33.1.
- B33.2 A Proponent wishing to substitute or remove a Team Member, or change the scope of work of any Team Member, shall submit a written request to the Contract Administrator that sets out, in detail, the proposed change to the membership of the Proponent's team.
- B33.3 If a Proponent submits a request pursuant to B33.2, the following shall apply:
- (a) If the Proponent's request is submitted prior to the completion of Step 2 of the RFQ evaluation process (as set out in B37.3), the City, may in its sole discretion, permit the requested change and re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change; and
 - (b) If the Proponent's request is submitted after the completion of Step 2 of the RFQ evaluation process (as set out in B37.3), the City may, in its sole discretion, review the proposed change assess whether:
 - (i) the replacement Team Member has equal or better qualifications than the original Team Member; or
 - (ii) the proposed change in scope of work is likely to result in equal or better performance by the Proponent,

to determine whether the City will, in its sole discretion, consent to the Proponent's request. The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request under B33.3(b).

B33.4 If, after the RFQ Submission Deadline and for reasons beyond the control of the Proponent or the applicable Team Member, there is:

- (a) a requirement to substitute or remove a Team Member;
- (b) a change in Control of any Team Member; or
- (c) a material change to the business of a Team Member.

The Proponent must provide written notice to the City within five Business Days after becoming aware of such a change in circumstance. The City may, in its sole discretion, disqualify the Proponent if the City, in its sole discretion, considers that there could be a material adverse impact on the Proponent's Qualification Submission as a result of one of the circumstances set out in B33.4(a), B33.4(b), or B33.4(c). If the City determines, in its sole discretion, that it will not disqualify the Proponent in such circumstances, the City may permit the Proponent to propose a substitution for the applicable Team Member, for review and approval by the City. The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request under B33.4.

B33.5 Subject to the rules that will be contained in the RFP, Proponents are cautioned that as a general principle, Prequalified Parties will not be permitted to substitute or remove any Team Member or to materially change the roles or scope of work to be performed by any Team Member (from the Team Members' role and scope of work set out in their original Qualification Submissions), without the City's prior written consent. The City may, in its sole discretion, disqualify a Prequalified Party that substitutes or removes any Team Member or materially changes the roles or scope of work of a Team Member without the City's prior written consent.

B33.6 The City may, in its sole discretion, require a Proponent to remove and/or replace any Team Member and/or Key Individual pursuant to B17.5. Any such replacement Team Member and/or Key Individual is at the City's sole discretion and shall require the City's prior written consent.

B33.7 In exercising its sole discretion pursuant to this B33.6, the City may have reference to the Evaluation Categories set out in this RFQ and such other criteria as the City may consider relevant.

B34. NON-CONFORMING SUBMISSIONS

B34.1 If a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B34.2 If the immaterial non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material by requesting the omitted material through a notice to the Proponent Representative Contact Individual.

B34.3 If the requested information is not submitted by the time specified in B34.2, the Submission may be determined to be non-responsive.

B35. PROPONENT'S COSTS AND EXPENSES

B35.1 Proponents are solely responsible for the costs and expenses incurred by a Proponent or its Team Members in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings. Subject to B38.2, the City shall not be liable to pay any costs or expenses of any Proponent or any Team Member or to reimburse or compensate a Proponent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Qualification Submissions, the cancellation or deferral of the RFQ Process or the cancellation or deferral of the Project prior to RFP issuance.

EVALUATION

B36. EVALUATION CATEGORIES

B36.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated in the Table below. Proponents are cautioned that a Proponent which fails to meet the 70% minimum threshold applicable to any of the Evaluation Categories set out below may, as a result, be prevented from becoming a Prequalified Party, in the City's sole discretion. In addition, Proponents are cautioned that Proponent which fails to meet the Pass/Fail threshold applicable to Financial Capacity (B36.1(e)(i)) will be prevented from becoming a Prequalified Party.

EVALUATION CATEGORIES	SUBMISSION REQUIREMENTS REFERENCE	WEIGHTING (%)	PASS THRESHOLD
(a) Proponent Team Structure and Project Development Capability and Experience (i) Proponent Team Composition and Structure (ii) Management Plan (iii) Experience (iv) Key Individuals	B28.1 to B28.5 B28.6 B28.8 B28.9	25 5 10 5 5	17.5
(b) Design Team Capability and Experience (i) Approach (ii) Experience (iii) Key Individuals	B29.1 B29.2 B29.3	20 10 5 5	14
(c) Construction Team Capability and Experience (i) Certificate of Recognition or Letter/Report from Independent Reviewer (ii) Approach (iii) Experience (iv) Key Individuals	B30.1 B30.2 and Error! Reference source not found. B30.4 B30.5	25 Pass/Fail 10 5 10	17.5

EVALUATION CATEGORIES	SUBMISSION REQUIREMENTS REFERENCE	WEIGHTING (%)	PASS THRESHOLD
(d) Operations/Maintenance Team Capability and Experience		20	14
(i) Certificate of Recognition or Letter/Report from Independent Reviewer	B31.1	Pass/Fail	
(ii) Approach	B31.2	10	
(iii) Experience	B31.3	5	
(iv) Key Individuals	B31.4	5	
(e) Financing Team Capability and Experience		10	7
(i) Financial Capacity	B32.1 to B32.3	Pass/Fail	
(ii) Approach	B32.4	2	
(iii) Experience	B32.5 to B32.7	5	
(iv) Key Individuals	B32.8 and B32.9	3	
TOTAL SCORE		100	70

- B36.2 Individuals appointed by the City's Project Team will review and evaluate the technical and financial components of all Submissions received and will make appropriate recommendations to the City's Project Team. The technical and/or financial evaluation teams are expected to include Dillon and/or Deloitte, as appropriate.
- B36.3 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B36.4 The City has the unrestricted right to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of any Proponent, Team Member and/or Key Individual. The City may, in its sole discretion, disqualify any Proponent whose Qualification Submission contains any false or materially misleading information. The City may, in its sole discretion, disqualify any Proponent that, in the City's sole discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the City's evaluation of the relevant Proponent's Qualification Submission. The City is under no obligation to independently verify any information in any Qualification Submission.
- B36.5 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification information in relation to its Qualification Submission. The City may adjust its scoring of a Proponent's Qualification Submission based on the clarification information received by the City during the interview.
- B36.6 During the time period from the end of the RFQ Process until the issuance of the RFP, the City may, in its sole discretion, request any Proponent to confirm that there have been no material changes to the financial information submitted by the Proponent in its Qualification Submission. If there have been any material changes to financial information contained in the Proponent's Qualification Submission, the Proponent shall provide details of such changes in accordance with any requirements the City may impose at that time. The City shall evaluate the new financial information submitted by the Proponent by applying the evaluation criteria set out in B32 and may revise the Proponent's score and ranking to reflect the results of the evaluation. If

a Proponent's revised score results in a change in its ranking or in the Proponent not meeting the pass/fail threshold for financial capacity (B36.1(e)(i)), the City may, in its sole discretion, invite a Reserve Prequalified Party, based on the rankings in this RFQ Process, to be added to the list of Prequalified Parties and replace the Proponent whose score or pass/fail result on financial capacity was re-evaluated pursuant to B36.6.

B36.7 During the time period from the end of the RFQ Process until the issuance of the RFP documents, each Prequalified Party shall immediately report any material change to the financial information submitted by that Prequalified Party during the RFQ Process and shall re-submit its financial information by providing all financial information originally required by the terms of the RFQ. The City shall evaluate the re-submitted financial information and may revise the Applicant's score and ranking to reflect the results of the re-evaluation. If a Prequalified Party's revised score results in a change in its ranking or in the Prequalified Party not meeting the pass/fail threshold for financial capacity (B36.1(e)(i)), the City may, in its sole discretion invite a Reserve Prequalified Party, based on the ranking in this RFQ Process, to be added to the list of Prequalified Parties, and replace the Proponent whose score or pass/fail result on financial capacity was re-evaluated pursuant to B36.7.

B37. EVALUATION PROCESS

B37.1 The City will not open Qualification Submissions publicly. The City will evaluate the Qualification Submissions in accordance with the following steps:

B37.2 Step 1: The Qualification Submissions will be reviewed to determine whether they are substantially complete. The substantial completeness review will assess whether the required information and forms have been substantially completed and included in the Qualification Submission. A Proponent's failure to provide a substantially complete Qualification Submission will result in the Qualification Submission not being evaluated. For the purposes of this RFQ Process, "substantially complete" means that all documents have been submitted as required by this RFQ and have been completed without any major gaps in the information. For clarity, "substantially complete" is not a test of "absolute completeness", and shall not be interpreted in a manner that restricts the City's rights under B34.

B37.3 Step 2: The technical evaluation team and financial evaluation team established by the City will evaluate the relevant technical and financial portions, respectively, of those Qualification Submissions that pass the substantial completeness review. The technical and financial evaluation teams will evaluate, score and rank the Qualification Submissions in accordance with the Evaluation Categories set out in B36.

B37.4 Step 3: The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification information in relation to one or more Qualification Submissions.

B37.5 Step 4: The technical and financial evaluation teams established by the City will present the evaluation and ranking results from Steps 1 and 3 to a committee comprised of senior City staff entrusted with administrative oversight of the Project. In the event of a tie in the final aggregate score of two or more Proponents, their respective ranking shall be re-established based on: (i) the Proponents' aggregate scores for the combination of B36.1(a), B36.1(b), B36.1(c) and B36.1(d) ("Technical Submission Scores"); and (ii) if their Technical Submission Scores are the same, then on the Proponents' aggregate scores for the combination of B36.1(c) and B36.1(d) (i.e. Construction Team Capability & Experience, and Operations/Maintenance Team Capability and Experience).

B37.6 Step 5: Subject to B5.7 and B5.8, the Contract Administrator will contact all Proponents to inform them whether or not they have been determined to be Prequalified Parties.

B37.7 Proponents should be aware that identification of the three Prequalified Parties is not subject to City Council approval as delegated authority has been provided to the City's Chief Administrative Officer for this purpose.

B38. NO CONTRACT & CITY RIGHTS

- B38.1 By submitting a Qualification Submission and/or participating in the RFQ Process as outlined in this document, Proponents expressly agree that no offer to contract or contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise. For the avoidance of doubt, this RFQ is not intended to create a bidding contract (often referred to as "Contract A").
- B38.2 Notwithstanding that in accordance with B38.1, this RFQ is not intended to create "Contract A", the Proponent and all other entities participating in this RFQ Process agree that if the City is found to be liable, in any way whatsoever, for any act or omission in respect of this RFQ Process, the total liability of the City to any Proponent, Team Member or any other entity participating in this RFQ Process, and the aggregate amount of damages recoverable against the City for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, judicial review or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Proponent's cost of preparing its Qualification Submission or \$25,000, whichever is less.
- B38.3 The City may, at any time and in its sole discretion,
- (a) disqualify an Proponent or Qualification Submission, or disqualify any Team Member, if
 - (i) the Proponent, or any of its Team Members, has been disqualified from another competitive procurement process as the result of any convictions related to inappropriate bidding or procurement practices or unethical behaviour; or
 - (ii) the Proponent or one or more of its Team Members (or one of their Affiliates) has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process in any Canadian jurisdiction;
 - (b) consider, in the evaluation of the Qualification Submissions, any instances of poor performance of an Proponent, Team Member or Key Individual that the City has experienced in its dealings with any of the Proponent, its Team Members or its Key Individuals;
 - (c) accept or reject any Qualification Submission or reject all Qualification Submissions;
 - (d) disqualify a Proponent in accordance with B33;
 - (e) disqualify a Proponent in accordance with B22;
 - (f) to disqualify a Proponent if that Proponent or one or more of its Team Members or Key Individuals has, or has failed to disclose, a perceived, potential or actual Conflict of Interest as required by the terms of the RFQ;
 - (g) change the Project, including a change in scope;
 - (h) cancel this RFQ and reissue the same RFQ or a different request for qualifications document in relation to the Project; or
 - (i) cancel or defer this RFQ or the Project at any time.

The City's maximum aggregate liability to any Proponent if the City exercises any of the rights in B38.3 shall be governed and limited by the provisions of B38.2.

- B38.4 B38.1, B38.2 and B38.3 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process.
- B38.5 Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the City may, in its sole discretion,
- (a) impose at any time on all Proponents and any Team Members additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behaviour of the Proponents and Team Members; and

- (b) require that a Proponent and/or any Team Member provide the City with copies of their internal policies, processes and controls establishing ethical standards for its procurement practices and evidence of compliance by the Proponent and all Team Members with such policies, processes and controls.

B38.6 Upon request to the Contract Administrator, the City will offer a debriefing to any Proponent that has not been identified as a Prequalified Party. The City is not obliged to debrief Prequalified Parties with respect to their participation in the RFQ Process. The information provided to a Proponent in the debriefing will relate solely to that Proponent and its Qualification Submission and not to any other Proponent or Qualification Submission. Any information provided by the City in good faith during a debriefing shall not be used against the City or its representatives in any way whatsoever, including in any legal action.

B39. INTELLECTUAL PROPERTY

B39.1 Proponents will be required to represent and warrant that they have the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property they require for performance of their obligations pursuant to this RFQ and will pay all applicable fees associated with the use of such intellectual property including any required licence fees and royalties.

B40. COMPLIANCE WITH AGREEMENT ON INTERNAL TRADE

B40.1 The procurement process will be competitive, fair and transparent and will be consistent with the Agreement on Internal Trade and New West Partnership Trade Agreement (NWPTA) as they apply (or may apply in the future) to the City, Canada's international trade obligations, and all other applicable provincial and municipal laws, policies and procedures. Proponents should note that the Province of Manitoba is not currently a party to NWPTA.

APPENDICES

APPENDIX A – PROPONENT TEAM SUBMISSION TABLES

[NOTE TO PROPONENTS: Use the tables for responses to the Submission Requirements set out in B28]

Table 1 – Proponent Team Members

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

Table 2 – Proponent Representative and Proponent Representative Contact Individual

Name of Proponent	
Proponent Representative Mailing Address	Address: City: Province/State: Postal Code: Country:
Proponent Representative Telephone Number	
Proponent Representative Fax Number	
Proponent Representative E-Mail Address	
Proponent Representative Web-site Address:	
Proponent Representative Contact Individual Details	
Name:	
Title:	
Company:	
Mailing Address:	Address: City: Province/State: Postal Code: Country:
Telephone Number:	
Fax Number:	
E-mail Address:	

Table 3 – Project Development Prime Team Member – Name(s) and Role(s)

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

Table 4 – Project Development Prime Team Member(s) - Legal Status

Project Development Prime Team Member(s): _____

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

NOTE: If more than one firm or legal entity forms the Proponent's Project Development Prime Team Member, identify their lead and provide requested particulars for each such entity and make clear how they will be organized within the Proponent's proposed team.

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

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

Table 6 – Design Team Member(s) - Legal Status

Design Team Member: _____

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

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

Table 7 – Member(s) of Construction Team – Name(s) and Role(s)

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

Table 8 – Construction Team Member(s) - Legal Status

Construction Team Member: _____

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

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

Table 9 – Maintenance Team Member(s)– Name(s) and Role(s)

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

Table 10 – Maintenance Team Member(s) - Legal Status

Maintenance Team Member(s) _____

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

NOTE: If more than one firm or legal entity forms the Proponent's Maintenance Team, identify their lead and provide requested particulars for each such entity and make clear how they will be organized within the Proponent's proposed team

Table 11 – Financing Team Member(s) – Name(s) and Role(s)

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

Table 12 – Financing Team Member(s) - Legal Status

Financing Team Member(s) _____

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

NOTE: If more than one firm or legal entity forms the Proponent's Financing Team, identify their lead and provide requested particulars for each such entity and make clear how they will be organized within the Proponent's proposed team

APPENDIX B – PROJECT EXPERIENCE TABLES

Table 13 – Project Development Prime Team Member and Design and Construction Project Team Experience Table

[NOTE TO PROPONENTS: Use the tables for responses to the Submission Requirements set out in B28.7, B29.2, and B30.4]

Project Name:	
Location: (City, Province / State, Country)	
Date Completed or Status of Project:	
Project Delivery Type / Procurement Model:	
Size of Project: (area and construction value in Canadian dollars)	
Project Capital Cost: (original and final, including a brief description of any variance between the two)	
Project Description:	
Name of Team Member(s) (including Prime Team Member) involved in the project:	
Description of each Team Member(s) role on the project including role in project management and design and construction, as applicable:	
Prime Team Member’s role in project execution:	
Project Schedule (original and actual, including a brief explanation of any variance between the two):	
Description of the measurable benefits to the client:	

Descriptions of lessons learned on the project:	
Description of any limitations on scope of the project or work or services performed by the Prime Team Member or any Team Member or Key Individual:	
Description of how the project is comparable to the Project that is the subject of this RFQ:	
Client Contact Information:	Client Name: Contact Name: Title: Location: Phone No.: Email:

Table 14 – Maintenance Team Project Experience Table

[NOTE TO PROPONENTS: Use the table below ONLY for responses to the Submission Requirements set out in B31.3]

Project Name / Client Name(s):	
Location: (City, Province / State, Country)	
Contract Term (Duration):	
Size of Portfolio: (No. of facilities, total square footage)	
Types of Facilities under Management:	
Description of Nature of Contract Performance: (P3, key performance indicators, service level agreements, etc.)	
Name of Team Member(s) (including Prime Team Member) involved in the project:	
Description of each Team Member(s) Role on the Project:	
Descriptions of Lessons Learned on the Project:	
Description of any Limitations on Scope of the Project or Work or Services Performed by the Prime Team Member or any Team Member or Key Individual:	
Description of How the Project is Comparable to the Project that is the Subject of this RFQ:	
Client Contact Information:	Client Name: Contact Name: Title: Location: Phone No.: Email:
Other Information: (any other information that will assist in the evaluation of the Qualification Submission)	

APPENDIX C – FINANCING TEAM MEMBER EXPERIENCE TABLE

Table 15 – Financing Team Project Experience Table

[NOTE TO PROPONENTS: Use the table below ONLY for responses to the Submission Requirements set out in B32.5]

Projects Within the Last Five (5) Years	
Project Name:	
Location: (City, Province / State, Country)	
Project Delivery Type / Procurement Model:	
Type and Amount of Financing Raised: (include capital structure, any innovations or variations from the normal financing)	
Date of Financial Close:	
Name of Team Member(s) (including Prime Team Member) involved in the project:	
Description of each Team Member(s) Role on the Project:	
Pertinence of Past Project to the Capital Integrations Project	
Client Reference Information:	Client Name: Contact Name: Title: Location: Phone No.: Email:

APPENDIX D – KEY INDIVIDUALS TABLE

Table 16 – Key Individual Experience Table

[NOTE TO PROPONENTS: Use the table below ONLY for responses to the Submission Requirements set out in B28.9, B29.3, B30.5, B31.4, and B32.8]

Employing Team Member	
Key Individual's Role in Capital Integration Project	
Key Individual's Years of Experience	
Selected Past Project(s) Name(s) and Description(s)	
Pertinence of Experience on Past Project(s) to the Capital Integration Project	
For each Past Project, Past Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past Project Capital Value and Total Project Value with Term of Project in Years [Note to Proponents: This row applies to ONLY to the Financial Team Key Individuals and DOES NOT APPLY to any other Key Individuals.]	
Client Reference for each Past Project	Client Name: Contact Name: Title: Location: Phone No.: Email:
Description of Probability of Availability of Key Individual: (for the entire period of that portion of the Project term during which his or her responsibilities are to be carried out)	

APPENDIX E – HIGH LEVEL RISK MATRIX

Risks and Responsibilities	Project Co. Sector	City of Winnipeg
Approvals^[1]		
Environmental Assessment (EA) approvals		X
Manitoba Hydro (MH) approvals	X	X
CN approvals	X	X
University of Manitoba approvals		X
Land acquisition processes		X
Other approvals		X
Design and Construction		
Develop Functional Design		Technical Advisor
Detailed design and engineering	X	
Design and Construction co-ordination	X	
Manitoba Hydro utility relocation pre-works (prior to construction)		X (MH)
Construction works (structures and grade separations, roadworks, transitway runningway, stations, park and ride facilities, vehicle loops and short-term parking for passenger pick-up/drop-off, bus staging areas, street connections, intersections, railway works, drainage works, utility works, active transportation, pedestrian lighting, landscaping and aesthetics, fencing, noise attenuation)	X	
Construction of roadway connections between the Transitway and street system	X	
City utilities relocation works	X	
CN rail relocation works	X	
Manitoba Hydro and other 3rd Party utilities relocation works	X	
Traffic signals at road intersections		X
CN signals at road intersections (Markham and Chancellor)	X	
Roadway signage		X
Maintenance		
Life Cycle annual maintenance of civil infrastructure (pavement, bridges, pedestrian/bicycle paths) – Stage 1		X
Life Cycle annual maintenance of civil infrastructure (pavement, bridges, pedestrian/bicycle paths, Park and Rides, Parking lots, etc.) – Stage 2	X	
Periodic major maintenance and rehabilitation of civil infrastructure (pavement, bridges, pedestrian/bicycle paths) –		X

Risks and Responsibilities	Project Co. Sector	City of Winnipeg
Stage 1		
Periodic major maintenance and rehabilitation of civil infrastructure (pavement, bridges, pedestrian/bicycle paths, Park and Rides, Parking lots, etc.) – Stage 2	X	
Winter maintenance (sanding, snow removal and de-icing) – Stage 1 and Stage 2	X	
Summer maintenance (storm water drainage systems, grass cutting, street cleaning, pedestrian/bicycle path cleaning) – Stage 1 and Stage 2	X	
Station maintenance – annual and periodic (including cleaning and graffiti) – Stage 1 and Stage 2	X	
Passenger information systems maintenance – Stage 1 and Stage 2		X
Signal prioritization and maintenance – Stage 1 and Stage 2		X
Bus operations – Stage 1 and Stage 2		X
Pembina Highway Roadway O&M		X
City utilities maintenance		X
CN track infrastructure (ballast, ties, and rail) maintenance		X (CN)
Manitoba Hydro utilities infrastructure maintenance		X (MH)
Maintenance of roadway connections between the Transitway and street system		X
Comply with performance specifications/requirements and applicable building codes and legislation	X	
Meet and exceed all environmental and health & safety requirements	X	
Comply with hand-back requirements	X	
Financing [2]		
Short-Term Private Financing (During Construction)	X	
Long-Term Private Financing (During Maintenance Period)	X	
Long-Term Public Financing		X
Ownership of the Project (Maintenance Term and End of Term)		X

Note:

[1] City to work with the Preferred Proponent to complete all required approvals, such as the Environmental Assessment, Manitoba Hydro, and CN approvals, as required.

[2] For the purposes of the RFQ, Proponents should assume \$590 million capitalized cost of which 60% will be paid via Substantial Completion payment / milestone payments and 40% will be financed through long-term private financing and will be repaid over the Maintenance Term.

APPENDIX F – NON-DISCLOSURE AGREEMENT

To register, please complete and return this (NDA) by Fax: (204) 986-6863 or by email (pdf format) to: bradstrom@winnipeg.ca

TO: The City of Winnipeg
Attn: Björn Rådström
City Project Manager

REFERENCE: RFQ 201-2014
Design, Build, Finance, (Operate) Maintain
the City of Winnipeg's Capital Integration Project – Southwest Transitway (Stage 2) and Pembina Highway Underpass

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg (the "City") related to the City's Capital Integration Project **RFQ 201-2014** (the "RFQ"), _____ (hereinafter referred to as the "Recipient") agrees as follows:

1. The Recipient acknowledges that it will receive as part of its participation in the RFQ Process, information from the City which pertain to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "Confidential Information"). Confidential Information includes the additional information listed in Appendix G of the RFQ (as amended over time) and made available to the Recipient through the City FTP Site, and includes but is not limited to, any of the following:
 - (i) Drawings, reports, previous tenders and specifications and conceptual design information related to the Capital Integration Project;
 - (ii) compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - (iii) information deemed sensitive or private under the laws of Manitoba;
 - (iv) information about residents of the City;
 - (v) confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
 - (vi) any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.
2. All capitalized terms not defined in this Agreement shall have the same meaning as in the RFQ.
3. The Recipient agrees that it will not at any time disclose any Confidential Information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Confidential Information other than Recipient's employees, representatives or Team Members but only to the extent that the Recipient advises such employees, representatives or Team Members with whom it shares the Information (the "Recipient Team Member") of the confidential nature of the Information and of the obligations contained in this Agreement.
4. The Recipient agrees to ensure that its employees, representatives or Recipient Team Members:
 - (i) only use the Confidential Information for purposes of preparing a Qualification Submission; and

- (ii) observe and perform all of the covenants the Recipient has agreed to observe and perform in this Agreement as if they had signed this Agreement.

- 5. The Recipient agrees to be responsible for any breach of any provision of this Agreement by any of its employees, representatives and/or Recipient Team Members. The Recipient shall indemnify and save the City harmless from and against any loss, cost, damage, expense or liability suffered or incurred by the City arising as a result of or in connection with any breach by the Recipient or any of its employees, representatives or Recipient Team Members of any provision of this Agreement and which loss, cost, damage, expense or liability is proved to the satisfaction of the parties or determined by a court of law.

- 6. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from the Confidential Information.

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

- 8. The provisions of this Agreement shall survive for a period of five (5) years after the date hereof and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

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

- 10. This Agreement and RFQ 201-2014, contain the entire agreement of the parties relating to the Confidential Information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the _____ day of September 2014.

Authorized Signature _____

Print Name: _____

Title: _____

Recipient Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

FTP access information (please check one):

___ Please email the FTP access information to the above contact

___ Please email the FTP access information to:

APPENDIX G – CONFIDENTIAL INFORMATION

- City of Winnipeg Southwest Transitway Stage 2 - Transitway Design Requirements.
- Preliminary Engineering Study for Upgrading the Pembina Highway Underpass (CN Rivers Sub. Mile 2.65).

APPENDIX H – REQUEST FOR INFORMATION FORM

To Be Completed By the Proponent	
Name of Proponent:	Date Submitted:
Address:	
Telephone:	
E-Mail:	
Do you want this request for information to be “commercially confidential” in accordance with B12.4of the RFQ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Request	
To Be Completed by the City of Winnipeg	
RFI #:	
Date of Response:	
Response	