

Request for Qualifications
for the
Design-Build-Finance-Operation and Maintenance
WWTP Upgrade Project
RFQ #2153
Addendum/Clarification #1

This Addendum/Clarification shall be incorporated into the Request for Qualifications.

Date Issued: May 27, 2013

Amendments to RFQ:

SECTION 1.13 – SECURITY OF INFORMATION

Add the following to complete the sentence: “or the response to any subsequent RFP for the Project.”

SECTION 3.1 – INELIGIBILITY

Delete the bullet “any former or current employee of the City who through his/her employment by the City has had direct involvement with the Project”

APPENDIX D – DATA ROOM REGISTRATION FORM AND ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY

Replace Appendix D with the posted “Revised Appendix D – Data Room Registration Form and Acknowledgement of Terms of RFQ and Confidentiality”.

Potential respondents that have already completed, executed and submitted Appendix D will be required to resubmit the revised version.

APPENDIX F – SUMMARY LIST OF REQUESTED RFQ SUBMISSION INFORMATION ITEMS

Add the following to the row in the table entitled “Team Members’ Experience”:

Table 5.1B
Table 5.1C
Table 5.1D

Clarifications to RFP:

The following is a list of Respondent submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

Question 1:

Can the City kindly specify as to whether or not supplemental project sheets and resumes will be accepted (in addition to the information provided Table 4.2/5.2 and 5.1)? Appendix F appears to request key individual resumes as a separate item from Table 4.2/5.2.

Answer 1:

Regarding resumes, please refer to Section 4.2: "It is recommended that resumes for Key Individuals be provided as part of the response to this RFQ".

Regarding "supplemental project sheets", descriptions of project experience will be accepted in support of projects mentioned in any of the Tables 4.2/5.2A, 4.2/5.2B, 4.2/5.2C, 4.2/5.2D, 5.1A, 5.1B, 5.1C, 5.1D.

Question 2:

We have executed the ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY based on the confidentiality agreement set out in Appendix D to the RFQ. We are concerned because the confidentiality agreement only allows disclosure of information to "Team Members" and does not allow us to disclose information to other parties (eg, advisors and consultants) who require such information for the purpose of preparing our response to the RFQ.

We believe that this was an oversight, as the confidentiality agreement defines "Representative" but then uses the term "Team Member". Would the City please amend the confidentiality agreement in Appendix D by replacing each instance of "Team Member" with "Representative" and allow interested parties to resubmit the acknowledgement?

Answer 2:

The intent is to allow disclosure of information to both Team Members and Representatives. A replacement DATA ROOM REGISTRATION FORM AND ACKNOWLEDGEMENT OF TERMS OF RFQ AND CONFIDENTIALITY will be emailed to those who have submitted the form, with instructions to complete, execute, and resubmit.

In addition, the form will be updated by means of an Addendum.

Question 3:

Please confirm if there is a font size limitation on the writeup, the tables and the Resumes. If so, please advise about what the font size should be.

Answer 3:

There is no font size limitation for the submission; however, Respondents shall ensure that the text in their RFQ submission is clear and legible.

REVISED APPENDIX D

**DATA ROOM REGISTRATION FORM AND ACKNOWLEDGEMENT OF TERMS OF
RFQ AND CONFIDENTIALITY**

DATA ROOM REGISTRATION FORM

(To be submitted by an interested party's representative to gain access to the Data Room)

**City of Regina Wastewater Treatment Plant Upgrade Project
Request for Qualifications**

To receive access to the Data Room
please execute and email all five (5) pages of this Appendix D as soon as possible to:

Gloria Bechtold, Coordinator Purchasing
Email: reginapurchasing@regina.ca

Interested Party's Contact Information

Name of Party: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____

Contact Person Email Address: _____

Contact Person Telephone: _____

The Contact Person will be provided with Data Room access details as soon as possible via the Contact Person Email Address provided.

ACKNOWLEDGEMENT

OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the interested party and has the power and authority to sign this Acknowledgement of Terms of RFQ and Confidentiality on behalf of such interested party.

The interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

For greater certainty, the interested party in executing this Acknowledgement of Terms of RFQ and Confidentiality agrees to comply with the Confidentiality Agreement provisions set out on the subsequent three pages.

Interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Confidentiality Agreement each capitalized term not otherwise defined in this Confidentiality Agreement has the meaning given to it in Appendix A of this RFQ:

- (a) “Confidentiality Agreement” means the preceding Acknowledgement of Terms of RFQ and Confidentiality page, this page, and the following two pages, which are subject to the RFQ.
- (b) “Permitted Purposes” means evaluating the Project, preparing an RFQ submission in response to the RFQ, preparing a submission in response to any subsequent RFP for the Project, and any other use permitted by this Confidentiality Agreement.
- (c) “Recipient” means a Respondent or any other interested party who completes a Data Room Registration Form in Appendix D of this RFQ;
- (d) “Representative” means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, financial sponsor, Key Individual, Team Member or other member of a Consortia or any other person contributing to or involved with the preparation of RFQ submissions or RFP submissions submitted in response to this RFQ or any subsequent RFP for the Project, as the case may be, or otherwise retained by the Recipient in connection with the Project.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the City (which may provide such consent in its sole discretion), disclose, or allow any of its Representative to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Confidentiality Agreement, and will ensure that each of its Representative agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

The City owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under Applicable Law, and except as permitted by this Confidentiality Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Confidentiality Agreement, and will not, without the prior express written consent of an authorized representative of the City, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representative who need to know the Confidential Information for the purpose of evaluating the Project and preparing its response to this RFQ or its response to any subsequent RFP for the Project and on the condition that all such Confidential Information be retained by each of those Representative as strictly confidential. The Recipient will notify the City, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request, the Recipient will promptly deliver to the City or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to the City in writing, all in accordance with the instructions of the City; provided, however, that the Recipient may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to Applicable Law.

6. Acknowledgement of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the City may be irreparably harmed if any provision of this Confidentiality Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be

compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the City will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Confidentiality Agreement by the Recipient or any of its Representative, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the City may be entitled at law or in equity.

7. No Prior Agreements

The Recipient or any of its Representative represents that their performance of all the terms of this Confidentiality Agreement do not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding (including any agreement relating to any proprietary information, knowledge or data acquired by the Third Party in confidence, trust or otherwise) to which the Recipient is a party or by the terms of which the Recipient or any of its Representative may be bound. The Recipient or any of its Representative further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Confidentiality Agreement.

8. Waiver

No failure to exercise and no delay in exercising, any right or remedy under this Confidentiality Agreement by the City will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Confidentiality Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

9. Severability

If any portion of this Confidentiality Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

10. Enurement

This Confidentiality Agreement enures to the benefit of the City and binds the Recipient and its successors.