

# ALBERTA INFRASTRUCTURE AND TRANSPORTATION REQUEST FOR QUALIFICATIONS

FOR THE

DESIGN, BUILD, FINANCE, MAINTAIN

OF

NINE NEW SCHOOLS IN EDMONTON AND NINE NEW SCHOOLS IN CALGARY,  
ALBERTA, CANADA

Information Meeting: 10:30 a.m. (Edmonton time) on Thursday November 8, 2007  
Leduc, Alberta, Canada

Response Deadline: no later than 4:00 p.m. (Edmonton time) on Thursday  
November 29, 2007

October 31, 2007



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## 1 INTRODUCTION

### 1.1 *Summary of the Business Opportunity*

Alberta Infrastructure and Transportation (“**INFTRA**”) has received Government of Alberta approval to proceed with the procurement of the design, build, finance and maintenance (“**DBFM**”) of 9 schools in Edmonton and 9 schools in Calgary (the “**Project**”). The locations of the Project in the context of the City of Edmonton and the City of Calgary are shown on Exhibit A. The Project is described in detail in section 2 of this Request for Qualifications (“**RFQ**”).

In summary, the delivery of the Project consists of a consolidated approach to new school design, construction and maintenance by the Government of Alberta that will result in 18 new schools opening in Edmonton and Calgary by September 2010, the largest Kindergarten to Grade 9 (K-9) schools project undertaken in Canada.

The Project includes K-4, K-6 and K-9 school configurations only. It will focus on school locations in Edmonton and Calgary where the number of schools required is large enough and in close enough proximity for a consolidated approach to be successful.

The new schools will be built to provincial standards and will use a standard core design. The permanent core building with the essential elements of a school will be complemented by state-of-the-art, steel-framed modular classrooms that can be added or removed as required. The schools will be built to Leadership in Energy and Environmental Design (LEED<sup>TM</sup>) Silver standards. Only new schools are included in the Project.

In addition to the design and construction, the DBFM of the Project will also include maintenance and renewal over a 30-year period and will include financing. Ownership of the schools will remain with the school boards.

The following will remain the responsibilities of the school boards:

- Education services for students;
- Custodial services including day-to-day monitoring of boilers, and after hours scheduling of heating and ventilation;
- Supply, installation, maintenance and replacement of furniture and equipment (“F&E”);

Access and use of the new schools will be managed by the school boards like existing schools.

The specific school sites were determined in consultation with:

- (a) The Board of Trustees of Edmonton School District No. 7 (“Edmonton Public Schools” or “EPSB”);
- (b) The Board of Trustees of Edmonton Catholic Separate School District No. 7 (“Edmonton Catholic Schools” or “ECSD”);

- (c) The Board of Trustees of Calgary School District No. 19 (“Calgary Board of Education” or “CBE”); and
- (d) The Board of Trustees of Calgary Roman Catholic Separate School District No. 1 (“Calgary Catholic School District” or “CSSD”).

The site locations are detailed in this RFQ at section 2.1, below.

The Project will be procured as a DBFM. The RFQ phase of the procurement will be followed by a Request for Proposals (“RFP”), which will culminate in the signing of a DBFM Agreement. The procurement process and the DBFM Agreement will be based in large measure upon the successful processes and Design Build Finance Operate (“DBFO”) Agreements realized in the Edmonton Southeast Anthony Henday Drive and Calgary Northeast Stoney Trail DBFOs that closed in January 2005 and February 2007, respectively.

The DBFM Agreement for the Project will award to the successful Proponent responsibility to design, construct and finance the Project, and to maintain it for a term of 30 years following opening of the schools. Following completion of a school, the successful Proponent will receive monthly payments for the term of the DBFM Agreement based on availability of the schools and compliance with the performance specifications.

INFTRA is considering providing partial funding for the Project in an amount equal to the lesser of: 33 1/3% of the successful Proponent’s capital cost of the Project; and \$100 million. The successful Proponent will supply financing for the balance of the costs of the Project.

INFTRA intends that the RFP will be issued on or about February 1, 2008, that final bids in response to the RFP will be required on or about July 4, 2008, and that the DBFM Agreement will be entered into on or about September 12, 2008. (See Project Schedule in section 2.9, below.)

The deadline for a response to this RFQ is November 29, 2007.

## **1.2 Background**

Alberta has one of the fastest growing economies in Canada and is an excellent place to work, live and do business.

The City of Edmonton and the City of Calgary (approximately 300 kilometers apart) are two of the six largest cities in Canada with metropolitan area populations exceeding one million each.

According to the 2006 Canada census, Alberta led the way in population growth between 2001 and 2006. The 10.6% increase was twice the national average of 5.4%. Calgary’s population grew by 13.4% and Edmonton’s population grew by 10.4%. This rapid increase in population has put increased pressure on social infrastructure and particularly the need for schools in the newer city subdivisions.

Investing in Alberta’s school infrastructure is one of the actions under Premier Stelmach's plan to manage growth pressures.

### **1.3 Objectives of this RFQ**

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

- (a) to confirm sufficient interest among qualified private sector participants to proceed effectively with the DBFM procurement process; and
- (b) to identify three teams (each, a “**Consortium**”) of private sector participants for participation in the RFP phase of the DBFM procurement process.

The objectives of INFTRA for the Project and the DBFM procurement process are:

- (i) to expeditiously complete the procurement process;
- (ii) to complete construction of the Project so that all schools achieve Availability (as will be defined in the DBFM Agreement) by July 1, 2010;
- (iii) to achieve “value for money”, that is, optimal value over the life of the Project, i.e., during the design-build phase and for a 30 year period thereafter (the “Term”);
- (iv) to ensure that the Project is designed, built and maintained in an environmentally sound manner and in a manner that ensures the health and safety of students and other school users; and
- (v) to ensure that the school infrastructure meets specified quality requirements when it is “handed back” to the school boards 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 INFTRA considers are most likely to further the above objectives for the Project. Specifically, by this RFQ process INFTRA hopes to identify the three Respondents who are most likely to:

- (A) engage in the procurement process through to final bids;
  - (B) submit highly competitive final bids that will achieve value for money for the Project;
- and
- (C) if selected as the successful Proponent, design, build and maintain the schools effectively and efficiently, in a manner that is financially and environmentally sound, and appropriately protects the health and safety of students and other school users.

INFTRA believes that assessment of the Respondents’ respective ability to satisfy the above criteria and to meet the above objectives turns on four 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 approach? -- How do you plan to structure your Consortium and your approach to each of the project lead, design-build, the maintenance and renewal, and the financing of the Project? Section 6 of this RFQ addresses this key question.
- (4) What is your advantage? -- What are your significant advantages, whether of experience, organization, methodology or innovation, that suggest a relatively high probability that your Consortium will be able to deliver the winning bid and thereafter successfully carry out the Project through to the end of the Term? Section 7 of this RFQ addresses this key question.

#### ***1.4 Instructions to Interested Parties***

##### **Registration**

All interested parties requesting an RFQ information package are required to register with INFTRA through;

Joyce Robertson  
ASAP Project Office  
Alberta Infrastructure and Transportation  
Main Floor, Infrastructure Building  
6950 – 113 Street  
Edmonton, Alberta, Canada  
T6H 5V7  
Email: P3-Schools-Project@gov.ab.ca  
Phone: (780) 644-8400  
Fax: (780) 644-8402

To become “**Registered Parties**”, interested parties will be required to pay a \$250 non-refundable fee. Only Registered Parties will be entitled to:

- have access to the electronic information FTP site (see section 1.9);
- receive addenda to the RFQ issued by INFTRA (see section 1.5); and
- ask clarification questions about the RFQ and receive answers to such questions (see section 1.6).

## Submission

Submissions by Respondents in response to this RFQ must:

- be in the format described in section 3.3 of this RFQ;
- clearly identify the submission package as relating to “Alberta Schools Alternative Procurement 2007, Request for Qualifications”; 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 4:00 p.m. Edmonton time on **November 29, 2007**:

Attention: Judy Smith  
Tender Administrator  
Location: Alberta Infrastructure and Transportation  
Office of the Tender Administrator  
Main Floor, Infrastructure Building  
6950 – 113 Street  
Edmonton, Alberta, Canada  
T6H 5V7

### *1.5 Addenda to this RFQ*

INFTRA may make modifications to this RFQ by issuing addenda. It is the responsibility of the Respondent to ensure that the Respondent’s submission is in accordance with all addenda to the RFQ.

### *1.6 Communications*

All correspondence and contact by Registered Parties or Respondents (including their Team Members and Key Individuals) with INFTRA in relation to this RFQ must be directly and only with the following individual (the “**Designated Representative**”) designated by INFTRA:

Guy A. Smith, MBA, MRICS, PQS(F)  
ASAP Assistant Project Director  
Alberta Infrastructure and Transportation  
Main Floor, Infrastructure Building  
6950 – 113 Street  
Edmonton, Alberta, Canada  
T6H 5V7  
Email: [guy.smith@gov.ab.ca](mailto:guy.smith@gov.ab.ca)  
Phone: (780) 644-8594  
Fax: (780) 644-8402

Registered Parties who wish to ask questions regarding this RFQ (other than in the course of the information meeting contemplated by section 1.8, below) must submit them by a letter to the Designated Representative (which may be by e-mail attachment in PDF form). INFTRA may decline to respond to questions received less than 10 business days before the RFQ closing date indicated in



section 1.4, above. INFTRA will, where in its assessment confidentiality is not in issue and its response to a particular question is likely to be of interest to other Registered Parties, distribute to all Registered Parties copies of questions and INFTRA's responses.

### ***1.7 No Lobbying***

Interested parties, Registered 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. Failure to comply with this provision may result in disqualification of your Consortium from the RFQ process or, if INFTRA becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

### ***1.8 Information Meeting***

INFTRA intends to hold an information meeting with all interested parties as a group. The purpose of the information meeting will be to respond to questions and comments that interested parties may have regarding the RFQ and the Project. Attendance will be optional. The information meeting is scheduled to be held as follows:

Date: Thursday, November 8, 2007

Time: 10:30 a.m. to 12:00 noon Edmonton time

Location: Ramada Inn, 8340 Sparrow Crescent, Leduc, Alberta

(Hwy #2 Edmonton International Airport exit). Phone (780) 980-0986

Interested parties wishing to attend the information meeting must confirm their intention before November 7, 2007 to:

Joyce Robertson  
ASAP Project Office  
Alberta Infrastructure and Transportation  
Main Floor, Infrastructure Building  
6950 – 113 Street  
Edmonton, Alberta, Canada  
T6H 5V7  
Email: P3-Schools-Project@gov.ab.ca  
Phone: (780) 644-8400  
Fax: (780) 644-8402

### ***1.9 Available Information***

All Registered Parties will be given access to a FTP site on or about November 1, 2007, which site will have the following electronic information:

- Core school design development reports;

- Modular classroom performance specifications;
- Outline of maintenance and operational responsibilities;
- Tables 3.2, 4.1, 4.2/5.2 and 5.1 in Microsoft Word™ electronic format.

Additional information will be added to the FTP site if or when available:

- Site reports for each of the 18 schools sites which may include;
  - legal land description
  - site plan
  - preliminary topographic survey
  - preliminary geotechnical investigation
  - utility locations and sizing
  - Phase 1 Environmental Site Assessment
  - Archaeological assessment
  - floodplain risk assessment
  - site photographs and
  - status of development permits

INFTRA's department website is located at [www.infratrans.gov.ab.ca](http://www.infratrans.gov.ab.ca). This website contains information on the general policies related to school buildings including design, construction and maintenance. The webpage is located under the "Buildings & Lands: Schools" menu. [www.infratrans.gov.ab.ca/Buildings\\_%26\\_Land/Schools/index.htm](http://www.infratrans.gov.ab.ca/Buildings_%26_Land/Schools/index.htm)

INFTRA also maintains a web-based "Technical Resource Centre-Buildings". The Technical Resource Centre is located under the "Technical resources: Technical resource centre – buildings: Supported infrastructure" menu. [www.infratrans.gov.ab.ca/INFTRA\\_Content/docType486/Production/trc\\_supported\\_infrastructure.htm](http://www.infratrans.gov.ab.ca/INFTRA_Content/docType486/Production/trc_supported_infrastructure.htm)

INFTRA's design and construction standards and guidelines for schools is located at [http://www.infratrans.gov.ab.ca/INFTRA\\_Content/docType387/Production/designconstruction.pdf](http://www.infratrans.gov.ab.ca/INFTRA_Content/docType387/Production/designconstruction.pdf). This document may be accessed through both of the above noted webpages.

Template documents for the Northeast Stoney Trail DBFO Request for Proposal, Agreement and Schedules are located on INFTRA's website under "Roads and highways: Ring roads: Calgary ring roads". [www.infratrans.gov.ab.ca/INFTRA\\_Content/docType490/production/P3\\_east-gp.htm](http://www.infratrans.gov.ab.ca/INFTRA_Content/docType490/production/P3_east-gp.htm)

### ***1.10 No Liability***

INFTRA 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, Registered Party, Respondent, Team Member, Key Individual or other person, and expressly disclaims any liability or obligation to any interested party, Registered Party, Respondent, Team Member, Key Individual or other person in connection with this RFQ. Statements in this RFQ of INFTRA's expectations in relation to the Project, the Project schedule and the RFP process are relied upon or

acted upon by interested parties, Registered Parties, Respondents, Team Members, Key Individuals and other persons solely at their own risk.

INFTRA 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, Registered Party, Respondent, Team Member or Key Individual.

### ***1.11 Defined Terms***

Defined terms used in this RFQ are defined as they are introduced and capitalized throughout. For convenience, a summary of defined terms is attached as Appendix "A".

## 2 THE PROJECT

### 2.1 Description of Project

The Project will comprise the design and construction of 9 new schools in Edmonton and 9 new schools in Calgary.

School Board	City	School Project Community	Approximate Address	Grade Structure	Core (Permanent Structure) Area - m2	Number of Modulars	Design Capacity of School
CBE	Calgary	Saddle Ridge	North west portion of site at Saddlecrest Blvd and Saddlecrest Terrace NE	K-4	3323	10	550
CBE	Calgary	Evergreen	East portion of the site at Evergreen Blvd and Everstone Drive SE	K-4	3323	10	550
CBE	Calgary	Bridlewood	North end of site at Bridleridge Heights and Bridleridge Way SE	K-6	3323	12	600
CBE	Calgary	Cranston	South west portion of the site at Cranston Drive and Cranston Way SE	K-4	3323	10	550
CBE	Calgary	Royal Oak	South end of site, at Royal Birch Blvd and Royal Birkdale Drive NW	K-4	3323	10	550
CBE	Calgary	West Springs	West portion of the site at Wentworth Avenue and Wentworth Point SW	K-4	3323	10	550
CSSD	Calgary	Evergreen	South west corner of the site at Ever Ridge Drive and Ever Meadow Avenue SE	K-6	3323	12	600
CSSD	Calgary	Cranston	South end of the site at Cranston Drive and Cranston Way SE	K-9	5817	14	840
CSSD	Calgary	Saddle Ridge	South west corner of the site at Saddle Horne Drive and Saddle Mont Blvd. NE	K-9	5817	14	840
ECSD	Edmonton	Windermere	West side of 170 Street and North of 9 Avenue NW	K-9	3509	12	500
ECSD	Edmonton	The Hamptons	Southeast corner of Hemingway Road, North of Hardy Point Blvd	K-9	3509	12	500
ECSD	Edmonton	Rutherford East	East side of 114 Street, South of 14 Avenue SW	K-6	3323	8	500
EPSB	Edmonton	Carlton	15923-139 Street	K-9	5817	14	850
EPSB	Edmonton	Tamarack	35 Avenue, between 14 and 15 Street	K-9	5817	14	850
EPSB	Edmonton	Terwillegar Towne East	Taylor Road and Terwillegar Vista	K-9	5817	14	850
EPSB	Edmonton	Belle Rive	165 Avenue and 87 Street	K-9	5817	14	850
EPSB	Edmonton	Rutherford West	Rutherford Road and 13 Avenue SW	K-9	5817	14	850
EPSB	Edmonton	Hollick-Kenyon	162 Avenue between 52 and 53 Street	K-9	5817	14	850
<b>Totals</b>					80138	218	12230

## **2.2 Core School Concept**

The Project is a top priority for INFTRA. The DBFM Agreement will be the first social or “vertical” infrastructure DBFM entered into by INFTRA. INFTRA has formed the Alberta Schools Alternative Procurement (“ASAP”) Project team, which includes representatives from INFTRA, Alberta Education, Alberta Justice, Alberta Ministry of Treasury Board and Alberta Finance, to manage the procurement of the Project on behalf of the Government of Alberta.

As part of a new overall approach to school construction, the Government of Alberta will use standard core school designs for K-4, K-6 and K-9 school configurations.

Core schools have a permanent core building with all the essential elements of a school, including a gymnasium, library, administration offices, washrooms, classrooms and special teaching spaces for subjects such as music, art, science, and career and technology studies. Steel-framed modular classrooms are added to and removed from the core building as needed. The core school design allows schools to grow or to reduce in size, responding to changes in student enrolment. This model will be the standard for new schools and will be used by school boards for all new school projects across the province.

In May 2007, INFTRA hired three architectural firms to each develop one of the core school designs. The designs provide consistent facilities that meet provincial school standards and guidelines and will support the Alberta curriculum. The designs can also be easily adapted to different sites across the province. The designs take into account the requirements for LEED Silver certification.

The modern steel-framed modular classrooms have replaced older wood-structure portables. These modular classrooms will provide improved durability and will retain their shape after multiple moves. The new modular classrooms are constructed and shipped as complete 24-foot-wide units and placed on screw pile foundations. This means the classrooms do not have joint lines that can shift and misalign, protecting them from unwanted air and moisture penetration. The modular classrooms look like permanent classrooms on the inside, with painted drywall, drop ceilings and abundant venting windows. Overall, the new generation of modular classrooms was designed for improved health and comfort of students and teachers. The modular classroom output specification has been updated in 2007 to take into account the requirements for LEED Silver certification.

The Project will use this core school/modular concept. The core school design development reports and modular classroom output specifications will be available on the FTP site (see section 1.9) and will form part of the Project technical requirements in the DBFM Agreement.

It is anticipated that 218 modular classrooms will be required for the Project and the total demand for modular classrooms across the Province could exceed 1500 units over the next 10 years. The potential modular classrooms requirements of the Province outside of the Project will not form part of the DBFM Agreement.

### **2.3 *Design and Construction***

All designs will be required to meet national and provincial design and construction codes and technical standards. All construction will be required to meet provincial building codes (building, fire and plumbing) and city regulations and approvals and have all required permits.

The DBFM Agreement will also include the supply, installation and maintenance of the required modular classrooms. The successful Proponent shall remove modular classrooms and repair the building envelope and site upon notice from the Province during the term of the DBFM Agreement. The DBFM agreement shall include provisions for payment for this work (see section 2.5).

### **2.4 *Maintenance and Renewal***

The school boards will be responsible for the furniture and equipment required in the schools. They will also provide a custodian for each school. The scope of custodial services has been determined in consultation with the school boards and will consist of occupant support (those duties which support educational instruction activities), cleaning (maintaining standard of cleanliness), day-to-day monitoring of boilers and after hours scheduling of heating and ventilation as required.

Maintenance and renewal will be the responsibility of the successful Proponent.

Additional information regarding the school board responsibilities for custodial services is available on the Project FTP site (see section 1.9).

The school board will be responsible for the provision, installation, maintenance, repair and replacement of all ICT cabling and for all furniture and equipment including but not limited to desks, chairs, shelving, bookcases, whiteboards, computers, books, supplies, and security equipment.

### **2.5 *Financing and Payment***

Payments to the successful Proponent will be based on Availability of the schools and on achieving the specified performance requirements. The maintenance and renewal payments component will be index linked. The maintenance and renewal payment will be adjusted for changes in the number of modular classrooms. Extra one-time payments will be made for the removal of modular classrooms or the addition of modular classrooms beyond the stipulated number. Once removed, the successful Proponent will no longer be responsible for the removed modular classroom and will no longer receive maintenance and renewal payments for the removed modular classroom.

INFTRA is considering providing partial funding for the Project in an amount equal to the lesser of: 33 1/3% of the successful Proponent's capital cost of the Project; and \$100 million. The partial funding will be paid to the successful Proponent on Availability of all 18 schools. The successful Proponent will supply financing for the balance of the costs of the Project.

## 2.6 *Procurement Process*

The first stage of the procurement process for the Project is this RFQ. INFTRA intends to invite three Respondents (but reserves the right to invite fewer or more than three Respondents) to participate in the second stage of the procurement process, the RFP.

During the RFP stage, INFTRA intends to require Proponents to submit the following packages in stages:

- Package Submission Requirement (“SR”) 1 -
  - any additional consortium team members (see section 4.1);
  - general management plans;
  - significant variations from the core school design development reports; and
  - variations from the individual site plans provided by INFTRA.
- Package SR 2 –
  - project schedule;
  - detailed plans for design, construction, commissioning, independent certification;
  - detailed plans for maintenance, renewal, site maintenance/renewal and condition monitoring;
  - quality management, environmental management, LEED certification plans;
  - plans for public communication, safety, collaboration and insurance; and
  - indicative financial model and indicative financing plan.
- Package SR 3 –
  - final financial model, financing plan and financial offer.

The Proponent submitting a compliant bid with the lowest net present value will be selected as the **“Preferred Proponent”**.

INFTRA also intends to invite but not require Proponents to participate in an optional innovation submission and feedback process. The optional innovation submission (“Optional Innovation Submission”) would include non-binding information on innovative solutions being considered and identify departures from the solutions presented in the core school design development reports and/or modular classroom specifications provided by INFTRA. If a Proponent does not intend to pursue a submitted innovation, it is not required to adopt the innovation in its SR Packages.

Proponents will be afforded opportunities to engage in one-on-one technical meetings with the ASAP Project team.

An honorarium for RFP proposal development costs of \$750,000.00 will be paid to each of the unsuccessful Proponents who have submitted a compliant proposal to the RFP and agree to transfer to the Province all intellectual property rights (including waiving of moral rights) contained within the Proponent’s proposal. The successful Proponent will not be paid the honorarium.

## 2.7 *Risk Allocation*

The allocation of risk between the public and private parties is fundamental to the success of the Project. INFTRA has developed a risk allocation for the Project which in its view is likely to meet INFTRA's objectives.

Key features of the risk allocation for the Project include but are not limited to:

- The successful Proponent will be responsible for all elements of design, construction, required financing and maintenance and renewal for the schools and for meeting the performance and hand-back requirements, except as otherwise explicitly specified.
- INFTRA will assume the risk of school enrolment exceeding the capacity of any school.
- The successful Proponent will be responsible for the supply and installation of prescribed modular classrooms.
- INFTRA will assume the risk of incremental maintenance costs if school enrolment exceeds the design capacity specified.
- INFTRA will assume the risk of vandalism to the schools during the maintenance and renewal period.
- INFTRA will assume inflation risk (based on an index factor) on the payments associated with maintenance and renewal.
- INFTRA will assume the risk of improper performance of custodial services negatively impacting the maintenance and renewal.
- INFTRA will assume the risk of changes in the Province's school specific standards.

Exhibit "B" contains a general summary of the allocation of risks of the Project. Respondents are advised that the details of the Project risks and the responsibility of the parties for such risks will be contained in the DBFM Agreement. The discussion and the table presented in this RFQ are only indicative and are not intended to be a comprehensive description or allocation of Project risks.

## 2.8 *DBFM Agreement*

A draft DBFM Agreement will be issued concurrently with, or very shortly thereafter, the RFP. It will be based, in large measure, upon the agreement used in the successful INFTRA Northeast Stoney Trail DBFO project. A copy of this agreement (see section 1.9) is available on the INFTRA website at; [www.infratrans.gov.ab.ca/INFTRA\\_Content/docType490/production/P3\\_east-gp.htm](http://www.infratrans.gov.ab.ca/INFTRA_Content/docType490/production/P3_east-gp.htm).

Proponents will be afforded opportunities to provide written comments on the DBFM Agreement and thereafter engage in individual meetings with the ASAP Project team. The DBFM Agreement will be finalized prior to the submission of final bids (see Project Schedule section 2.9 below), and **will not** be negotiated further following selection of the Preferred Proponent.



## 2.9 *Project Schedule*

INFTRA intends (but see the disclaimer in section 1.10, above) to adhere to the following schedule:

### **RFQ**

Issue RFQ	November 1, 2007
RFQ Information meeting	November 8, 2007
RFQ Response deadline	November 29, 2007
Respondent meetings with Selection Committee	December 18, 2007
Proponent Selection Announcement	January 7, 2008

### **RFP**

Issue draft RFP*	January 7, 2008
Proponent Information meeting	January 16, 2008
Issue final RFP	February 1, 2008
SR 1 Submission deadline	February 29, 2008
Optional Innovation Submission deadline	March 21, 2008
SR 2 Submission deadline**	May 16, 2008
Issue final form of DBFM Agreement***	May 30, 2008
SR 3 Submission deadline	July 4, 2008
Notification of Preferred Proponent	July 18, 2008
DBFM Agreement signing	September 12, 2008
School Availability	July 1, 2010

\* Proponents will have the opportunity to provide comments on key areas of the draft RFP prior to issuing the final RFP.

\*\* Technical meetings will be held with Proponents prior to notification of SR2 results by INFTRA.

\*\*\* Agreement meetings will be held with Proponents prior to issuing the final form of the DBFM Agreement.

The dates for these meetings, deadlines for comments by Proponents and notification of SR results by INFTRA will be confirmed with Proponents prior to finalizing the RFP.

### 3 RFQ REQUIREMENTS

#### 3.1 *Ineligibility*

Respondents must not include among their Team Members or Key Individuals any business entity or individual who is, or is associated with the following parties:

- any consultant retained by INFTRA in relation to the Project, including but not limited to consultants providing architectural, cost, technical performance specification writing, process, finance or financial capacity advice, namely:
  - KPMG LLP
  - PricewaterhouseCoopers LLP
  - CIBC World Markets Inc.
  - Simera Strategy Group
  - The Corporate Research Group
  - Tech-Cost Consultants
  - ACI Architecture Inc.
  - Zeidler Partnership
  - BPTec-DNW Engineering Ltd.
  - Hukalo Oberg Engineering Ltd.
  - KSJ Engineering Ltd.
  - Cost-View Consulting Inc.
  - Manuel Engineering Ltd.
  - DBK Engineering Ltd.
  - Cavan Contractors Ltd.
  - SpecStreet
- Mr. R.B. (Dick) Innes, CA, the fairness auditor for the Project;
- any member of the Legislative Assembly of Alberta, or any associated person (as set out in the *Conflicts of Interest Act* (Alberta));
- any of the involved school boards namely EPSB, ECSD, CBE, or CSSD (all as defined in section 1.1).

or who is, or is associated with any party that is in any way likely to create a conflict of interest or a perception of conflict of interest.

If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that INFTRA could arrive at a different conclusion, the Respondent should fully disclose the circumstances to INFTRA at the earliest possible date, and request that INFTRA 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.

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

### **3.2 Team Name and Lead Contact**

A Respondent's submission must at the outset state a team name and an organization (the "**Contact Organization**") that will be the contact for all communications with INFTRA regarding this RFQ, and an individual (the "**Contact Individual**") responsible for all such communications on behalf of that organization. INFTRA 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 following information must be provided for the Contact Individual:

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

Table 3.2 in the attached Appendix "B" must be completed and provided as part of the Respondent's submission.

A Respondent may change its Contact Organization only by providing notice from the previous Contact Organization. The Contact Organization may substitute a new Contact Individual only by a written notice to INFTRA 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 INFTRA.

### **3.3 Format of Submission**

Your submission must:

- be entirely in the English language;
- consist of the information required by section 3.2 and sections 4, 5, 6 and 7 of this RFQ;
- include one original hard copy and 12 additional hard copies (including one copy in unbound form and otherwise suitable for copying), and one electronic copy.
- for 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.

### **3.4 Confidentiality of Submissions and the Collection of Personal Information**

Except as otherwise expressly indicated by Respondents, submissions in response to this RFQ will be considered to have been submitted in confidence and will not be disclosed by INFTRA or its consultants except as required by the *Freedom of Information and Protection of Privacy Act* (Alberta) (“**FOIP**”) or any other law.

The Respondent must advise, and must ensure Team Members advise, Key Individuals that all personal information (as defined in FOIP) provided to INFTRA in conjunction with the RFQ process is being collected for the purpose of evaluating the Respondent’s RFQ submission, pursuant to the *Government Organization Act* (Alberta). The Key Individuals must also be given the name and contact information of the Designated Representative who may answer any questions they may have. It is the Respondent’s responsibility to obtain Key Individuals’ authorization to include such personal information in the RFQ submission and authorization for INFTRA to do reference checks. Respondents must, if so requested by INFTRA, supply evidence demonstrating that such authorizations have been properly obtained in accordance with this section.

### **3.5 Publicity**

No press release 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 INFTRA. Breach of this provision may result in disqualification of your Consortium from the RFQ process or, if INFTRA becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

### **3.6 No Collusion**

Respondents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their Team Members or Key Individuals. Respondents and their Team Members 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 INFTRA becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

### **3.7 Non-Conforming Submissions**

If a Respondent’s submission is not strictly in accordance with any provision of this RFQ (“Non-Conformance”), INFTRA may, at its option:

- if in INFTRA’s opinion the Non-Conformance is immaterial, waive the Non-Conformance;
- if the Non-Conformance is an omission, give the Respondent up to five business days to supply the omitted material; or

- if in INFTRA's opinion the Non-Conformance is material, reject the submission as non-compliant.

### **3.8 *Expenses***

No honorarium or compensation will be offered by INFTRA 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*

#### **General Information**

Please list the Team Members who constitute your Consortium and their roles by completing Table 4.1A in the attached Appendix “B”. You are required to present the members of the Consortium under the following four categories:

1. Project Lead. This consists of the Team Member or combination of Team Members that will direct and coordinate the activities of other Team Members. The Project Lead will be the directing mind and will of the Consortium.
2. Design-Construction Team. This consists of the Respondent’s Team Members who will be responsible for the design and construction of the Project.
3. Maintenance & Renewal (“M&R”) Team. This consists of the Respondent’s Team Members who will be responsible for the maintenance and renewal of the Project.
4. Financing Team. This consists of the Respondent’s Team Members who will be responsible for the financing and financial management of the Project.

For each of the three functional teams (namely Design-Construction, M&R, and Financing Teams), you must identify a lead member (the “**Functional Lead**”) for each team. The Functional Lead Team Member shall be the Team Member responsible for the delivery of the work and the performance of the respective functional teams.

Additionally, you are required to provide an organizational chart(s) showing the organization of the functional teams and the identified Team Members as it relates to the entire Project. The organizational chart(s) should be sufficiently detailed to show internal relationships between Team Members.

At this RFQ stage, it is mandatory that you name the Project Lead and the Functional Lead Team Members. However, it is not mandatory to name other Team Members that will make up the entire Consortium. You may name other Team Members in the RFQ submission. Where you anticipate that additional Team Members will be added to the Consortium following the short-listing of the Consortium as a Proponent, you should indicate in your response to section 6 (“Your Approach”) how and when you intend to add such Team Members.

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.

Information on each Team Member named is required in Tables 4.1B to 4.1I in the attached Appendix “B”. Please fully complete these tables and include as part of your submission.

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 INFTRA).

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 INFTRA).

### **Financial Information**

For each of the Functional Lead Team Members, as well as for any Team Member who is part of the Project Lead but is not otherwise a Functional Lead Team Member, please provide in a SEPARATELY SEALED ENVELOPE marked “CONFIDENTIAL FINANCIAL INFORMATION” the following information:

- Audited financial statements and annual reports for each of the last three years.
- Interim financial statements for each quarter since the most recent year for which audited statements are provided.
- Credit rating information, if available.
- Bank letters of reference.
- Bonding capacity and letters of reference, if applicable.
- 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 fiscal years.

The above information may be replaced with equivalent financial information satisfactory to INFTRA to demonstrate that the Project Lead and the Functional Lead Team Members have sufficient financial standing, capacity, and resources to carry out their respective roles on the Project.

### **4.2 Key Individuals**

Tell us about the Key Individuals who will be the lead for each Team Member, including at least completion of 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 must be separately listed for:

- your Project Lead;
- your Design-Construction team;
- your M&R team; and
- your Financing team.

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.

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 or replacement for any Key Individual, and include the same information as if that back-up or replacement were a Key Individual.

### **4.3 Substitutions**

If, following submission of your response to this RFQ, you become aware that any of your Team Members or Key Individuals will be unable or are likely to be unable to participate in your Consortium, you must immediately so advise INFTRA, and indicate your proposed substitute Team Member or Key Individual. Failure to do so may result in disqualification of your Consortium from the RFQ process or, if INFTRA becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

All information required in this RFQ in respect of Team Members and Key Individuals must be provided to INFTRA in respect of any proposed substitute Team Members or Key Individuals, as applicable.



## **5 YOUR EXPERIENCE**

### ***5.1 Team Members' Experience***

Tell us about the experience of each Team Member that is pertinent to the Project, including at least completion of 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 must be separately listed for:

- your Project Lead;
- your Design-Construction team;
- your M&R team; and
- your Financing team.

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

You should highlight your experience in schools and social infrastructure projects, as well as your experience in DBFM or other forms of private finance initiatives/public-private partnerships.

### ***5.2 Key Individuals' Experience***

Tell us about the experience of each Key Individual that is pertinent to the Project, including at least completion of 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 must be separately listed for:

- your Project Lead;
- your Design-Construction team;
- your M&R 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 must be listed in each applicable Table.

You should highlight their experience in schools and social infrastructure projects, as well as their experience in DBFM or other forms of private finance initiatives/public-private partnerships.

### ***5.3 Collective Experience***

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

## **6 YOUR APPROACH**

### **6.1 *Project Lead***

Describe your approach for governing your Consortium through the RFP stage and during the design-construction phase of the Project and beyond, having specific regard to:

- decision-making and issue resolution on behalf of the Consortium, both during the RFP stage and beyond;
- contractual relationships among Team Members;
- risk allocations among Team Members;
- investing equity and/or raising financing for the Project;
- communications with media, the public, the applicable school boards, the school communities, The City of Edmonton, The City of Calgary, and other stakeholders;
- collaboration strategy with INFTRA, Alberta Education and the school boards; and
- any other pertinent information regarding the organization, management and coordination of the Consortium, including if applicable the addition of Team Members to your Consortium, if your Consortium is short-listed as a Proponent.

### **6.2 *Design-Construction Team***

Indicate the Functional Lead Design-Construction Team Member responsible for the overall Design-Construction. Where the Team may not be fully formed, provide a clear plan demonstrating how the additional members of the team will be resourced. Additionally, provide any pertinent information regarding the intended organization, management and coordination of the Design-Construction team.

Describe the Design-Construction Team's approach for the design and construction of the Project, having specific regard to:

- school design (to LEED Silver certification);
- construction management;
- quality management;
- safety;
- supply of modular classrooms;
- removal of modular classrooms to accommodate changing school enrolment;
- relationship management with school board officials, the public and school user groups;
- any specifically intended innovative approaches to design or construction;
- how your team proposes to deliver on time in light of the schedule; and
- how your team proposes to deliver cost certainty.

### **6.3 *M&R Team***

Indicate the Functional Lead M&R Team Member responsible for the overall maintenance and renewal. Where the Team may not be fully formed, provide a clear plan demonstrating how the

additional members of the team will be resourced. Additionally, provide any pertinent information regarding the intended organization, management and coordination of the maintenance and renewal team.

Describe the M&R Team's approach for the maintenance and renewal of the Project, having specific regard to:

- maintenance;
- renewal;
- site maintenance / renewal;
- materials procurement;
- quality management;
- removal of modular classrooms to accommodate changing school enrolment;
- public and school user;
- Occupational Health and Safety;
- performance management, monitoring and reporting;
- environmental management;
- relationship management with school board officials, the public and school user groups;
- any specifically intended innovative approaches to maintenance and renewal; and
- how your team proposes to deliver a measure of cost certainty over the term of the Project.

#### **6.4 *Financing Team***

Indicate the Functional Lead Financing Team Member responsible for the overall financing. Where the Team may not be fully formed, provide a clear plan demonstrating how the additional members of the team will be resourced. Additionally, provide any pertinent information regarding the intended organization, management and coordination of the financing team.

Describe your approach for financing of the Project, having specific regard to:

- delivery of security for the obtaining of financing that will be required to be lodged upon execution of the DBFM Agreement (see section 2.8 for information on a reference Agreement);
- anticipated financing structure and rationale;
- anticipated financing sources for debt and equity;
- potential financing issues, your experience and your plan in dealing with these issues;
- any specifically contemplated innovative approaches to financing of the Project; and
- any specifically contemplated alternatives to your financing plan.

## **7 YOUR ADVANTAGE**

### **7.1 *Submission Requirements***

Under the heading “Why We Should Be Selected to Participate in the RFP Process”, summarize in no more than five pages why the experience, organization, innovation or methodology of your Consortium gives you an advantage over other Respondents. In other words, why is your Consortium, if selected to participate in the RFP, more likely than other Respondents to:

- (a) engage in the procurement process through to final bids;
- (b) submit a highly competitive final bid that would achieve value for money for the Project; and
- (c) if selected as the successful Proponent, design, build and maintain the schools effectively and efficiently, in a manner that is financially and environmentally sound, and that appropriately protects the health and safety of the students and other school users?

## 8 RFQ EVALUATION

### 8.1 *Completeness and Compliance Check*

Respondents' submissions will be checked for completeness and compliance prior to more detailed evaluation according to the Scoring Matrix as described in section 8.2. The completeness and compliance check will be based on the following:

- Receipt of the complete submission on time;
- Complete information on the Contact Organization and Contact Individual according to Table 3.2;
- Completion of all required Tables [Tables 3.2 to Tables 5.1D]; and
- Submission of a separately sealed envelope containing Confidential Financial Information.

Submissions that do not meet the above criteria may be rejected and may not be considered any further.

### 8.2 *Scoring Matrix*

INFTRA intends to evaluate Respondents in accordance with the following scoring matrix:

<b>Evaluation Category</b>	<b>Weighting (%)</b>
Project Lead <ul style="list-style-type: none"> <li>• Organization and Plan</li> <li>• Team Members' Experience</li> <li>• Key Individuals' Experience</li> </ul>	25  10 10 5
Design - Construction Team <ul style="list-style-type: none"> <li>• Organization and Plan</li> <li>• Team Members' Experience</li> <li>• Design Key Individuals' Experience</li> <li>• Construction Key Individuals' Experience</li> </ul>	25  10 5 5 5
Maintenance and Renewal (M&R) Team <ul style="list-style-type: none"> <li>• Organization and Plan</li> <li>• Team Members' Experience</li> <li>• Key Individuals' Experience</li> </ul>	20  10 5 5
Financing Team <ul style="list-style-type: none"> <li>• Organization and Plan</li> <li>• Team Members' Experience</li> <li>• Key Individuals' Experience</li> </ul>	25  15 5 5
Your Advantage	5
<b>Total</b>	<b>100</b>

### **8.3 *Pass/Fail Threshold***

In addition to the scoring matrix in section 8.2, Respondents will be evaluated on a pass-fail basis based on INFTRA's assessment of the consortium's financial capacity to successfully design and construct the Project having regard to the magnitude of the Project.

### **8.4 *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 INFTRA under section 8.5, below. In addition, INFTRA may consider information received from any source that INFTRA considers reliable, including but not limited to:

- research to validate information supplied by Respondents; and
- 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).

### **8.5 *Clarifications and Interviews***

If requested by INFTRA to provide clarification or additional information in relation to a submission in response to this RFQ, a Respondent must provide such clarification or additional information within the time specified by INFTRA.

If requested by INFTRA a Respondent must, at the time and location specified by INFTRA, meet with representatives of the Province to provide explanation or clarification of its submission in response to this RFQ (see section 2.9 Schedule).

### **8.6 *Debriefing***

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

**APPENDIX “A”  
(section 1.11 – Defined Terms)**

“Consortium” means a team of private sector participants;

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

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

“DBFM” means design, build, financing and maintenance/renewal;

“Designated Representative” means the individual on behalf of INFTRA set out in section 1.6;

“FOIP” means *Freedom of Information and Protection of Privacy Act* (Alberta);

“Functional Lead” has the meaning as set out in section 4.1;

“INFTRA” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure and Transportation;

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

“maintenance” means the upkeep, repair and replacement of all building components;

“Optional Innovation Submission” has the meaning as set out in section 2.6;

“Preferred Proponent” means the Proponent, which may be selected by INFTRA, submitting a compliant bid to the RFP whose bid is a payment stream having the lowest net present value over the Term as determined by INFTRA;

“Project” means the 9 schools in Edmonton and the 9 schools in Calgary as described in section 2.1;

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

“Registered Parties” means interested parties registered with INFTRA pursuant to section 1.4;

“renewal” means the life-cycle replacement of major building components and site rehabilitation;

“Respondents” mean Consortia responding to the RFQ;

“RFP” means Request for Proposals;

“RFQ” means this Request for Qualifications;

“SR” means Submission Requirement;

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

“Term” means the design-construction phase and the 30 year term thereafter.



## APPENDIX "B"

**Table 3.2 - Contact Organization and Contact Individual**

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

**Table 4.1A - Team Members**

<b>Team Member Category</b>	<b>Team Member (Company/Firm Name)</b>	<b>Indicate if Functional Lead</b>	<b>Primary Role and Responsibility</b>	<b>Lead Key Individuals (Name and Title)</b>
<b>Project Lead</b>		N/A		
•		N/A		
•		N/A		
<b>Design-Construction</b>				
•				
•				
<b>M&amp;R</b>				
•				
•				
<b>Financing</b>				
•				
•				

**Table 4.1B – Project Lead Team Member Name and Role**

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

**Table 4.1C – Project Lead Team Member Legal Status****Project Lead Team Member:**

<b>Type of Entity (corporation, partnership, joint venture, etc.)</b>		
<b>Legal Name</b>		
<b>Jurisdiction of Incorporation / Registration</b>		
<b>Registration No.</b>		
<b>Year of Incorporation / Registration</b>		
<b>Registered Address</b>		
<b>Current Trading/Business Name</b>		
<b>For Privately Held Corporation provide Director list</b>		
<b>For Subsidiary Corporation provide name of Parent Company(ies)/Holding Company(ies)</b>		

**Table 4.1D – Design-Construction Team Member Name and Role**

<b>Name</b>	
<b>Mailing Address</b>	Address: City: Province/State: Country: Postal Code:
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Web-site Address</b>	
<b>Lead Key Individual</b>	
<b>Mailing Address</b>	Address: City: Province/State: Country: Postal Code:
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Role and Responsibility of Team Member in Design-Construction Team</b>	

**Table 4.1E – Design-Construction Team Member Legal Status****Design-Construction Team Member:** \_\_\_\_\_

<b>Type of Entity (corporation, partnership, joint venture, etc.)</b>	
<b>Legal Name</b>	
<b>Jurisdiction of Incorporation / Registration</b>	
<b>Registration No.</b>	
<b>Year of Incorporation / Registration</b>	
<b>Registered Address</b>	
<b>Current Trading/Business Name</b>	
<b>For Privately Held Corporation provide Director list</b>	
<b>For Subsidiary Corporation provide name of Parent Company(ies)/Holding Company(ies)</b>	

**Table 4.1F – M&R Team Name and Role**

<b>Name</b>	
<b>Mailing Address</b>	Address: City: Province/State: Country: Postal Code:
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Web-site Address</b>	
<b>Lead Key Individual</b>	
<b>Mailing Address</b>	Address: City: Province/State: Country: Postal Code:
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Role and Responsibility of Team Member in M&amp;R Team</b>	

**Table 4.1G – M&R Team Member Legal Status****M&R Team Member**

<b>Type of Entity (corporation, partnership, joint venture, etc.)</b>	
<b>Legal Name</b>	
<b>Jurisdiction of Incorporation / Registration</b>	
<b>Registration No.</b>	
<b>Year of Incorporation / Registration</b>	
<b>Registered Address</b>	
<b>Current Trading/Business Name</b>	
<b>For Privately Held Corporation provide Director list</b>	
<b>For Subsidiary Corporation provide name of Parent Company(ies)/Holding Company(ies)</b>	



**Table 4.1H – Financing Team Member Name and Role**

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

**Table 4.1I - Financing Team Member Legal Status**

Financing Team Member: \_\_\_\_\_

<b>Type of Entity (corporation, partnership, joint venture, etc.)</b>	
<b>Legal Name</b>	
<b>Jurisdiction of Incorporation / Registration</b>	
<b>Registration No.</b>	
<b>Year of Incorporation / Registration</b>	
<b>Registered Address</b>	
<b>Current Trading/Business Name</b>	
<b>For Privately Held Corporation provide Director list</b>	
<b>For Subsidiary Corporation provide name of Parent Company(ies)/Holding Company(ies)</b>	









**Table 5.1A – Project Lead Team Member Experience**

Project Lead Team Member: \_\_\_\_\_

<b>Past Project Name/Description (P3 projects preferred)</b>  <b>Please indicate nature of project (eg DBFM, DBFO, PFI).</b>	<b>Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)</b>	<b>Project Lead Team Member Role on Past Project</b>	<b>Past Project Capital Value and Overall Net Present Value with Associated Discount Rate OR Past Project Capital Value and Total Project Value and Term of Project in Years</b>	<b>Date of Financial Close and Construction Completion for Past Project</b>
Projects with financial close within past two years:				
Other projects:				

**Table 5.1B – Design-Construction Team Member Experience**

**Design-Construction Team Member:** \_\_\_\_\_

<b>Past Project Name/Description</b> Please indicate nature of project (eg P3, design-build, design-bid-build)	<b>Client Reference</b> (Client Name, Contact name, Phone number, Fax, E-mail)	<b>Design-Construction Team Member Role on Past Project</b>	<b>Past Project Capital Value and Total Project Value and Term of Project in Years</b>	<b>Name(s) of Design-Construction firm that led Past Project</b>
Projects within past two years:				
Other projects:				



**Table 5.1C – M&R Team Member Experience**

M&R Team Member: \_\_\_\_\_

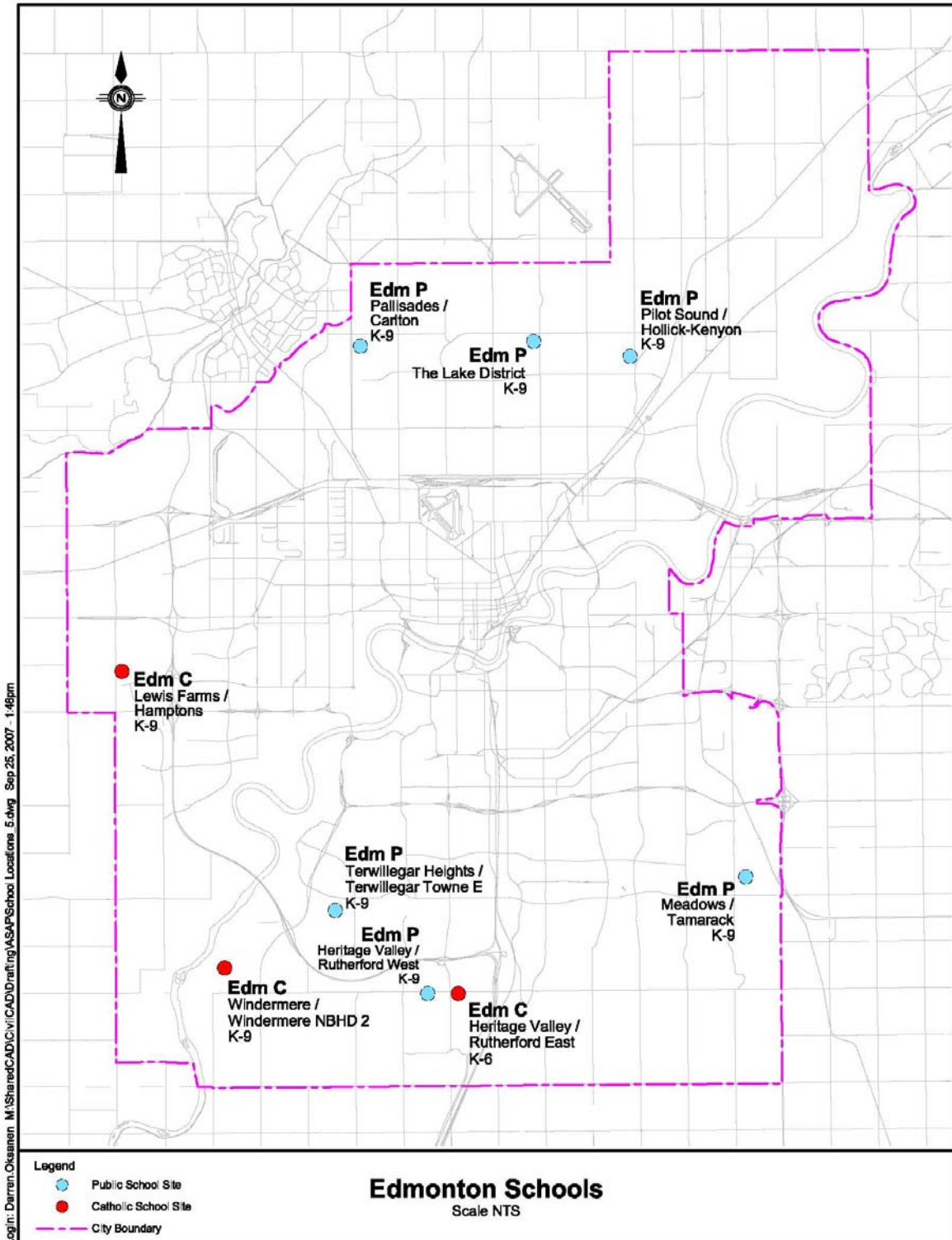
<b>Past Project Name / Description</b> Please indicate nature of project (eg P3, property management)	<b>Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)</b>	<b>M&amp;R Team Member Role on Past Project</b>	<b>Past Project Average Annual M&amp;R Value and Term of M&amp;R Project in Years</b>	<b>Name(s) of M&amp;R firm that led Past Project</b>
Projects within past two years:				
Other projects:				

**Table 5.1D –Financing Team Member Experience**

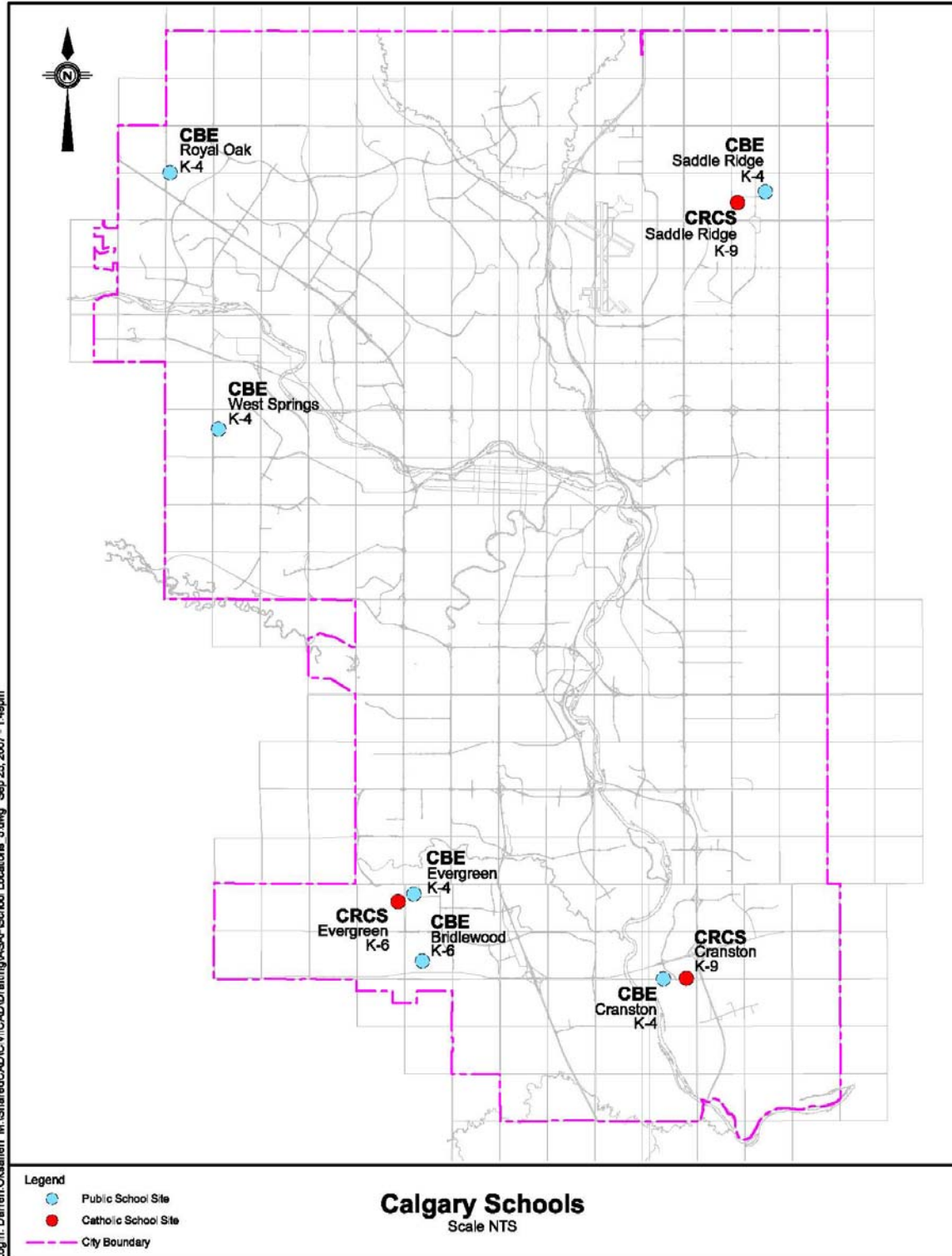
**Financing Team Member:**

<b>Past Project Name and Description</b>	<b>Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)</b>	<b>Type and Amount of Financing Raised (include capital structure, any innovations or variations from the normal financing)</b>	<b>Date of Financial Close</b>	<b>Role of Team Member on Past Project</b>	<b>Names of Financing Lead Team Members on Past Project</b>
Projects within past two years: (3 projects max)					
Other projects: (3 projects max)					

**Exhibit "A"**  
**(Section 1.1 – School sites, Page 1 of 2)**



**Exhibit "A"**  
**(Section 1.1 – School sites, Page 2 of 2)**



**Exhibit “B”**  
**(Section 2.7 – Indicative Risk Transfer, Page 1 of 4)**

	DBFM	
	GOA	Proponent
<b>Construction Risks</b>		
Design interaction with site conditions		•
Construction interaction with site conditions		•
Site safety		•
Construction methodology		•
Construction costs		•
Unforeseen site conditions		•
Geotechnical		•
Labour availability		•
Labour disruption	•	•
Materials		•
Schedule		•
Construction quality		•
Supply and quality of modular classrooms		•
Scope changes	•	
Delayed site access	•	
Adverse weather conditions		•
Fire/vandalism/theft during construction		•
Damage to third party property (excluding the schools) caused by GoA	•	
Damage to third party property caused by Contractor, subcontractors and those the Contractor is legally responsible for		•
Damage to work		•
Damage and/or loss to utilities		•
Public interface		•
Occupational health and safety		•
Subcontractor insolvency		•

**Exhibit “B”**  
**(Section 2.7 – Indicative Risk Transfer, Page 2 of 4)**

	DBFM	
	GOA	Proponent
<b>General Risks</b>		
Land acquisition	•	
Stakeholder management		•
Coordination and approvals through users		•
Third party objections		•
Patent infringement		•
GOA supplied data – accuracy		•
GOA supplied data – sufficiency		•
GOA supplied data – interpretation		•
Utilities hook up/connections		•
<b>Approvals Risks</b>		
Development permits	•	•
Building permits		•
Occupancy permits		•
Environmental permits		•
Utilities crossing requirements		•
Regulatory requirements		•
Building Code compliance		•
Land Use approvals	•	
Utilities approvals		•
Municipal requirements		•
<b>Environmental Risks – Known</b>		
Contamination		•
Archaeological		•
Flood plain analysis		•
<b>Environmental Risks – Unknown</b>		
Contamination	•	
Archaeological	•	
Flood plain analysis	•	

**Exhibit “B”**  
**(Section 2.7 – Indicative Risk Transfer, Page 3 of 4)**

	DBFM	
	GOA	Proponent
<b>Technical Risks</b>		
Sufficiency of Technical Requirements for core school/modulars	•	
Structure safety		•
Design beyond Technical Requirements		•
Supplies and materials		•
Construction process innovation		•
Lack of building system integration		•
DBFM procurement schedule	•	•
Information and Communication technology	•	
Furniture and Equipment	•	
<b>Financial and Economic Risks</b>		
Sourcing of capital – construction		•
Allocation of capital – operations		•
Cash flow management – construction		•
Cash flow management – operations		•
Exchange rate		•
Interest rate changes from RFP submission due date to date of DBFM Agreement	•	
Interest rate changes after date of DBFM Agreement		•
Required insurance coverage becomes unavailable	•	
Insurance premium changes	•	•
Change orders	•	
<b>Demand Risks</b>		
Modular additions beyond requirements	•	
Growth in student population over design capacity	•	
Changes in school programming	•	
Under-utilized school facilities	•	

**Exhibit “B”**  
**(Section 2.7 – Indicative Risk Transfer, Page 4 of 4)**

	DBFM	
	GOA	Proponent
<b>Maintenance and Renewal Risks</b>		
Changes in legislation	•	•
M&R inflation	•	•
Life-cycle performance		•
M&R schedules		•
Change in performance standards	•	
Labour availability		•
Labour disruption		•
Supplies and materials		•
Non-availability of facility or portions thereof		•
Fire/vandalism/theft during M&R period	•	
Flood and other natural disasters	•	
Water, air and/or soil pollution		•
School security issues	•	
Custodial activities (soft facilities maintenance)	•	
School Board labour relations	•	
Consequential damage due to contractor non-performance		•
Consequential damage due to custodial non-performance	•	
Facility condition at 30 years		•
Damage to third party property caused by GoA	•	
Damage to third party property caused by Contractor, subcontractors and those the Contractor is legally responsible for		•
Damage to schools caused by Third Party (third party risk)	•	
<b>Business Risks</b>		
Subcontractor default		•