

City of Regina



REGINA
Infinite Horizons

**REQUEST FOR QUALIFICATIONS
FOR THE
DESIGN, BUILD, FINANCE, OPERATION AND
MAINTENANCE
OF
CITY OF REGINA WASTEWATER TREATMENT
PLANT UPGRADE
REGINA, SASKATCHEWAN, CANADA**

RFQ No: 2153

Submission Deadline: June 25, 2013 2:00 p.m. (Regina Time)

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1. INTRODUCTION

1.1 Defined Terms

Defined terms used in this RFQ have the meanings set out in Appendix A.

1.2 Executive Summary of the Business Opportunity

The City of Regina (the “**City**”) has received City Council approval to proceed with procurement of the design, build, financing, operation and maintenance (“**DBFOM**”) of the City of Regina Wastewater Treatment Plant Upgrade Project (the “**Project**”). The location of the Project is shown on Figure 1. The Project is described in detail in Section 2 of this Request for Qualifications (“**RFQ**”).

The Project will be procured as a DBFOM. The RFQ phase of the procurement will be followed by a Request for Proposals (“**RFP**”) phase, which will culminate in a DBFOM Agreement.

The DBFOM Agreement for the Project will award to the Successful Proponent responsibility to design, construct and partially finance the Project, and to operate and maintain it, for the Term. In addition, the Successful Proponent will be required to continue to employ the existing labour force and comply with the existing collective agreements and *The Trade Union Act* (Saskatchewan).

The capital commitment for the Project, as approved by City Council, is up to \$224.3 million (nominal, as-spent) for design, construction, servicing, City planning and procurement management costs, but excluding financing costs during construction. Also approved by City Council, in principle, is a commitment to providing a performance-based payment for operations, maintenance, and availability of the Project totaling \$760.2 million (nominal, as-spent) over the term, which includes all financing costs.

The City intends that the RFP will be issued on or about July 29, 2013, that final proposals in response to the RFP will be required on or about February 24, 2014 and that the DBFOM Agreement will be entered into on or about April 30, 2014 (see Project Schedule in Section 2.4).

City Administration has the authority to proceed with the DBFOM procurement process, including selection of and award to the Successful Proponent. Following the selection of the Successful Proponent, the City’s Administration will be required to seek City Council approval for the exact amount of borrowing necessitated by the Successful Proponent’s offer. More information with regard to approvals and delegated authorities is available in the Minutes of the City Council Meeting of Monday, February 25, 2013, available at the following web link: <http://regina.siretechnologies.com/sirepub/mtgviewer.aspx?meetid=226&doctype=MINUTES>

1.3 Background

City Context

The City is located in the southern region of the Province of Saskatchewan, approximately 180 kilometres north of the US border. The City is the capital city of Saskatchewan and is a civic and

cultural hub in Saskatchewan. It is home to a university, prominent research and development institutes, an international airport and several sports and cultural groups.

The population of the City is approximately 200,000 and is expected to increase significantly over the next 30 years. The economy of the City is linked to the Province's natural resources and agricultural industries, however, within the City, commercial offices and services provide the main source of employment.

City of Regina Wastewater Treatment Plant Upgrade Project Overview

Current wastewater treatment in Regina dates back to the late 1950s when the first lagoons were built. Since then the wastewater treatment plant has been expanded and upgraded multiple times, including:

- 1960s: Installation of fine bubble aeration to the lagoons;
- 1970s: Construction of two deeper lagoons and the tertiary clarifiers;
- 1980s: Construction of the primary sedimentation tanks, anaerobic digesters, and sludge dewatering facility;
- 1990s: Construction of the UV disinfection system and one additional aerated lagoon; and
- 2000s: Construction of a new administrative building.

The City's wastewater treatment plant is now classified as a Class IV plant. With continued and projected growth in the City and more stringent regulatory requirements which are due to take effect at the end of 2016, the City has undertaken a comprehensive review of its wastewater treatment processes and is implementing a major wastewater upgrade program.

In summary, the Project is needed to:

- upgrade the wastewater treatment facility to remove nutrients as required by the new Permit to Operate a Sewage Works (the "**Permit**") which imposes higher effluent standards at the end of 2016;
- increase the capacity of the plant to accommodate anticipated population growth (to about 258,000);
- rectify current deficiencies by replacing/refurbishing infrastructure, some of which is now well beyond its normal service life;
- improve energy efficiency of the wastewater treatment plant to reduce energy consumption and greenhouse gas emissions; and
- meet current codes and standards.

The upgraded wastewater treatment plant will be required to remove ammonia on a year-round basis and remove both nitrogen and phosphorus prior to discharging treated effluent to Wascana Creek.

1.4 Objectives of this RFQ

This RFQ is the first stage in the DBFOM procurement process. The purpose of this RFQ is:

- a. to confirm sufficient interest among qualified private sector participants to proceed effectively with the DBFOM procurement process; and
- b. to identify three Consortia for participation in the RFP phase of the DBFOM procurement process.

The objectives of the City for the Project and the DBFOM procurement process are:

- (i) to transition operation of the wastewater treatment plant's operations, including transition of current wastewater treatment plant employees from employment with the City to employment with the Successful Proponent shortly after financial close of the DBFOM Agreement;
- (ii) that the wastewater treatment system meets the requirements of the Permit on or before December 31, 2016 and continues to meet such requirements throughout the Term;
- (iii) to achieve value for money for construction, operations, and maintenance;
- (iv) to achieve proper risk allocation between the City and the Successful Proponent;
- (v) to ensure that, wherever possible, innovative approaches are used with respect to the design, construction, finance, operations, and maintenance of the Project;
- (vi) to ensure best practices for working environment for wastewater treatment plant staff in accordance with applicable legislation and applicable collective agreements;
- (vii) to ensure that the Project is designed, built, operated and maintained in an environmentally sound manner and in a manner that ensures the safety of the public;
- (viii) to ensure the wastewater treatment plant is operated and maintained with sensitivity to surrounding communities, with consideration to such issues as odour, noise and traffic;
- (ix) to ensure the Project is available on an uninterrupted basis reflecting the essential service the Project provides to the City;
- (x) to ensure the Project coordinates and supports the City's existing contracts, including a contract with Western Potash Corporation for access to effluent; and
- (xi) to ensure that the infrastructure is handed back to the City in suitable condition at the end of the Term.

Accordingly, the principal objective of this RFQ is to identify, from among Consortia responding to this RFQ (the “**Respondents**”), the three Respondents (“**Proponents**”) who are most likely to further the above objectives for the Project. Specifically, by this RFQ process the City hopes to identify the three Respondents who are most likely to:

- (A) engage in the procurement process through to final proposals;
- (B) submit highly competitive final proposals that will achieve value for money for the DBFOM; and
- (C) if selected as the Successful Proponent, design, build, operate and maintain the infrastructure effectively and efficiently and in a manner that is financially and environmentally sound and that appropriately protects the safety of the public.

The City believes that assessment of each Respondent’s ability to satisfy the above criteria and meet the above objectives turns on three key questions:

1. Who are you? -- Who are the key business entities (“**Team Members**”) on your team, and who are the individuals (“**Key Individuals**”) that will play a lead role on behalf of those Team Members? Section 4 of this RFQ addresses this key question.
2. What have you done? -- What pertinent experience, knowledge and skills do your Team Members and their Key Individuals have? Section 5 of this RFQ addresses this key question.
3. What is your plan? -- How do you plan to structure your Consortium and your approach to each of the project lead, the design-build, the operation and maintenance, and the financing of the Project? Section 6 of this RFQ addresses this key question.

1.5 Instructions to Respondents

Submissions by Respondents in response to this RFQ should:

- be in the format described in Section 3.3 of this RFQ; and
- be addressed to the attention of and physically delivered (fax or e-mail submissions will be rejected) to the address set out below no later than 2:00:00 p.m. (Regina Time) on June 25, 2013:

City of Regina Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Attention: Gloria Bechtold, CPPB

Any submission received at the designated location noted above after the required time and date specified for receipt shall not be considered.

1.6 Addenda to this RFQ

The City may issue addenda modifying or supplementing the RFQ. The last day for the issuance of such addenda by the City will be June 18, 2013. The City will make Addenda available to Respondents by posting them to SaskTenders.

Respondents will receive an e-mail notification from SaskTenders of any addenda posted to SaskTenders. Such addenda will become part of the RFQ document. It is the responsibility of the Respondent to ensure that the Respondent's response is in accordance with all addenda to the RFQ.

It is the responsibility of the Respondent to ensure that it is properly registered with SaskTenders to receive the SaskTenders automatic email notifications.

1.7 Communications

All correspondence, questions and contact by Respondents (including their Team Members and Key Individuals) with the City in relation to this RFQ must be directly and only with the following individual (the "**City Representative**") designated by the City:

City of Regina Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Attention: Gloria Bechtold, CPPB
Email: reginapurchasing@regina.ca

Inquiries by e-mail are preferred. Identify this RFQ in the subject line and include the telephone number of the inquirer.

In the event that a Respondent finds discrepancies, ambiguities or omissions in the RFQ documents, or has any doubt as to the meaning or intent of the RFQ documents, the Respondent shall at once notify the City Representative in accordance with this Section 1.7. If the City considers that a correction, explanation or interpretation is necessary or desirable, an addendum or clarification will be posted to SaskTenders. No oral explanation or interpretation will modify any of the requirements or provisions of the RFQ.

Respondents or Registered Parties who wish to ask questions regarding this RFQ must submit them to the City Representative using the Question Submission Form included as Appendix E to this RFQ (which may be submitted by e-mail attachment in PDF form). The City may decline to respond to questions received later than June 13, 2013. The City will, where in the City's assessment confidentiality is not an issue, distribute to all Respondents copies of questions and the City's responses.

Should a Registered Party or Respondent wish to ask a question that it considers to be confidential (i.e., the response is to be directed only to the party that asks the question), the Registered Party or Respondent may request such a question be kept confidential (by indicating same on the Question Submission Form) provided it sets out with such request an explanation as to why it believes the question to be confidential. If the City considers that the question is in fact confidential, it will direct the response only to the party that has asked the question, and not to the other Registered Parties or Respondents. If the City considers that the question is not confidential, it will advise the Registered Party or Respondent of its view, and the Registered Party or Respondent can decide whether to withdraw the question, re-submit the question as non-confidential or revise the question to remove what it views as the confidential elements and resubmit the question as non-confidential. The City reserves the right in its sole discretion to determine whether a question is confidential or not, and anticipates that only in exceptional circumstances will it determine a question to be confidential. The City reserves the right to issue an addendum to the RFQ in light of a confidential question proposed to the City even if such confidential question is then withdrawn, and in such case, the City will use reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential.

1.8 No Lobbying

Interested parties, Respondents and their Team Members and Key Individuals are strictly prohibited from engaging in any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process and are strictly prohibited from contacting the City other than as provided in Section 1.7. Failure to comply with this provision may result in disqualification of your Consortium from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

1.9 Available Information and Data Room Access

The following electronic information will be made available through SaskTenders:

- Tables 3.2, 4.1, 4.2/5.2, and 5.1 in electronic MS Word format
- RFQ Submission Label in electronic MS Word format;
- Data Room Registration Form; and
- Question Submission Form in electronic MS Word format.

Additional information will be available through the RFQ electronic data room (“**Data Room**”) such as the Project predesign report, wastewater treatment plant condition information, and wastewater treatment plant operational information and such information may be updated from time to time prior to the RFQ submission deadline.

All parties interested in receiving access to the Data Room are required to register with the City (“**Registered Parties**”). Only Registered Parties will be entitled to receive access to the Data Room. To register, interested parties must complete the form included as Appendix D and submit it by email to:

City of Regina Purchasing Branch
Email: reginapurchasing@regina.ca

It is the responsibility of Registered Parties to monitor the Data Room for any additional information that may be posted prior to the RFQ submission deadline.

While the information accessible through SaskTenders, the Data Room, and the figures and information provided in this RFQ, have been provided in good faith, the City does not represent such information to be accurate, comprehensive or to have been independently verified. Neither the City nor any of its elected officials, officers, employees, agents, or advisors accepts any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to the information accessible through SaskTenders, the Data Room or in this RFQ. Any liability therefore is hereby expressly disclaimed.

1.10 Information Session and Site Tour

All Respondents will have the option to participate in a group information session and site tour on May 23, 2013. The purpose of the group information session and site tour will be to:

- provide an overview of the upgrade requirements;
- summarize the DBFOM model for the Project;
- outline the procurement process and schedule;
- provide an overview of this RFQ;
- allow time for questions and answers; and
- provide an opportunity to view the WWTP and site.

All information shared at this meeting will be shared with all Respondents. While attendance is voluntary, Respondents are encouraged to take advantage of the opportunity to advance their understanding of the Project by attending.

The information session will be held at:

Evraz Place
1700 Elphinstone Street
Regina, Saskatchewan
Canada

The planned information schedule is:

9:00 am – 12:00 pm:	Presentations, Question & Answer Session
12:00 pm – 1:00 pm:	Lunch
1:00 pm – 3:00 pm:	Tour of wastewater treatment plant. Transportation will be provided to and from the plant. Personal protection equipment will be provided.

Registration with ed.wiebe@aecom.com is preferred by May 21, 2013, to attend the information session and site tour.

1.11 No Liability

The City does not, by issuing this RFQ or by any communication or documentation made or provided in connection with this RFQ, incur any duty of care or contractual obligation to any interested party, Respondent, Team Member, Key Individual or other person, and expressly disclaims any liability or obligation to any interested party, Respondent, Team Member, Key Individual or other person in connection with this RFQ. Statements in this RFQ of the City's expectation in relation to the Project and the Project schedule and the RFP process are relied upon or acted upon by interested parties, Respondents, Team Members, Key Individuals and other persons solely at their own risk.

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

The City may amend, suspend, postpone, cancel or extend the closing of this RFQ or any future stage of the procurement of the Project without incurring liability to any interested party, Respondent, Team Member, Key Individual or other persons.

Notwithstanding anything else in this RFQ, the City has the right, at any time and in its discretion:

- a. to change the dates, schedule, deadlines, process and requirements described in this RFQ;
- b. to accept or reject any or all RFQ submissions;
- c. to disqualify any Respondent (i) that does not meet the requirements of this RFQ (including, but not limited to, satisfying the submission requirements), (ii) that contravenes any prohibition or requirement that is set out in this RFQ in respect of the conduct of Respondents and their Key Individuals or Team Members, or (iii) that has economic or other interests which are, or could reasonably be perceived to be, contrary to the objectives of the Project, provided that if a Respondent's submission is not strictly in accordance with any provision of this RFQ, and in the City's opinion the non-conformance is immaterial, the City may, at its option, waive the non-conformance;
- d. to change the limits, scope and details of the Project;
- e. to reissue the same RFQ or a different request for qualifications document in relation to the Project;
- f. to cancel or suspend this RFQ or the Project; or
- g. to elect not to proceed with the Project for any reason whatsoever,

in each case, without incurring any liability for costs and damages incurred by any Respondent.

1.12 *The Regina Administration Bylaw, No. 2003-69*

It is the Respondent's responsibility to be familiar and comply with *The Regina Administration Bylaw, No. 2003-69*, including without limitation, the P3 process set out as Part VI of the Purchasing Policy appended as Schedule D to that Bylaw.

1.13 Security of Information

The RFQ documents (including any information provided on SaskTenders or in the Data Room), or any portion thereof, may not be used for any purpose other than the response to this RFQ.

2. THE PROJECT

2.1 Description of Project

Design and Construction

The Successful Proponent will design and construct the Project in accordance with the technical requirements of the DBFOM Agreement and must comply with all applicable federal, provincial, and municipal laws, codes, standards, regulations and bylaws ("**Applicable Laws**"). All design, construction, commissioning, operations and maintenance shall meet the most current standards, guidelines and approvals.

The City has provided through the Data Room (see Section 1.9) a Pre-design for the Project. The Pre-design is provided for information only. A Respondent may adopt solutions presented in the Pre-design or develop its own solutions. In either case, the Successful Proponent will be responsible for the design and construction of the Project in accordance with the technical requirements of the DBFOM Agreement.

The Successful Proponent will be required to perform the obligations of the City under all applicable permits, approvals and licenses and to ensure that the permits, approvals and licenses remain valid and that conditions are adhered to. The Successful Proponent will also be required to obtain and adhere to any other permits, approvals and licenses as may be required for the Project. Further, the Successful Proponent will be responsible for obtaining and adhering to any changes required to permits, approvals and licenses already obtained by the City associated with the Successful Proponent's designs and innovations.

The City intends that the Project will comprise the design and construction of upgrades to the wastewater treatment plant (see Figure 2).

All of the above will be constructed on City-owned lands in the Rural Municipality of Sherwood.

Once construction of the upgrades is complete, the City will not permit secondary and tertiary treatment of wastewater in clay-lined or synthetic-lined lagoons, ponds, or basins.

Due to the construction of new secondary and tertiary treatment processes, the existing aerated lagoons will no longer be required. Therefore, the City envisages that some of these aerated lagoons may be used for management of wet weather flows and others will be used for sludge

disposal. High wastewater flows occur during periods of snow melt and wet weather. It is anticipated that these high flows may be managed by temporary storage in three of the existing aerated lagoons basins. It is anticipated that sludge may be used to fill-in two of the existing aerated lagoon basins that are no longer required for treatment of wastewater or for management of wet weather flows. A consequence of this sludge disposal method is that advanced sludge treatment technologies for the sludge are not envisaged. Conventional sludge treatment that includes sludge stabilization and dewatering is anticipated as being the minimal requirement.

The City expects that the Project will further comprise as part of the Design and Construction:

- Wastewater treatment infrastructure:
 - grit removal;
 - primary sedimentation;
 - secondary and tertiary treatment for removal of suspended solids, organic material, ammonia, and nutrients;
 - effluent disinfection;
 - treated wastewater outfall;
 - wet weather flow management;
 - on-site sludge management;
 - odour management; and
 - administration, operation and maintenance buildings.

- Continued operation of the existing facilities during construction:
 - continued operation of existing wastewater treatment plant, during the design and construction phase;
 - decommissioning of those elements replaced by new infrastructure; and
 - transitioning to the new infrastructure on completion of construction of new facilities.

Operation, Maintenance and Renewal

The Successful Proponent will be responsible for the operation, maintenance and renewal of the Project. The Successful Proponent will perform the operation, maintenance and renewal in compliance with the technical requirements of the DBFOM Agreement (including handback requirements) and must comply with all Applicable Laws.

The City intends that the operation, maintenance and renewal component of the Project will comprise all wastewater treatment infrastructure within the boundaries of the site shown on Figure 1. For greater certainty, the first point of operational control will be the valve chamber.

The McCarthy Boulevard Pumping Station, including its wastewater screens and the forcemain to the wastewater treatment plant, is excluded from the scope of the Project.

Financing

The Successful Proponent will supply the private financing required to complete the design and construction of the Project. The City will make a substantial completion payment and may make an earlier payment or payments, such payments in total currently are anticipated to be approximately 50% of the Successful Proponent's capital cost.

Payment

From and after substantial completion, the Successful Proponent will receive monthly payments comprised of three components, i) a capital payment component, ii) a maintenance and operation component and iii) a renewal component. The maintenance, operation and renewal components of the payment will be indexed linked to account for inflation. The capital payment component will not be index linked.

Payment to the Successful Proponent will be based on the ongoing availability of the Project and on achieving the specified performance requirements throughout the Term of the DBFOM Agreement.

All payments will be subject to payment adjustments should the Project become unavailable or should the Successful Proponent fail to achieve the specified performance requirements. Payment adjustments will also be index linked.

The Successful Proponent will be entitled to receive monthly payments in respect of the operation of the existing facilities from and after the commencement of operation of the existing facilities by the Successful Proponent.

2.2 Procurement Process

The first stage of the procurement process for the Project is this RFQ. The City intends to invite three Respondents to participate in the second stage of the procurement process, the RFP stage.

During the RFP stage, the City intends to require Proponents to submit the following packages:

- Submission Requirement (“**SR**”) Package 1
 - general management plan and communications plan
 - Proponent information including any changes to Consortium team membership
- SR 2 Package
 - detailed designs for the Project
 - detailed plans for design, construction, operations, maintenance, staff transition, safety audit, whole-life management (innovation, preservation and rehabilitation), working environment for staff during and after construction, quality management, environmental management, public communication, safety, project schedule, collaboration, insurance and indicative financial model

- SR2B Package
 - Restated SR2 with all components clarified and indicative financing plan and indicative financial model
- SR 3 Package
 - financial model, financing plan and financial offer

An honorarium for RFP proposal development costs of \$250,000.00 (Two Hundred Fifty Thousand Canadian Dollars) will be paid to each of the unsuccessful Proponents who has submitted a proposal in accordance with the RFP and who agree to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal. The Successful Proponent will not be paid the honorarium.

2.3 DBFOM Agreement

The draft DBFOM Agreement will be issued concurrently with the RFP.

Proponents will be afforded at least two opportunities to provide written comments on the DBFOM Agreement and thereafter engage in meetings with the City's team.

The DBFOM Agreement will be finalized prior to the submission of final proposals (see Project Schedule Section 2.4) and will not be negotiated further following selection of the Successful Proponent.

2.4 Project Schedule

The City intends (but see the disclaimer in Section 1.11) to adhere to the following schedule:

- | | |
|--|-------------------|
| • Issue RFQ | May 14, 2013 |
| • Information Session and Site Tour | May 23, 2013 |
| • Last Day for RFQ Question Submission | June 13, 2013 |
| • Last Day for Issuance of RFQ Addenda | June 18, 2013 |
| • RFQ Submission Deadline | June 25, 2013 |
| • RFP Proponent Selection Announcement | July 10, 2013 |
| • Issue RFP | July 29, 2013 |
| • SR 1 Submission Deadline | August 19, 2013 |
| • SR 2 Submission Deadline | November 18, 2013 |
| • SR 2B Submission Deadline | February 10, 2014 |
| • Financial Submission (SR Package 3) | February 24, 2014 |
| • Notification of Successful Proponent | February 28, 2014 |
| • DBFOM Agreement Signing Deadline | April 30, 2014 |
| • Achievement of Mandated Effluent Quality | December 31, 2016 |
| • Construction Completion | Spring, 2017 |

3. RFQ REQUIREMENTS

3.1 Ineligibility

Each Key Individual, on behalf of the Team Members identified in the Respondent's RFQ submission, shall declare and continue to be under an obligation to declare, all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future.

In this RFQ, "**Conflict of Interest**" includes any situation or circumstance where in relation to the Project, a Respondent, any Team Member or any Key Individual, has other commitments, relationships or financial interests that:

- a. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of the City's independent judgment; or
- b. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its obligations under the DBFOM Agreement.

In connection with its RFQ submission, each Respondent shall:

- a. avoid any Conflict of Interest in relation to the Project;
- b. immediately disclose to the City any actual or potential Conflict of Interest that arises during the RFQ Process; and
- c. comply with any requirements prescribed by the City to resolve any Conflict of Interest.

In addition to all contractual or other rights or rights available at law or in equity or legislation, the City may immediately exclude a Respondent from further consideration or remove the Respondent from the RFQ Process if:

- a. the Respondent fails to disclose an actual or potential Conflict of Interest;
- b. the Respondent, any Team Member or any Key Individual identified in the Respondent's RFQ submission fails to comply with any requirements prescribed by the City to resolve a Conflict of Interest; or
- c. the Respondent's Conflict of Interest issue cannot be resolved.

Respondents shall not include among their Team Members or Key Individuals any business entity or individual (an "**Ineligible Person**") who is associated with any of the following:

- any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, process, finance or financial capacity advice, namely:
 - Engineering Consultants
 - AECOM Canada and its subconsultants (KGS Group, SEPW Architects, Clifton Associates and WPC Solutions)
 - Business Advisor
 - Deloitte LLP
 - Legal Advisor
 - Torys LLP
 - Communications Advisor
 - McKim Cringan George
 - Fairness Advisor
 - JD Campbell and Associates Ltd.
- any former or current employee of the City who through his/her employment by the City was involved in the procurement model analysis for the Project any time after April 1 2012;
- any former or current employee of the City who through his/her employment by the City has had direct involvement with the Project; or
- any member of City Council or any closely connected person (as defined and applied in section 114 of *The Cities Act* (Saskatchewan) (the “**Cities Act**”)).

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

With respect to Ineligible Persons or their affiliates, subcontractors or consultants, the City reserves the right, in its discretion, to exclude any Respondent or any affiliate, subcontractor or consultant to any Respondent on the grounds of Conflict of Interest. The City may, in its sole discretion, waive the ineligibility of an affiliate, subcontractor or consultant of an Ineligible Person on such terms and conditions as the City, in its sole discretion, may require, including that the Respondent or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all confidential information the Respondent, affiliate, subcontractor or consultant may have, continues to be kept confidential and not disclosed or used except as expressly allowed by the City.

If a Respondent has a question as to whether a particular relationship or association creates a Conflict of Interest then the Respondent shall fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest. The City will provide confidential responses to such inquiries.

Failure to comply with this provision or in the event the City determines that there is a Conflict of Interest may result in disqualification of your Consortium from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

3.2 Team Name and Contact Individual

A Respondent's submission shall at the outset state a team name and an organization (the "**Contact Organization**") that will be the contact for all communications with the City regarding this RFQ, and an individual (the "**Contact Individual**") responsible for all such communications on behalf of that organization. The City shall be entitled to rely on any communication from the Contact Individual as having been duly authorized by the Contact Organization and as being duly given on behalf of the Respondent and its Team Members.

The City requests Respondents provide the following information for the Contact Individual:

- name;
- company name;
- title;
- address;
- phone number;
- fax number; and
- e-mail address.

and that Respondents complete and provide Table 3.2 in the attached Appendix B as part of the Respondent's submission.

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

3.3 Format of Submission

The City requests that each RFQ submission:

- be entirely in the English language;
- consist of the information requested by Section 3.2 and Sections 4, 5 and 6 of this RFQ;
- be labeled using the RFQ Submission Label attached as Appendix C;
- include one original hard copy and 10 additional hard copies (including one copy in unbound form and otherwise suitable for copying), and one electronic copy in Adobe portable document format (PDF), provided that for the financial statements, annual reports, bank references and alternative information indicated in Section 4.1, all that is required is one original hard copy; and
- in furtherance of confidentiality, include in a **SEPARATE SEALED ENVELOPE MARKED "CONFIDENTIAL FINANCIAL INFORMATION"** all financial statements, annual reports, bank references and alternative information indicated in Section 4.1 that are part of the submission.

For the convenience of Respondents, Appendix F contains a summary list of the information items requested as part of an RFQ submission.

3.4 Process for Revising or Withdrawing RFQ Submissions

At any time prior to the RFQ submission deadline, a Respondent may withdraw or amend its RFQ submission. A Respondent wishing to amend its RFQ submission shall withdraw its initial RFQ submission and replace it with a complete, revised RFQ submission prior to the RFQ submission deadline. If more than one RFQ submission is submitted by a Respondent prior to the RFQ submission deadline, only the RFQ submission with the latest time and date stamp will be evaluated.

3.5 RFQ Submissions Property of the City

RFQ submissions will become the property of the City and will not be returned to a Respondent unless withdrawn pursuant to Section 3.4.

3.6 Confidentiality of Submissions and the Collection of Personal Information

Each Respondent shall declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information relevant to the Project where the City has not specifically authorized such use.

Confidential Information:

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

Each Respondent shall be responsible for any breach of the provisions of this Section 3.6 by any person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 3.6 would cause the City and/or its related entities to suffer loss which could not be adequately compensated by monetary damages alone,

and that the City and/or any related entity is, in addition to any other remedy or relief, entitled to injunctive relief against such breach or threatened breach without proof of actual damage to the City or any related entity.

The provisions in this Section 3.6 shall survive any cancellation of this RFQ or the RFP and the conclusion of the RFQ process and RFP process.

Respondents are advised that the City may be required to disclose the RFQ submission pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) (“**LAFOIP**”) and the Cities Act. In addition, Respondents are advised that the City may, at its discretion, share the RFQ submission with the City’s advisors and consultants or any other governmental authorities. The City will share the RFQ submission on a confidential basis. All Respondents to this RFQ are deemed to have consented to such sharing of information provided.

Respondents are also advised that LAFOIP and the Cities Act may provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their RFQ submission.

Subject to the provisions of LAFOIP and the Cities Act, the City will use reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but shall not be liable in any way whatsoever to any Respondent or Team Member if such information is disclosed based on an order or decision.

By responding to this RFQ, a Respondent shall be deemed to have consented to the City providing any information including Confidential Information that the Respondents provide to the City to the City’s advisors and consultants or to any government organizations or authorities in support of grant applications the City may pursue for the Project. The City will provide all of such information to such organizations on a confidential basis.

3.7 Publicity

No public communication shall be issued by any interested parties or Respondents or their Team Members or Key Individuals in relation to the Project without first obtaining the prior written consent of the City. Breach of this provision may result in disqualification of such Consortium from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

3.8 No Collusion or Common Ownership

Respondents shall ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their Team Members or Key Individuals. Respondents and their Team Members and Key Individuals shall not engage in discussions or other communications with any other Respondents or their Team Members and Key Individuals regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification of your Consortium from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

Common ownership between Team Members on different Respondents (“**Common Ownership**”) that may reduce, or be perceived to reduce, the competition between the applicable RFP proposals (“**Competition Reduction**”) in the event such Respondents are short-listed may result in removal of the Respondent from the RFQ process. Therefore, Respondents shall fully disclose any Common Ownership between Team Members on different Respondents to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the particular Common Ownership would be determined to be Competition Reduction. If the City determines a particular Common Ownership to be Competition Reduction, then the City may remove all but one of the Respondents involved in the Common Ownership (the “**Commonly-Owned Respondents**”) from the RFQ process or, if the determination occurs after the RFP has been issued, from the RFP process.

The City may, in its sole discretion, determine the Respondent involved in the Common Ownership that is not removed based upon the Respondent involved in the Common Ownership with the highest evaluation score pursuant to Section 7 (RFQ Evaluation). If there is a tie among the highest evaluation scores among two or more Commonly-Owned Respondents, the City may determine the Respondent involved in the Common Ownership that is not removed based upon a random draw among the Commonly-Owned Respondents with the tied highest evaluation scores.

Whether the City determines that there is Competition Reduction is fact specific and depends upon a number of factors, including without limitation some of the following criteria:

- the nature of the role the commonly-owned Team Members play with their respective Respondent, including without limitation whether the commonly-owned Team Members are Lead Team Members with their respective Respondent;
- the size of the role the commonly-owned Team Members play in terms of the Project;
- the anticipated public perception should the non-commonly-owned Respondent drop out of the RFP process for whatever reason leaving only the two Commonly-Owned Respondents. In such case, would the nature and degree of Common Ownership be such that the public may perceive competition to be lessened;
- whether the nature of the Common Ownership is indirect such as a Team Member’s pension plan holds units in a fund and that fund holds shares in a Team Member with another Respondent;
- given similar facts, what have other jurisdictions in Canada and around the world done. Have other jurisdictions allowed the Commonly-Owned Respondents to be proponents under a request for proposals;
- would the Commonly-Owned Respondents be considered related, associated, or at non-arm’s length under the *Income Tax Act* (Canada) and case law;
- any measures the Commonly-Owned Respondents propose to implement to give the City comfort that there are no communications (express or implied) between the commonly-owned Team Members in respect of the RFQ process or the RFP process;
- the number of Respondents; and

- whether the commonly-owned Team Members provide specialized services which can only commercially reasonably be provided by a very limited number of entities.

3.9 Expenses

No honorarium or compensation will be offered by the City to any Respondent, Team Member or Key Individual in consideration of expenses incurred in responding to this RFQ.

4. YOUR TEAM

4.1 Team Members

Tell us about the Team Members who constitute your Consortium by completing Table 4.1A in the attached Appendix B and providing a brief overview of each Team Member's history, ownership, background, and capabilities that are relevant to the Project. It is recommended that each Team Member's brief overview be of approximately 5 pages in length.

As indicated by that Table 4.1A, Team Members should be separately listed for:

- your "Project Lead" (as defined in Section 6.4);
- your design-construction team;
- your operation and maintenance team;
- your financing team; and
- the Key Individuals belonging to each Team Member should be indicated.

You shall indicate a lead (the "**Lead Team Member**") for each of your design-construction team, your operation and maintenance team and your financing team on Table 4.1A. Co-leads are acceptable, in which case each co-lead shall be indicated and will be considered a Lead Team Member for purposes of this RFQ.

The City requests that Tables 4.1B to 4.1E in the attached Appendix B be fully completed and included as part of your submission.

A particular Team Member may be part of more than one of those teams, and thus be listed in more than one of those Tables.

Key Individuals and Project Leads of one Respondent, or any person related thereto, may not be a Team Member or otherwise participate in the RFQ submission of any other Respondent.

Except as otherwise indicated in this Section 4.1, for each Lead Team Member, as well as for any Team Member who is or is part of the "Project Lead" but is not otherwise a Lead Team Member ("**Financial Disclosure Entities**"), the City strongly encourages you to include as part of your submission:

- audited financial statements and annual reports for each of the last three years;

- interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent year for which audited statements are provided;
- details of any material off balance sheet financial arrangements currently in place;
- bank references (or alternatively, in the case of the Lead Team Member of your financing team, such alternative information as in your estimation will fully satisfy the City of the financial capability of such Lead Team Member to lead and carry out your Consortium'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;
- credit rating information, if available;
- details of any material events that may affect the entity's financial standing since the last annual or interim financial statement provided;
- details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three financial years;
- for the Lead Team Member of the design-construction team, bonding capacity and letters of reference from a bonding company; and
- additional financial information, if any, that in your estimation will demonstrate to the City that the Project Lead and Lead Team Members have sufficient financial standing, capacity and resources to carry out their respective roles on the Project.

If, at any time following the submission of a response to this RFQ until 30 days after the SR 1 submission date, a Respondent becomes aware of a change to the financial information required by this Section 4.1, that Respondent shall immediately so advise the City through the City Representative, and indicate its proposed response to the change.

The City reserves the right to reevaluate the Respondent's financial capacity to successfully secure or provide financing for the design, and construction and perform the maintenance and operation for the Project.

No Team Member is to be listed as part of your Consortium unless they have formally consented in writing to be so listed in your submission (which written consent must be produced if requested by the City).

Where prospective Team Members are under consideration but have not formally committed to being part of your Consortium, they are not to be mentioned in your submission unless:

- your submission expressly indicates that the prospective Team Member is under consideration but has not formally been accepted by your Consortium and/or have not formally committed to being part of your Consortium; and
- the prospective Team Member has consented in writing to being so mentioned in your submission (which written consent must be produced if requested by the City).

A prospective Team Member will not be considered in the evaluation of the Respondent by the City until such time as the prospective Team Member has consented in writing to its change in

status from a prospective Team Member to an actual Team Member (which written consent must be produced if requested by the City) and provided all submission requirements in this RFQ have been satisfied in respect of that prospective Team Member, and the City has been so notified in writing of the change in status. Listing a prospective Team Member in a submission and providing all submission requirements in respect of that prospective Team Member does expedite the City's consideration of a change in status from a prospective Team Member to an actual Team Member if and when such proposed change in status occurs.

4.2 Key Individuals

Tell us about the Key Individuals who will be the leads for each Team Member by completing Tables 4.2/5.2A, 4.2/5.2B, 4.2/5.2C and 4.2/5.2D in the attached Appendix B.

As indicated by those Tables, Key Individuals should be separately listed for:

- your Project Lead (as defined in Section 6.4) and back-up Project Lead;
- your design-construction team;
- your operation and maintenance team; and
- your finance team.

For each Key Individual, indicate your best estimate of the probability that the Key Individual will be available as needed throughout the Project. Where appropriate, identify a proposed back-up for any Key Individual, and include the same information as if that back-up were a Key Individual.

A particular Key Individual may be part of more than one of those teams, and thus be listed in more than one of those Tables.

It is recommended that resumes for Key Individuals be provided as part of the response to this RFQ.

4.3 Substitutions

Except as provided in this Section 4.3, a Respondent is not permitted to change its proposed Team Members or Key Individuals after the RFQ submission deadline without the City's prior written consent. If there is any change in the Team Members or Key Individuals, a change in control of any Team Member or a material change to any Team Member after an RFQ submission has been submitted, and such change was beyond the control of the Respondent and the applicable Team Member, the Respondent shall provide written notice to the City within five business days after such change. The City may, in its sole discretion, disqualify any such Respondent and/or reject the RFQ submission of any such Respondent if the City, in its sole discretion, considers that the change may have a material adverse impact on the Respondent's RFQ submission. If the City determines that the Respondent will not be disqualified, the City may, in its discretion, permit the Respondent to propose a substitution with equivalent or greater qualifications for the applicable Team Member or Key Individual.

All information required in this RFQ in respect of Team Members or Key Individuals should be provided to the City in respect of any proposed substitute Team Members or Key Individuals, as

applicable. Substitute Team Members and substitute Key Individuals will be evaluated as if their information had been submitted as part of a Respondent's original RFQ submission.

5. YOUR EXPERIENCE

5.1 Team Members' Experience

Tell us about the experience of each Team Member that is pertinent to the Project by completing Tables 5.1A, 5.1B, 5.1C and 5.1D in the attached Appendix B.

As indicated by those Tables, the experience of Team Members should be separately listed for:

- your "Project Lead" (as defined in Section 6.4);
- your Project Lead's backup;
- your design-construction team;
- your operation and maintenance team; and
- your finance team.

Where a Team Member is part of more than one of those teams, the pertinent experience of that Team Member should be listed in each applicable Table.

It is recommended that Respondents consider the following types of experience pertinent to the Project and complete the Tables accordingly to the extent the Respondent's experience allows:

- Project Lead – Experience in guiding the development of P3 (i.e. DBFOM, DBOM, etc.) proposals to submission of a valid proposal, through construction, and into operations.
- Design-Construction Team – Experience in the design of upgrades of operating wastewater treatment plants and design of new wastewater treatment plant projects, including plants of similar size, and including nutrient removal processes in cold climates. Experience in the construction of similarly sized wastewater treatment plants and/or water treatment plants. Experience in construction in cold climate conditions.
- Operation and Maintenance Team – Experience in the operation and maintenance of similarly sized wastewater treatment plants and water treatment plants. Experience with assuming operations of existing wastewater treatment plants and water treatment plants. Experience in the operation of major industrial or municipal infrastructure in cold climate conditions. Experience with unionized workforces. Experience transitioning staff from an incumbent operator employer to the Respondent team member.
- Finance Team – Experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.

It is recommended that if other types of experience are provided in the Tables or elsewhere in an RFQ submission that their pertinence to the Project be explained.

5.2 Key Individuals' Experience

Tell us about the experience of each Key Individual that is pertinent to the Project by completing Tables 4.2/5.2A, 4.2/5.2B 4.2/5.2C, and 4.2/5.2D in the attached Appendix B.

As indicated by those Tables, the experience of Key Individuals should be separately listed for:

- your “Project Lead” (as defined in Section 6.4);
- your design-construction team;
- your operation and maintenance team; and
- your financing team.

Where a Key Individual is part of more than one of those teams, the pertinent experience of that Key Individual should be listed in each applicable Table.

It is recommended that Respondents consider the following types of experience pertinent to the Project and complete the Tables accordingly to the extent the Respondent’s experience allows:

- Project Lead – Experience in guiding the development of P3 (i.e. DBFOM, DBOM, etc.) proposals to submission of a valid proposal, through construction, and into operations.
- Design-Construction Team – Experience in the design of upgrades of operating wastewater treatment plants and design of new wastewater treatment plant projects, including plants of similar size, and including nutrient removal processes in cold climates. Experience in the construction of similarly sized wastewater treatment plants and/or water treatment plants. Experience in construction in cold climate conditions.
- Operation and Maintenance Team – Experience in the operation and maintenance of similarly sized wastewater treatment plants and water treatment plants. Experience with assuming operations of existing wastewater treatment plants and water treatment plants. Experience in the operation of major industrial or municipal infrastructure in cold climate conditions. Experience with unionized workforces. Experience transitioning staff from an incumbent operator employer to the Respondent team member.
- Finance Team – Experience in the arranging of project financing for P3 or private projects of similar or larger magnitude.

It is recommended that if other types of experience are provided in the Tables or elsewhere in an RFQ submission that their pertinence to the Project be explained.

6. YOUR PLAN

6.1 Design-Construction Plan

Describe your plan for approaching the design and construction of the Project. You are encouraged to limit your plan to approximately 20 pages. The City recommends that the plan highlight anticipated Project-specific design and construction risks and challenges and describe

how they will be mitigated, and provide the City with an understanding of your planned approach to the following:

- Organization, management, innovation and coordination of the design-construction team;
- Approach to securing permits and approvals;
- Assessment of existing infrastructure;
- Wastewater treatment process selection;
- Consideration of lifecycle costs and operational considerations in design;
- Construction management and maintaining operation of existing plant;
- Commissioning of, and transition to, the upgraded WWTP;
- Approach to achieving construction cost certainty;
- Construction schedule certainty; and
- Other areas/topics you feel are important to the design and construction of the Project and with regard for a DBFOM arrangement.

6.2 Operation and Maintenance Plan

Describe your plan for the operation and maintenance of the Project. You are encouraged to limit your plan to approximately 30 pages. The City recommends that the plan address both the construction period and post-upgrade period, and highlight anticipated Project-specific operation, maintenance, and renewal risks and challenges and describe how they will be mitigated, and provide the City with an understanding of your planned approach to the following:

- Organization, management, innovation and coordination of the operation and maintenance team;
- Coordination with the City over the operating term of the agreement
- Transition of operations and maintenance of the existing wastewater treatment plant from the City to the Successful Proponent;
- Approach to operation and maintenance of the upgraded WWTP over the long term, including areas such as (and any others you feel are important);
 - Treatment objectives and performance requirements
 - Asset management, renewal, meeting handback conditions
 - Plant efficiency
 - Compliance with laws, permits, regulatory requirements
- Providing operations, maintenance, and renewal cost certainty; and
- Other areas/topics you feel are important for the operations, maintenance, and renewal of the Project and with regard for a DBFOM arrangement.

6.3 Financing Plan

Describe your plan for financing of the Project. You are encouraged to limit your plan to approximately 5 pages. The City recommends that the plan highlight anticipated Project-specific

financing risks and challenges and describe how they will be mitigated, and provide the City with an understanding of your planned approach to the following:

- Management, organization, innovation, and coordination of the financing team;
- The delivery of security that will be required to be delivered upon execution of the DBFOM Agreement (such security currently anticipated to be a letter of credit in the amount of \$10 million to be held until such time as an equivalent amount of construction progress has been made);
- Anticipated financing structure and rationale;
- Anticipated financing sources;
- Any specifically contemplated innovative approaches to financing of the Project;
- Any specifically contemplated alternatives to your financing plan;
- Obtaining of approvals and commitments for financing the Project;
- Any specifically contemplated financial mechanisms to ensure the Successful Proponent's performance meets the requirements of the DBFOM Agreement; and
- Other areas/topics you feel are important for the operations, maintenance, and renewal of the Project and with regard for a DBFOM arrangement.

Information provided under Section 4.1 of this RFQ may be referenced by the Financing Plan, and/or supplemental information in support of the Financing Plan (not subject to the 5 page limit above) may be provided in an appendix of your RFQ submission.

6.4 Consortium Management Plan

Describe your plan for governing your Consortium through the RFP stage and during the design-construction phase of the Project and beyond. You are encouraged to limit your plan to approximately 15 pages. The City recommends that the plan highlight anticipated Project-specific risks and challenges and describe how they will be mitigated, and should provide the City with an understanding of your planned approach to the following:

- Which Team Member or combination of Team Members, and which Key Individual or Key Individuals (collectively, the “**Project Lead**”) will be the directing mind and will and the primary decision maker for your Consortium;
- Each Team Member's roles, responsibilities, and authority;
- Decision-making on behalf of the Consortium, both during the RFP stage and beyond;
- Contractual relationships among Team Members, including measures to remedy underperformance or non-performance of Team Members;
- Risk allocations among Team Members;
- Coordination with the Communications Branch of the City of Regina re: communications with media, the public and other stakeholders; and
- Other areas/topics you feel are important for the effective management of your Consortium during the RFP and beyond.

As part of your Consortium Management Plan, it is recommended that you provide a detailed organization chart of the Team, indicating the relationship between all Team Members.

7. RFQ EVALUATION

7.1 Financial Capacity Evaluation

Respondents will be evaluated on a rated scale of 1 to 10 based on the City’s assessment of the financial capacity of the Financial Disclosure Entities, in each case having regard to, without limitation, the magnitude of the Project and the information provided in accordance with Section 4.1. Only Respondents achieving a score of 6 or more out of 10 will considered compliant and be evaluated further as described in Section 7.2. Respondents scoring 5 out of 10 or below will receive no further consideration.

7.2 Scoring Matrix

The City intends to evaluate those Respondents that pass the threshold described in Section 7.1 in accordance with the following scoring matrix:

Evaluation Category	Weighting (%)
Project Lead	20
<ul style="list-style-type: none"> • Consortium Management Plan • Team Members’ Experience • Key Individuals’ Experience 	<p>10</p> <p>5</p> <p>5</p>
Design - Construction Team	30
<ul style="list-style-type: none"> • Design-Construction Plan • Team Members’ Experience • Key Individuals’ Experience 	<p>15</p> <p>7.5</p> <p>7.5</p>
Operation and Maintenance Team	40
<ul style="list-style-type: none"> • Operation and Maintenance Plan • Team Members’ Experience • Key Individuals’ Experience 	<p>20</p> <p>10</p> <p>10</p>
Financing Team	10
<ul style="list-style-type: none"> • Financing Plan • Team Members’ Experience • Key Individuals’ Experience 	<p>5</p> <p>2.5</p> <p>2.5</p>
Total	100

7.3 Basis of Evaluation

Respondents will be evaluated primarily on the basis of their RFQ submissions, including any additional clarifications or information supplied pursuant to requests from the City under Section 7.4. Respondents are therefore encouraged to properly and thoroughly complete their RFQ submissions based on the requirements of this RFQ. In addition, the City may have regard to information received from any source that the City considers reliable, including but not limited to banking and reference checks (to which banking and reference checks Respondents and their Team Members and to which reference checks Key Individuals, shall be deemed to have consented by the Respondent’s submission in response to this RFQ).

The City may use any of the information the Respondent provides in its RFQ submission in the City's evaluation of any of the four evaluation categories, including subcategories, identified in the scoring matrix chart in section 7.2 above.

7.4 Clarifications and Interviews

If requested by the City to provide clarification in relation to a submission in response to this RFQ, a Respondent shall provide such clarification within the time specified by the City.

If requested by the City, a Respondent shall, within the time specified by the City, meet with representatives of the City to provide explanation or clarification of its submission in response to this RFQ.

7.5 Right to Verify

The City may, in its sole discretion, independently verify any information in one, some or all of the RFQ submissions. The City has the right to disqualify any Respondent and to reject the RFQ submission of any Respondent whose RFQ submission contains any false or misleading information. The City also has the right to disqualify any Respondent and/or to reject the RFQ Submission of any Respondent which, in the City's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the City's evaluation of the relevant Respondent's RFQ submission. The City is under no obligation to independently verify any information in any RFQ submission.

7.6 Debriefing

Following completion of the evaluation process and announcement of the Respondents short-listed as Proponents for participation in the RFP, the City will upon request conduct a debriefing session with any unsuccessful Respondent.

During such debriefing, the evaluation, scoring, ranking and content of any responses will not be disclosed. Only the strengths and weaknesses of the Respondent's response relative to the evaluation criteria will be disclosed and discussed

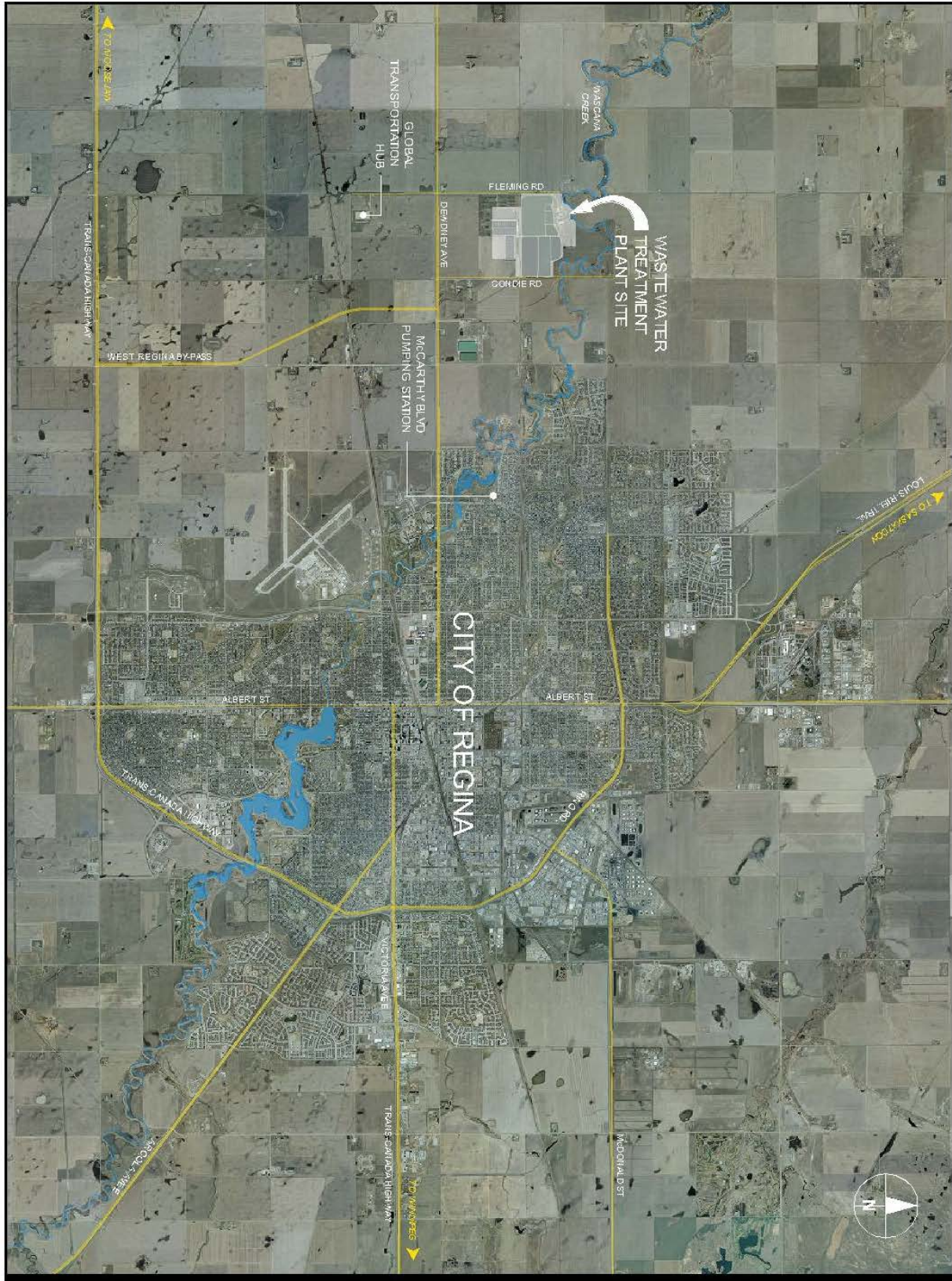


CITY OF REGINA
WASTEWATER TREATMENT PLANT UPGRADE

SITE LAYOUT



Figure 01



CITY OF REGINA
WASTEWATER TREATMENT PLANT UPGRADE

SITE LOCATION PLAN

APPENDIX A

DEFINED TERMS

APPENDIX A

DEFINED TERMS

“**Applicable Laws**” has the meaning set out in Section 2.1

“**Cities Act**” means *Cities Act* (Saskatchewan);

“**City**” means the City of Regina;

“**City Representative**” means the individual on behalf of the City set out in Section 1.7;

“**Common Ownership**” has the meaning set out in Section 3.8;

“**Commonly-Owned Respondents**” has the meaning set out in Section 3.8;

“**Competition Reduction**” has the meaning set out in Section 3.8;

“**Confidential Information**” means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFQ submission deadline, from the City in connection with the Project, but does not include any information which (i) is or becomes generally available to the public other than as a result of a breach of Section 3.4, (ii) becomes available to the Respondent on a non-confidential basis from a source other than the City so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation, or (iii) the Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by the City;

“**Conflict of Interest**” has the meaning set out in Section 3.1;

“**Consortium**” means a team of private sector participants and “**Consortia**” shall be construed accordingly;

“**Contact Individual**” has the meaning as set out in Section 3.2;

“**Contact Organization**” has the meaning as set out in Section 3.2;

“**Data Room**” means the electronic data room that will be made accessible online for access by Registered Parties

“**DBFOM**” means design, build, financing, operation, and maintenance;

“**Financial Disclosure Entity**” has the meaning set out in Section 4.1;

“**Ineligible Person**” has the meaning set out in Section 3.1;

“**Key Individuals**” mean the individuals that will play a lead role on behalf of a particular Team Member;

“**LAFOIP**” means *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan);

“**Lead Team Member**” has the meaning as set out in Section 4.1;

“**Permit**” has the meaning set out in Section 1.3;

“**Project**” has the meaning set out in Section 1.2;

“**Project Lead**” has the meaning set out in Section 6.4;

“**Proponents**” means the Respondents short-listed to participate in the RFP;

“**Registered Party**” means a party registered with the City for access to the Data Room;

“**Respondents**” mean Consortia responding to this RFQ;

“**RFP**” means Request for Proposals;

“**RFQ**” means this Request for Qualifications;

“**SR**” means submission requirement

“**Successful Proponent**” means the Proponent selected by the City to enter into the DBFOM Agreement;

“**Team Members**” means the key business entities forming a particular Respondent; and

“**Term**” means the period from the commencement of operation of the existing facilities by the Successful Proponent, which shall be no later than 3 months following financial close, to the 30th anniversary of such date.

APPENDIX B

TABLES

Table 3.2 - Contact Organization and Contact Individual

Name of Respondent	
Contact Organization Mailing Address	Address: City: Province/State: Country: Postal Code:
Contact Organization Telephone Number	
Contact Organization Fax Number	
Contact Organization E-mail Address	
Contact Organization Website Address	
Name of Contact Individual	
Title	
Company	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	

Table 4.1A - Team Members

Team Member Category	Team Member (Company/Firm Name)	Indicate if Lead Team Member	Primary Role and Responsibility	Key Individuals with the Team Member (Name, title and brief description of primary role and responsibility) [NOTE: Each Key Individual listed below must also be correspondingly listed in Tables 4.2/5.2A through 4.2/5.2C in which more detail may be provided]
Project Lead				
•				
•				
Design-Construction				
•				
•				
O&M				
•				
•				
Financing				
•				
•				

Table 4.1B – Project Lead Team Member Name, Role and Legal Status

(NOTE: repeat this table for each Team Member that constitutes the Project Lead)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Website Address	
Key Individual that is the contact person for the Team Member	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Team Member in Project Lead	

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
Provide a description setting out (or diagram showing) the legal/beneficial ownership chain of the Team Member from the direct owner(s) of the Team Member all the way up to the ultimate owner(s). If a particular level of the ownership chain has diffuse ownership among numerous persons, that level can be summarized in the description/diagram.	

Table 4.1C – Design-Construction Team Member Name, Role and Legal Status

(NOTE: repeat this table for each Team Member in the Design-Construction team)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Website Address	
Key Individual that is the contact person for the Team Member	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Team Member in Design-Construction Team	

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
Provide a description setting out (or diagram showing) the legal/beneficial ownership chain of the Team Member from the direct owner(s) of the Team Member all the way up to the ultimate owner(s). If a particular level of the ownership chain has diffuse ownership among numerous persons, that level can be summarized in the description/diagram.	

Table 4.1D – O&M Team Member Name, Role and Legal Status

(NOTE: repeat this table for each Team Member in the O&M team)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Website Address	
Key Individual that is the contact person for the Team Member	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Team Member in O&M Team	

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registration No.	
Current Trading/Business Name	
Provide a description setting out (or diagram showing) the legal/beneficial ownership chain of the Team Member from the direct owner(s) of the Team Member all the way up to the ultimate owner(s). If a particular level of the ownership chain has diffuse ownership among numerous persons, that level can be summarized in the description/diagram.	

Table 4.1E – Financing Team Member Name, Role and Legal Status

(NOTE: repeat this table for each Team Member in the Financing team)

Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Website Address	
Key Individual that is the contact person for the Team Member	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
Fax Number	
E-mail Address	
Role and Responsibility of Team Member in Financing Team	

Type of Entity (corporation, partnership, joint venture, etc.)	
Legal Name	
Jurisdiction of Incorporation / Registration	
Registered Address	
Current Trading/Business Name	
Provide a description setting out (or diagram showing) the legal/beneficial ownership chain of the Team Member from the direct owner(s) of the Team Member all the way up to the ultimate owner(s). If a particular level of the ownership chain has diffuse ownership among numerous persons, that level can be summarized in the description/diagram.	

Table 4.2/5.2D- Financing Team Key Individuals

Key Individual Name (NOTE: Key Individuals listed below must also be listed in Table 4.1A)	Employing O&M Team Member	Key Individual's Role in Regina Project	Key Individual Years of Experience	Selected Past Project Name, Description (3 projects max. per Key Individual)	Role of Key Individual on Past Project	Pertinence of Past Project Experience to the Regina 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	Project Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Description of probability Key Individual will be available for the entire Project
Proposed back-up or replacements for each Key Individual listed above (if appropriate)	Employing Team Member	Replacement Individual's Role in Regina Project	Replacement Individual 's Years of Experience	Selected Past Project Name, Description (3 projects max. per Replacement Individual)	Role of Replacement Individual on Past Project	Pertinence of Replacement Individual's Past Project Experience to the Regina 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	Project Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Key Individual being replaced

Table 5.1A – Project Lead Team Member P3 (DBFOM, DBOM, etc.) Experience
 (NOTE: repeat this table for each Team Member that constitutes the Project Lead identified in Table 4.1A)

Project Lead Team Member: _____

Past P3 Project Name/Description/Stage of Procurement	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Project Lead Team Member Role on Past DBFOM Project	Past DBFOM Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past DBFOM Project Capital Value and Total Project Value and Term of Project in Years	Date of Financial Close and Construction Completion for Past DBFOM Project	Pertinence of Past DBFOM Project Experience to the Regina Project	Key Individuals named in Table 4.2/5.2A who (if any) were involved in the listed Past DBFOM Project
P3 Projects within past five years:						
Other P3 projects:						

Table 5.1B – Design-Construction Team Member Experience

(NOTE: repeat this table for each Team Member in the Design-Construction team identified in Table 4.1A)

Design-Construction Team Member: _____

Past Project Name/Description	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Design-Construction Team Member Role on 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	Names of Design-Construction Lead Team Members on Past Project	Pertinence of Past Project Experience to the Regina Project	Key Individuals named in Table 4.2/5.2B who (if any) were involved in the listed Past Projects
Projects within past five years:						
Other projects:						

Table 5.1C – O&M Team Member Experience

(NOTE: repeat this table for each Team Member in the O&M team identified in Table 4.1A)

O&M Team Member: _____

Past Project Name / Description	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	O&M Team Member Role on 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	Names of O&M Lead Team Members on Past Project	Pertinence of Past DBFOM Project Experience to the Regina Project	Key Individuals named in Table 4.2/5.2C who (if any) were involved in the listed Past Project
Projects within past five years:						
Other projects:						

Table 5.1D—Financing Team Member Experience

(NOTE: repeat this table for each Team Member in the Financing team identified in Table 4.1A)

Financing Team Member: _____

Past Project Name and Description	Client Reference, if applicable (Client Name, Contact name, Phone number, Fax, E-mail)	Type and Amount of Financing Raised (include capital structure, any innovations or variations from the normal financing)	Date of Financial Close	Role of Team Member on Past Project	Pertinence of Past DBFOM Project Experience to the Regina Project	Names of Financing Lead Team Members on Past Project
Projects within past five years:						
Other projects:						

APPENDIX C

RFQ SUBMISSION LABEL



RFQ SUBMISSION LABEL

RFQ NO: 2153

PROJECT NAME: CITY OF REGINA WASTEWATER TREATMENT PLANT UPGRADE

FROM:

RESPONDENT NAME: [Respondent to insert the name]

TO:

Gloria Bechtold, CPPB
City of Regina Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790, Regina, SK S4P 3C8
Email: reginapurchasing@regina.ca

CLOSING DATE: [Respondent to insert the date]

DATE/TIME RECEIVED: _____

CLOSING TIME: [Respondent to insert the time]

RECEIVED BY: _____

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, 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, or other member of a Consortia or any other person contributing to or involved with the preparation of RFQ submissions submitted in response to this RFQ, 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 Team Members to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Team Members 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 Team Members 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 Team Members who need to know the Confidential Information for the purpose of evaluating the Project and preparing its proposal to this RFQ and on the condition that all such Confidential Information be retained by each of those Team Members as strictly confidential. The Recipient will notify the City, on request, of the identity of each Team Member 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 Team Members, 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 Team Members 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 Team Members may be bound. The Recipient or any of its Team Members 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.

APPENDIX E
QUESTION SUBMISSION FORM

APPENDIX E**Request for Qualifications****City of Regina Wastewater Treatment Plant Upgrade Project****QUESTION SUBMISSION FORM**

Request Number:		
Respondent or Registered Party Name:		
Date:		
Contact Person (for receipt of response)	Name:	
	Email:	
	Phone:	
<input type="checkbox"/> Non-Confidential Question or <input type="checkbox"/> Confidential Question (see Section 1.7 of RFQ) Explanation as to why Respondent/Registered Party believes question to be confidential:		
Question (1 per submitted form)		
Is there any supporting information appended to this form? <input type="checkbox"/> Yes <input type="checkbox"/> No		

To submit, please forward as a PDF attachment by email to reginapurchasing@regina.ca with "Question Submission Form – RFQ 2153" in the email subject line.

APPENDIX F

SUMMARY LIST OF REQUESTED RFQ SUBMISSION INFORMATION ITEMS

APPENDIX F

Request for Qualifications

City of Regina Wastewater Treatment Plant Upgrade Project

SUMMARY LIST OF REQUESTED RFQ SUBMISSION INFORMATION ITEMS

	Item	RFQ Section Reference
Respondent Identification	Team Name and Contact Individual	3.2
	Table 3.2	Appendix B
Team Members	Brief overview of each Team Member's history, background, and capabilities	4.1
	Table 4.1A	4.1, Appendix B
	Table 4.1B	4.1, Appendix B
	Table 4.1C	4.1, Appendix B
	Table 4.1D	4.1, Appendix B
	Table 4.1E	4.1, Appendix B
	Financial and related information for each Financial Disclosure Entity	4.1
Team Members' Experience	Table 5.1A	5.1, Appendix B
Key Individuals and Key Individuals Experience	Table 4.2/5.2A	4.2, Appendix B
	Table 4.2/5.2B	4.2, Appendix B
	Table 4.2/5.2C	4.2, Appendix B
	Table 4.2/5.2D	4.2, Appendix B
	Resumes of Key Individuals	4.2
Your plan	Design-Construction Plan	6.1
	Operation and Maintenance Plan	6.2
	Financing Plan	6.3
	Consortium Management Plan	6.4