



REQUEST FOR QUALIFICATION

VALLEY LINE LRT – STAGE 1

Request for Qualification No. 924536

23 April 2014





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1. RFQ INFORMATION

Project:	Valley Line LRT – Stage 1
Information Briefing Session:	08 May 2014, 7:30 MT The Empire Ballroom The Fairmont Hotel MacDonald 10065 100 St NW, Edmonton, Alberta, CANADA, T5J 0N6
Contact Person:	Alexandria Watterworth, SCMP Senior Buyer, Materials Management Phone: 780.496.8877 E-mail: VLStage1@edmonton.ca
Closing Time:	17 June 2014, 16:00 MT
Submission Location:	Alexandria Watterworth, Senior Buyer The City of Edmonton Corporate Services Department, Materials Management Room 800 Chancery Hall, 3 Sir Winston Churchill Square Edmonton, Alberta, CANADA, T5J 2C3

The official version of this Request for Qualification (“RFQ”) is the digital version that is posted on Alberta Purchasing Connection (“APC”) at www.purchasingconnection.ca. Defined terms are listed in Appendix A.

1.1 Contact Person

Respondents shall direct all inquiries, questions, and Requests for Information (“RFI”) by email to the Contact Person. The City will not respond to any questions, inquiries, or RFI not directed to the Contact Person and not written in English.

1.2 RFQ Documents

The RFQ Documents consist of the following:

- this document, Sections 1 through 6 and all appendices inclusive;
- appendices include Appendix A (Definitions), Appendix B (Detailed Submission Requirements), Appendix C (Risks and Responsibilities Allocation Matrix), Appendix D (Acknowledgment Form), Appendix E (RFI Template), Appendix F (Conflict of Interest and Common Ownership Declaration Form), Appendix G (Submission Checklist); Appendix H (City Offices and Affiliated Entities) and
- any addenda to this RFQ as may be issued by the City.

The RFQ should be obtained directly from APC to facilitate receiving any clarification responses or addenda issued by the City.

1.3 RFQ Timetable

The timetable below represents an overview of the schedule for this RFQ. The City reserves the right to change the schedule at its sole discretion. Any changes to this schedule will be effected through addenda issued by the City.

Event	Date and Time
Issuance of RFQ	23 April 2014
Information Session	08 May 2014, 7:30 MT
Close of Questions Deadline	04 June 2014, 16:00 MT
Closing Time	17 June 2014, 16:00 MT
Notification of Shortlist	Week of 18 August 2014

1.4 Restricted Parties

As a result of their past or current involvement with the City on the Project, the following individuals, companies and their Affiliates (“Restricted Parties”) are not eligible to be a Respondent, Team Member, supplier, subcontractor, or service provider to a Respondent. In addition they cannot act as advisors to a Respondent, or Respondent’s Team Members, suppliers, subcontractors, or service providers in the development and preparation of a Submission:

- 13th Floor Solutions;
- AECOM Canada Ltd.;
- Alan David Russell;
- Andrew Johnson Associates Inc.;
- Anthony Steadman and Associates;
- Borden Ladner Gervais LLP;
- Brent Harley & Associates Inc.;
- Carlson Capital Corporation;
- CBBC Consulting;
- Derek Martin Consulting Inc.;
- DIALOG;
- Flam Enterprises Holdings Inc.;
- GEC Architecture;
- GGC Consultants Inc.;
- Hatch Mott MacDonald Ltd.;
- ILF Consultants Inc.;
- ISL Engineering and Land Services Ltd.;
- KPMG LLP (Canada);

- Phi Con Limited;
- PricewaterhouseCoopers LLP;
- Quality Assurance Engineering Ltd.;
- Quay Communications Inc.;
- Raymond Ellis Consulting;
- Rocklynn Capital Inc.;
- Shirocca Consulting;
- SMA Consulting Ltd.;
- Spencer Environmental Management Services Ltd.;
- T2 Utility Engineers Inc.
- The Stewart Group (974841 B.C. Ltd.);
- Thurber Engineering Ltd.;
- TTK – TransportTechnologie-Consult Karlsruhe GmbH;
- Wardley Consulting Group Inc.;
- any former or current employee or representative of any consultants identified above, who through his/her employment or association (past or present), has had involvement with the Project;
- any former or current employee or representative of PPP Canada, who through his/her employment or association (past or present), has had involvement with the Project;
- any current members of City Council, employee or representative of the City;
- any former members of City Council, employee, or representative of the City whom through his/her employment, or association (past or present), has had involvement with the Project; and
- any current or former member of the LRT Governance Board.

There are a number of City offices and Affiliates of the City that Respondents may require information, approvals or support services from in connection with a Respondent's investigation, assessment and possible submission of a Proposal or in the completion of the Project should a Respondent become the successful Proponent. Appendix H to this RFQ sets out certain background information and general guidance regarding the communication and engagement protocols that should apply during the course of the Project Procurement Process with respect to these City offices and Affiliates.

Respondents will be required to make appropriate enquiries of their Team Members (including suppliers, subcontractors and service providers) and submit timely declarations to the City identifying individuals or companies who may be considered Restricted Party(ies).

A Respondent may be disqualified if any of the Restricted Parties participate in the development and/or preparation of the Submission, or if the Respondent contacts and engages a Restricted Party in relation to the Project without obtaining the City's prior written consent. The City may withhold or condition such consent for any reason in its sole and absolute discretion.

The City reserves the right to, and may alter the list of Restricted Parties during the Project Procurement Process.

1.5 Fairness Monitor

The City has retained GGC Consultants Inc. in the role of Fairness Monitor for the duration of the Project Procurement Process. The Fairness Monitor will act independently of the City administration and Project advisory team that are responsible for the implementation and the day to day administration of the Project Procurement Process.

The Fairness Monitor’s roles and responsibilities with regard to the RFQ include:

- review and provide comments on final drafts of the RFQ and any proposed amendments (through addenda) from a fairness perspective;
- monitor and assess whether the City is managing the Project Procurement Process in a manner consistent with the terms of the RFQ and whether it is treating all Respondents in a fair and generally consistent manner having regard to the relevant circumstances and the terms of the RFQ;
- review and comment on material communications between the City and Respondents during the RFQ, including all material enquiries and RFIs from Respondents and the City’s responses to same;
- monitor meetings held between the City and the Respondents;
- monitor the evaluation process adopted by the City in respect of the Submissions;
- provide input with respect to potential issues that arise in the determination of whether an individual, company or other entity is a Restricted Party or has an unfair process advantage due to a conflict of interest; and
- where appropriate, act as a facilitator between the City and the Respondents in seeking or supporting solutions to address potential or actual fairness issues or concerns including questions of unfair process advantages, if any, that may arise during the Project Procurement Process (but not to act as an adjudicator of any such issues or concerns).

Notwithstanding Section 1.1 the Fairness Monitor shall be available directly for the consideration of any fairness concerns that the Respondent wishes to raise during the RFQ:

Fairness Monitor Contact:	GGC Consultants Inc. Attn: Gary G. Campbell 10155 - 102 Street, Suite 2700 Edmonton, AB. T5J 4G8 E-mail: ggc1936@aol.com
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1.6 Conflict of Interest Adjudicator

The City may, as considered necessary or desirable by the Relationship Review Committee, appoint an individual who will be independent of the City and the Respondents, to be available on a stand-by basis to act as a Conflict of Interest Adjudicator (“COI Adjudicator”), to provide final and binding decisions on conflicts of interest or unfair process advantage issues, including questions regarding whether a person is

a Restricted Party. The City may at its discretion, and without any obligation to do so, refer any such issue to the COI Adjudicator at any time during the Project Procurement Process, including for the purpose of requesting an advanced decision.

1.7 Honorarium

No honorarium will be offered to Respondents.

Proponents that are invited to participate in and complete the Request for Proposal (“RFP”) may be eligible (subject to completion and submission of a compliant Proposal) to an honorarium. Such honorarium will be in line with that typically offered by the Government of Alberta on its Public-Private-Partnership (“P3”) projects, while also considering the Project’s specific characteristics. Unsuccessful Proponents that submit a Proposal that is determined by the City to be non-compliant will not be eligible to receive the honorarium. Further details regarding the honorarium including its value will be stated in the RFP.

1.8 City Project Team and LRT Governance Board

Pursuant to City Bylaw #15659, The LRT Governance Board Bylaw, the City established the LRT Governance Board as a committee of Council with a mandate to oversee the procurement, development, design and construction of the Southeast and West Light Rail Transit projects. Further information on the LRT Governance Board can be found at:

http://www.edmonton.ca/city_government/city_organization/lrt-governance-board.aspx

The City has also established a project team led by the LRT Design and Construction Branch of Transportation Services to manage the procurement, development, design, construction, operations and maintenance of this Project. In addition to City representatives from various City branches the Project team is comprised of representatives from:

- AECOM; as lead engineering consultant of the ConnectEd Transit Partnership (“CTP”) Owner’s Engineer team.
- KPMG; as P3 Process Advisor and P3 Financial Advisor.
- BLG; as P3 Legal Advisor; and
- Stewart Group; as Special Project Advisor.

The foregoing Project team is led by the Project Manager. City administration presents reports to the LRT Governance Board. This RFQ and the RFP will be administered by the Project Manager with the assistance of the foregoing Project team.



2. PROJECT INFORMATION

2.1 Purpose of RFQ

This RFQ is issued to invite Submissions from parties with proven experience in large infrastructure projects who are interested in delivering as a P3, the Valley Line LRT - Stage 1, hereinafter referred to as the "Project".

The outcome of this RFQ is limited to identifying and shortlisting 3 Respondents, each composed of qualified Team Members, for participation in the RFP (see Section 2.5 for a description of the Project Procurement Process). With regard to the City's desired transaction structure set out in Section 2.3, each shortlisted Respondent is expected to have the following characteristics:

- capacity to design, build, partially finance, operate and maintain the Project;
- a demonstrated ability of its Team Members to work cohesively to deliver the Project as a P3;
- demonstrated integrated project management experience and the capability to manage a special purpose consortium type organization;
- demonstrated experience with raising the required private finance; and
- demonstrated financial and operational stability and capacity to undertake the Project and provide the required private financing.

LRV supplier companies are not required to be included in the Submission. If LRV supplier companies are cited as a Respondent's LRV supplier in the Submission, the LRV supplier company will not be evaluated as a Team Member for the purposes of supplying LRVs. However if an LRV supplier company is cited as a Team Member for any other aspect of a Respondent's team (for example as an equity provider, systems provider, operations and/or maintenance provider), then the LRV supplier company will be evaluated in that capacity with respect to the Evaluation Criteria described in Section 5.2.2 and the detailed Submission requirements set out in Appendix B.

Proponents of the RFP will be required to have early engagement with LRV supplier companies to meet the requirements for early LRV and systems design submissions (see Section 2.3.5 i) for more information on LRV requirements and Section 2.5 for further details on the RFP outline process and timetable).

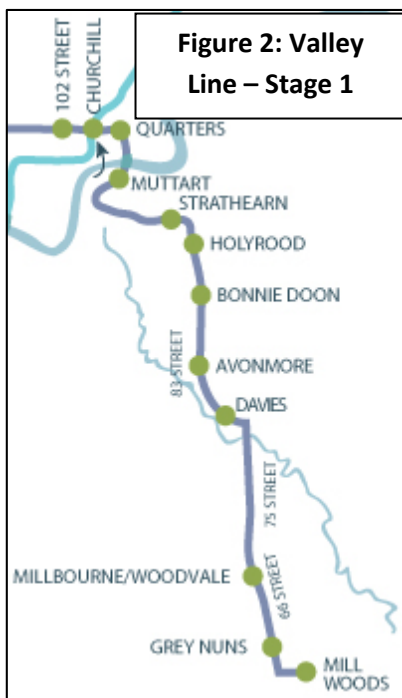
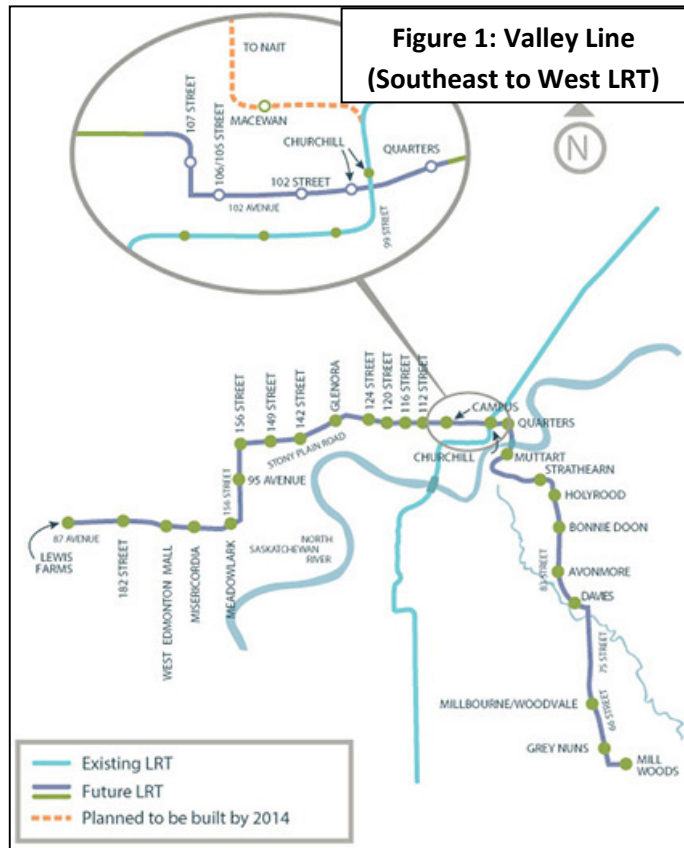
When engaging an LRV supplier, Respondents should have particular regard to the requirements of Section 3.2 Conflict of Interest and Unfair Process Advantage; Section 3.3 Common Ownership or Management; and Section 3.4 No Collusion.

2.2 Project Description

2.2.1 Overview

Edmonton Transit System (“ETS”) is wholly owned and operated by the City. It employs over 2,200 employees, provides more than 2 million service hours annually using 969 buses, 94 LRVs and 98 Disabled Adult Transit Service vehicles, operating 191 different bus routes, 6 transit garages, 25 transit centres, 15 LRT stations, over 6,803 bus stops, and 20.3 km of LRT track and delivering over 80.2 million rides (bus and LRT) per annum. The transportation service currently offered by ETS is vital to Edmontonians, and its importance will only grow in the future.

The City’s Transportation Master Plan, “The Way We Move”¹ outlines a number of strategic goals to guide the development of the City’s transportation system in the future.



The development and approval of the LRT Network Plan as a component of this Master Plan, is consistent with the strategic goals of creating a sustainable and intermodal transportation network to support the City’s current and future development. The LRT Network Plan includes the future development of the 27 km Southeast to West LRT project, known as the Valley Line.

The City has committed to moving forward with the construction of the Southeast portion of the Valley Line (i.e. Valley Line LRT - Stage 1, the Project) prior to the Western portion.

The Project is anticipated to be approximately 13 km long extending from 102 Street Stop (Centre West) to Mill Woods Town Centre. Along the alignment there are 11 at-grade neighbourhood stops and one above-grade station at Davies Station. Davies Station is an important destination along the Project alignment because it offers access to a Park and Ride facility (approximately 1,400 parking stalls) as well as a transit centre. Key structures of the Project include a tunnel connecting downtown Edmonton to the River Valley (approximately 0.5 km), a new River Bridge

¹ http://www.edmonton.ca/city_government/city_vision_and_strategic_plan/the-way-we-move.aspx

crossing the North Saskatchewan River (the Tawatinâ Bridge) and an Operations and Maintenance Facility (the Gerry Wright Operations and Maintenance Facility “OMF”).

The Project will operate separately from the City’s other existing LRT lines, including the Capital Line and the Metro Line (currently under construction). The Project will use low-floor technology and does not interline with the City’s existing high-floor LRT system. The new low-floor technology defines the Project as a more urban-style system with small-scale stops that will integrate more seamlessly into established neighbourhoods than the high-floor alternative.

The Project includes a primary transfer point between the Capital Line, the Metro Line and the Project which will be located at the Churchill Stop, at the southeast corner of Sir Winston Churchill Square (“Churchill Connector”). This barrier-free transfer point will be constructed to direct pedestrian traffic between the existing underground Churchill Station (Capital/Metro Lines) and the new at grade Churchill Stop (Valley Line), and will be fully integrated with the Churchill LRT Station mezzanine and South Pavilion at Sir Winston Churchill Square. The at grade and below grade spaces of the Churchill Connector shall be connected with stairs, escalators and elevators. The Churchill Connector is part of the Project.

For the purposes of the RFQ, Respondents are invited to consider the information accessible on the Project website for any further background information located at:

www.edmonton.ca/ValleyLine

2.2.2 System Expansion

The City may determine at some time in the future to proceed with the Stage 2 West LRT project (see figure 1 in Section 2.2.1) or a portion thereof. It is currently intended that the Stage 2 West LRT project will be operationally integrated with this Project, should the City decide to proceed with any portion of Stage 2. Accordingly, the Project Agreement will include provisions that will establish the basis and terms upon which the City may elect to extend the operating and maintenance services being provided by Project Co for this Project to the Stage 2 West LRT project. For clarity, this procurement does not include the design and construction of Stage 2, or any other design and construction work associated with other potential expansions of the Project.

2.2.3 Project Reference Design and Other Materials

Preliminary engineering has been completed for the Project. This process has generated a reference design which shall be available to Proponents as part of the RFP only.

The reference design shall be available to Proponents for information and general reference purposes only. The City will not warrant the reference design and it will not form part of the Project Agreement.

Further background information and materials related to design shall also be made available to Proponents as part of the RFP, including but not limited to, public consultation materials, design concept boards and the Edmonton Design Committee report for the Project.

The reference design and the other noted materials above will not be shared with Respondents and are not considered necessary for the purposes of the Submission.

2.2.4 Sustainable Urban Integration

Sustainable Urban Integration (“SUI”) is a City term, used in the context of the Project, to focus the Project design and the adoption of related standards and guidelines, on the integration of transit facilities and the urban environment within which they exist.

That is, SUI is the philosophical foundation that underpins and reinforces the idea that the Project will support an integrated approach to urban and sustainable design and construction, while at the same time recognizing the importance and value of creating vital, diverse, and pedestrian friendly environments with a strong sense of place. A key SUI goal is to promote design and construction that will support the overall sustainability and resilience of the City. Indeed, the pursuit of the Project as a low floor urban style LRT is in furtherance of the SUI concept.

The term builds on existing City policies that dictate that:

“the system... will deliver a high quality, fully accessible, safe, efficient, and environmentally sustainable LRT network that maximizes passengers convenience and supports the City’s continuing economic prosperity, serving and in turn being served by, transit oriented land use policies”.

The SUI approach is intended to be consistent with, and supportive of the City Vision and Strategic Plan (“The Way Ahead”), as well as other related City policies including the Municipal Development Plan (“The Way We Grow”), the Transportation Master Plan (“The Way We Move”) and the City’s Environmental Strategic Plan (“The Way We Green”).

The SUI approach for the Project has been shared with the public and refined through a comprehensive public involvement process, which is summarized on the Project website.

Respondents are requested to include in their Submission, information that will demonstrate to the City, their resources, capabilities and experience with adhering to and working towards SUI concepts.

2.2.5 Working in the River Valley - Tunnel and Slope Stability

The Project includes the design and construction of structures situated in the River Valley area, including the river bridge crossing of the North Saskatchewan River (the Tawatinâ Bridge) and the tunnel. A number of conditions are known to exist in the area, requiring careful consideration in the design and construction methodology. Brief descriptions of key issues are presented below and will be further expanded upon within the RFP:

- A major deep seated landslide (locally referred to as the Grierson Hill slide – first occurrence in 1901) is present on the north slope of the River Valley;
- Coal mines operated in the City downtown area until approximately 1970;
- The Grierson Hill slide extends from the Shaw Convention Centre at the west end to the existing Cloverdale Pedestrian Bridge at the east end. Over the years, various mitigation measures have been implemented by the City to stabilize the slope; and

- At some locations, along the Project alignment, the tunnel structure will be located in close proximity to existing historic buildings and multi-storey residential buildings supported on spread footings.

The City recognizes that geotechnical risk associated with tunnel and slope stability, as described above, needs to be effectively managed between the parties. Proponents of the RFP will have access to detailed geotechnical reports of the River Valley along the Project alignment. Furthermore, the City will consider the input of the Proponents in determining whether additional borehole testing should be carried out by the City during the RFP process, with the results of any such additional testing being made available to all Proponents. These geotechnical reports have assisted the City in the development of an assumed base line of expected site conditions that will form the basis for allocating geo-technical risk for the tunnel and River Valley portions of the alignment.

2.3 Transaction Structure

2.3.1 Overview

The Project is being procured using a P3 delivery model and is using a Design-Build-Vehicles Supply-partially Finance-Operate-Maintain (“DBVFOM”) based Project Agreement. The RFP and Project Agreement are anticipated to substantially follow the Government of Alberta P3 Model as adapted by the City for the specific requirements of the City and the Project.

2.3.2 Contract Term

The Project construction period shall begin at the date of execution of the Project Agreement, targeted for approximately Q4 2015. The target operational start date is to occur in Q4 2020.

The Project will have an operations and maintenance period of 30 years and the maximum contract term from execution of the Project Agreement shall be 35 years.

2.3.3 Allocation of Risks and Responsibilities

As part of the RFP, the Proponent shall be required to propose a solution for the Project based on the Proponent’s assumption of taking significant responsibilities for the delivery of the Project and the associated risks, unless expressly retained by the City.

The City will retain certain specified risks and responsibilities as part of the Project. Appendix C sets out a high level overview of the intended allocation of Project responsibilities and risks. The detailed allocation of risks and responsibilities will be conveyed by the Project Agreement.

2.3.4 Payments

The transaction structure is anticipated to include the following payment provisions from the City:

- construction period payment amounts covering approximately 50% of eligible construction costs, paid at periodic intervals;
- a payment covering between 10% and 25% of eligible capital costs, paid upon successful commissioning of the full Project;

- payment incentives during the construction period for optimal construction approach, for instance in the context of environmental impact, total land use for construction, traffic disruptions and completion of critical path infrastructure for stakeholder groups among other items;
- operations and maintenance period payments, covering:
 - the privately funded capital costs portion of the Project and the related financing costs, amortized over the 30 years from the start of operations (being the anticipated full operations period);
 - the operations and regular maintenance costs of the Project; and
 - the major or rehabilitative maintenance expenditures related to the Project.
- payment incentives during the operations and maintenance period based on availability (e.g. service level provided, safety) and quality (e.g. cleanliness, maintenance); and
- the operations and maintenance period payments shall be subject to reserves or holdbacks, tied to hand back requirements for the Project assets at the expiry or termination of the Project Agreement.

2.3.5 Other Key Terms

The Project Agreement will be based on the Government of Alberta template agreement for P3 projects with modifications that align to the characteristics of this Project and to City requirements. By way of high level overview, some of the key terms include:

- a) *Design* – Project Co will be responsible for all aspects of the design of the Project that support the performance parameters established for the Project. Certain elements of the Project will be subject to City prescribed design requirements. The City will review and provide comment on the designs developed by Project Co according to a design submittal protocol. The City has also prepared a reference design for information and general guidance purposes only. The City’s reference design will not form part of the Project Agreement.
- b) *Construction and Commissioning* – Project Co will be responsible for all aspects of the construction program and for the testing and commissioning of the LRT systems prior to the commencement of passenger services.
- c) *Land Matters* – The City is in the process of completing its acquisition of all land interests required to support the Project (collectively the “Lands”) including in relation to the alignment, the various stops, the Gerry Wright Operations and Maintenance Facility (“OMF”) site and the Davies Station (including Park and Ride) site. A licence to use these Lands for the purpose of the Project will be granted to Project Co.
- d) *Regulatory Approvals* – Pursuant to City Bylaw #7188, North Saskatchewan River Valley Area Redevelopment Plan, an environmental impact assessment has been carried out for the Project. In September 2013 City Council approved the Environmental Impact Screening Assessment and Site Location study (“EISA”) for the Project based on the City’s reference design. Environmental

assessment approvals are not required for this Project under either the federal Canadian Environmental Assessment Act or the provincial, Alberta Environmental Enhancement and Projection Act. Except for a limited number of specified approvals which the City has obtained, or is in the process of obtaining, Project Co will be responsible for all permits, licences, authorizations and related approvals required to construct, commission and operate the Project.

- e) *Environmental Conditions* – The City will provide Proponents with environmental investigation reports that identify the scope and nature of existing contamination within the Lands. Project Co will be required to manage and remediate this existing disclosed contamination and any newly created contamination in the course of completing its work and in accordance with the requirements of the EISA and the Project Agreement. The City will assume responsibility for existing contamination that has not been disclosed, that is encountered by Project Co in the course of performing its work.
- f) *Differing Site Conditions* – As noted in paragraph 2.2.5, detailed geotechnical data will be made available to Proponents. An allocation of risk between the City and Project Co relating to the discovery of unexpected subsurface conditions will be set out in the RFP and Project Agreement according to established base line parameters and criteria.
- g) *Railway Regulatory Approvals and Oversight* – The Project will not be subject to federal or provincial railway regulatory oversight except in relation to the proposed grade separated crossings of CN and CP tracks (in the vicinity of Davies Station) and the widening of an existing rail to road at grade crossing (CN with 75 street) from 4 lanes to 6 lanes. The City is vested with rail regulatory authority over the Project. Public safety and security requirements for the Project will be confirmed in the Project Agreement.
- h) *LRT Systems Technology* – The City will require a licence to use all technology and intellectual property associated with the design, construction, operation and maintenance of the Project with appropriate refresh, maintenance and support services that facilitate necessary interfacing as may be required by the City with other interconnected transit operations and also the transfer of operations of the Project to the City on early termination or at the end of term handback.
- i) *LRV Requirements* – In looking ahead to the RFP, Respondents may wish to note that the City requires low floor urban style LRVs to be procured by Project Co to meet the following high level requirements:
- The design and manufacture of the LRVs shall be compliant with industry recognized standards, such as those from North America and Europe, and shall be appropriate for a low-floor urban style LRT system;
 - There are no requirements for the LRVs to be manufactured or assembled in Canada;
 - Low floor, level boarding shall be a requirement for the LRVs, based on a 70% low-floor as a minimum;

- Total train consist length for any number of coupled LRVs must not exceed 90 metres, due to the maximum platform length specifications, however, individual LRV lengths will be at the discretion of Proponents;
- The LRVs must be designed to operate effectively in the Edmonton climate; and
- The chosen LRV design must be a proven design with demonstrated operating results in comparable operating conditions. During the RFP the Proponents will be required to provide information to demonstrate these results, including the details of any proposed modifications to any material aspect of a proven LRV design, which may be required to adapt to the Project requirements and operating conditions in Edmonton. Further details regarding these requirements will be provided in the RFP.

As noted in Section 2.1, Respondents are not required to confirm a selected LRV supplier in their Submission. This will not form part of the evaluation of the Submission. Respondents can decide at their discretion whether to establish teaming or supply arrangements with LRV suppliers during or after the RFQ process is completed.

- j) *Other* – The Project Agreement will contain other terms and conditions that are typical for P3 projects of this kind.

2.4 Project Funding

The Project will be developed under a financial plan that was approved by Edmonton City Council on April 15, 2014, with funding sourced from the City, the Government of Alberta and the Government of Canada. All public funding shall be utilized for the purposes of making the required payments to Project Co throughout construction as well as the operating and maintenance periods. Funding, as publicly disclosed, will also cover other City costs incurred through procurement, early works and the term of the Project Agreement.

2.5 Procurement Structure

In this section the procurement structure adopted for the Project is set out at a high level. In addition, some detail is provided regarding the anticipated RFP process and some key items for Respondents to be aware of at present.

2.5.1 Overview

The Project Procurement Process is characterized by three distinct phases:

- 1) The RFQ, which is designed to shortlist the Respondents, based on qualification, experience and proposed approach to the Project undertaking, to 3 Proponents that will advance to the RFP;
- 2) The RFP, which is designed to facilitate the selection of the Preferred Proponent based on the lowest cost (in net present value “NPV” terms) of a compliant technical solution; and
- 3) The commercial and financial close phase, to execute all Project related agreements and implement all financing arrangements.

A Preferred Proponent shall advance to the commercial and financial close phase assuming that it submitted a compliant proposal under competitive conditions and that value for money was achieved.

2.5.2 RFP Requirements - Sustainable Urban Integration

As noted in Section 2.2.4, the concept of SUI is very important to the City and the Project. It is important that SUI principles permeate the full technical solution proposed.

To reflect its importance, the RFP process will include a separate SUI submission requirement, from which all Proponents will need to achieve a “pass” before the main technical submission deadline (VLS 2, see Section 2.5.5).

The SUI process will include a series of early submission requirements, where Proponents will demonstrate their SUI approach and ideas for the Project. These early submission requirements are as follows:

- Proponents will be required to submit “5%” concept design level drawings for LRVs, major structures and alignment items identified in the RFP. A detailed methodology document describing how the SUI principles are adopted in the Proponent’s approach to the entire Project process (not only design) will also be required. The submission will be reviewed and commented on by the City prior to the next set of one-on-one meetings scheduled in the RFP timetable.
- Proponents will be required to submit “20%” concept design level drawings for LRVs, an extended selection of major structures and alignment items identified in the RFP. These will be reviewed and commented on by the City prior to the next available set of one-on-one meetings scheduled in the RFP timetable.

The second SUI submission will be evaluated by the City and will be determined on a “pass” or “fail” basis. Proponents can continue to make SUI submissions up to the deadline for the main technical submission, VLS 2. The last SUI submission made by a Proponent must achieve a “pass” score from the City for the

Proponent to be eligible to have its VLS 2 submission evaluated. In achieving a pass for this SUI stage, the Proponent is expected to advance the understanding of the SUI requirements into the VLS 2 technical solution. Failure to make such a reflection in VLS 2 is likely to result in a non-compliant VLS 2 submission.

Where a Proponent has failed the SUI submission component under this process, their technical submission will not be evaluated and they will not progress further in the RFP.

Through this process the City aims to meet its obligations to the public for the promotion of the SUI principles that will generate a Project that embodies the integration of transit facilities and the urban environment within which they exist.

2.5.3 RFP Requirements - Innovation

The City is considering including in the RFP, a request for innovation submissions, which may result in required or permitted modifications to the City's Technical Performance Requirements. Further information and directions will be provided in the RFP.

2.5.4 RFP Requirements – LRV and Operations & Maintenance

Proponents will be required to make an early LRV and Operations & Maintenance submission. The submission will include:

- LRV specific information such as the proven service record and other technical details of the proposed LRV;
- The initial operating strategy and suggested service level plans for operating against various City capacity requirements;
- Operating strategies for incident management and recovery plans; and
- The initial asset management plan, which will set out the approach to renewals, winter maintenance, and whole-life maintenance.

The LRV and Operations & Maintenance early submissions will be reviewed and feedback will be provided by the City regarding the City's expectations for the Proponents technical submission (VLS 2) in the context of this submission.

2.5.5 RFP Outline Procurement Schedule

The City intends to follow the RFP timetable set out below. This timetable includes those typical elements as provided for under the Government of Alberta RFP process, which utilizes the "SR" submission requirement approach. The City has adopted the "SR" labeling use by the Government of Alberta, to this specific project, with "SR" being replaced with "VLS" as set out below:

- VLS 1 - to reaffirm the RFQ submission;
- VLS 2 - Full technical submission;
- VLS 2B - Final technical submission; and

- VLS 3 - Financial submission.

where “VLS” stands for “Valley Line Submission”.

The City reserves the right to alter this outline timetable at its sole discretion.

The RFP stage will include collaborative discussions relating to technical and commercial matters through workshops and special topic meetings in accordance with the terms of the RFP, and elements of the Project that will feed into the Project Agreement.

Through the RFP phase, Proponents will be encouraged to provide input on the Project Agreement as follows:

- the City will invite each Proponent to review the Project Agreement as attached to the RFP and then meet confidentially and separately with the City to discuss any comments or proposed amendments that the Proponent requests to be considered; and
- the City will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of City, amend the Project Agreement and, by one or more Addenda, issue a revised Project Agreement. Following the collaborative discussions, City will issue the final Project Agreement as the common basis for the final preparation of Proposals by the Proponents.

The following table provides a tentative timeline of the RFP process that will be initiated after Proponents are notified.

Month / Year	Event Type	Technical	SUI	Commercial
Sept 2014	Milestone	Issue RFP.		
	Info Session	Kick Off Meeting and Information Session.		
Oct 2014	Submissions	VLS 1.		
Nov 2014	Submissions	TPR comments (1st round).	SUI - 1st early submission.	Project Agreement comments (1st round).
	Submissions	LRV and Operations & Maintenance early submission.		
	Submissions	Optional Innovation submission.		
	Meetings	One-on-One Technical Meetings (1st round).		One-on-One Project Agreement Meetings on 1st draft Project Agreement comments.
Dec 2014	Meetings	Additional Special Topic Meetings if desired / requested by City or Proponents.		
Jan 2015	Milestone	Issuance of 2nd draft TPR.		Issuance of 2 nd draft Project Agreement.
	Submissions		SUI - 2nd early submission.	
Feb 2015	Submissions	TPR comments (2nd round).		Project Agreement comments (2nd round).
	Meetings	One-on-One Technical Meetings (2nd round).		One-on-One Project Agreement Meetings on 2nd draft Project Agreement comments.
Mar 2015	Meetings	Additional Special Topic Meetings if desired / requested by City or Proponents.		
	Submissions		SUI – Final Early Submission (Clean up of 2 nd submission).	
	Milestones		Notification of SUI pass / fail.	
Apr 2015	Milestone	Issuance of 3rd draft of the TPR.		Issuance of 3 rd draft Project Agreement.
	Submissions	VLS 2 submission.		
May 2015	Submissions			Project Agreement comments (3 rd round).
Jun 2015	Milestone			Issuance of Final Form Project Agreement.
Jul 2015	Milestone	Evaluation Results of VLS 2.		
Aug 2015	Submissions	VLS 2B submission.		VLS 2B submission (interim financial submission).
Sept 2015	Milestone	Evaluation Results of VLS 2B.		
	Submissions			VLS 3 submission deadline.
Oct 2015	Milestone	Notification of Preferred Proponent.		
Nov 2015	n/a			
Dec 2015	Milestone			Execution of Project Agreement.



3. INSTRUCTIONS TO RESPONDENTS

3.1 Clarification and Addenda Procedure

It is the Respondent's responsibility to clarify interpretations of any matter the Respondent considers to be unclear in this RFQ, by contacting the Contact Person identified in Section 1.

All enquiries relating to the RFQ should be directed to the Contact Person no later than the date shown in Section 1.3 for Close of Questions.

3.1.1 *Requests for Information*

Respondents should utilize the RFI template included in Appendix E for the submission of all questions, enquiries, requests for clarification, or requests for further information to the Contact Person. All RFI submissions must consist of a single enquiry per RFI form.

At its sole discretion, the City reserves the right to not respond to an RFI. Unless expressly stated in the RFI submission, the City shall consider all RFI submissions to be general in nature and will make its response available to all Respondents as appropriate via clarification circular, to APC.

The Respondent may clearly identify an RFI to be confidential in nature, in which case, without impacting on its rights set out above, the City may respond to the Respondent's designated primary contact only. If the City determines that an RFI submitted is not confidential, the City will notify the Respondent in question and request that the RFI be withdrawn as a confidential RFI and, at the Respondent's discretion, resubmitted as a general RFI.

The City will endeavor to answer all RFI submissions within 5 business days of receipt of the RFI via a clarification circular that will be posted to APC. The City anticipates making two postings of responses per week as a maximum response rate (which is dependent on the actual volume of RFI submissions). In any case, all RFIs will be logged and addressed within 5 business days of the Close of Questions deadline set out in Section 1.3.

3.1.2 *Addenda*

The RFQ may be amended only by way of written addenda issued by the City. If the City, for any reason, determines that it is necessary to provide additional information, such information will be communicated to all Respondents by addenda. Any addenda will be considered part of the RFQ for the purposes of Section 1.2.

Respondents are responsible for ensuring they have obtained complete copies of all addenda issued by the City. By making a Submission, Respondents acknowledge receipt of complete copies of all addenda. Should the City issue any addenda to the RFQ, the changes will only be posted to APC and no other notice will be issued.

3.2 Conflicts of Interest and Unfair Process Advantage

The City may in its sole discretion, disqualify, or require certain protocols be adopted, for any Respondent who may have, or could have, a conflict of interest, or unfair process advantage.

Respondents must fully disclose, in writing and utilizing the declaration form included in Appendix F, to the Contact Person on or before the Closing Time set out in Section 1.3, the circumstances of any relationship or proposed relationship with Restricted Party(ies), known Affiliates of a Restricted Party and known Team Members who are participating with another Respondent or known Affiliates of these Team Members. Respondents must also fully disclose, in the same manner using the form in Appendix F, the circumstances of any relationship or proposed relationship with parties where the Respondent believes there is the potential for a conflict of interest or a perceived conflict of interest or potential issues or situations of unfair process advantage.

For the purposes of this RFQ, “relationships” include equity or debt holdings by one Person in another, a director or executive officer (or equivalent senior representative position) of one Person serving in a similar position for another Person, or family relationships, but for clarification does not include common or joint participation in a single purpose or project specific consortium or related or similar entity in respect of a commercial project or transaction other than the Project.

For further clarification, conflicts of interest or unfair process advantage can arise as a result of the relationship situations described in the preceding paragraph or as a result of a Team Member for a Respondent possessing or having access to confidential information of the City or another Respondent in relation to the Project prior to such information being made available to all other Respondents in this RFQ process or by having direct access to and an active working relationship with a senior representative of the City or members of the City Project team (see Section 1.8) who are overseeing or managing this Project for the City.

The City shall review all declarations to determine whether any actual, perceived or potential conflict of interest or unfair process advantage may result. In making its determination as to whether the Respondent has or could have a conflict of interest or unfair process advantage, the City shall consider factors influencing the nature of the possible conflict or advantage, including:

- the possible possession of, or access to, confidential City information of a material nature, that is not available to all Respondents;
- family or other relationships with Restricted Parties;
- prior access to material Project related information; and
- prior access to or working relationships with City decision makers.

The City will consider whether any of these circumstances can be satisfactorily managed through the adoption of appropriate protocols (e.g. information barriers, segregation of personnel, etc.). The City may issue instruction to the Respondent to adopt such protocols or take other actions to the satisfaction of the City as a condition of the City’s consent to accept the Respondent’s Submission.

Respondents should make their declarations as early as is reasonable, in the circumstance, and should also provide fulsome detailed accounts within the declaration form to reduce City uncertainty regarding the presented issue. Respondents should also provide any updates to these declarations or new declaration in respect of developments or changes that may give rise to new conflicts or circumstances of unfair advantage.

Subject to the City's right to seek clarification from the Respondent on any matter before making its determination, all declarations shall be reviewed by the City, and the Respondent shall be notified of the City's determination of the matter within 10 business days of receipt of the declaration.

The City will also undertake its own internal reviews and if applicable, obtain declarations from the Restricted Parties and will cross-check such information against the Respondent's declarations.

Furthermore, should the City become aware of a conflict of interest or unfair process advantage situation that a Respondent has failed to declare, and it is deemed by the City that such a declaration should have been reasonably provided in the circumstances, the Respondent may be disqualified from the Project Procurement Process at the City's sole discretion.

3.3 Common Ownership or Management

For the purposes of the RFQ, "Common Ownership or Management" means entities or Persons that are Affiliated.

Respondents must fully disclose, in writing utilizing the declaration form included in Appendix F (the "Declaration"), to the Contact Person on or before the Closing Time set out in Section 1.3, the circumstances of any known or possible Common Ownership or Management between Team Members with different Respondents. The Respondent should also request the City provide an advanced interpretation as to whether the actual or anticipated Common Ownership or Management is acceptable to the City based on publicly available information or the Respondent's knowledge of or expectations of Affiliates being a Team Member for another Respondent.

The City will review the Respondent's Declaration to determine whether a particular Common Ownership or Management situation may reduce competition, or be perceived to reduce competition in the Project Procurement Process or possibly result in unfair competition or unfairness in process. In reviewing the Declaration, the City may consider a number of factors, including without limitation:

- the structure of the Common Ownership or Management (i.e. direct or indirect) and the role of the Team Members in each Respondent;
- the Respondent's proposed protocol measures to ensure that there is no inappropriate communication between Team Members with Common Ownership or Management;
- public perception and impact to public confidence in the Project Procurement Process; and
- whether the Team Members with Common Ownership or Management provide special services that can be provided only by a limited number of entities.

If the City determines that the Common Ownership or Management is likely to reduce competition, or be perceived to reduce competition, or result in unfair competition or unfairness in process that cannot be reasonably managed with the adoption of protocols it may disqualify one or more of the affected Respondents.

3.4 No Collusion

Respondents must ensure that their participation in this RFQ is conducted without collusion, conspiracy or fraud on their part or the part of any of their Team Members or Key Individuals. Respondents and their Team Members and Key Individuals shall not engage in discussions, or communications with any other Respondents, or their Team Members and Key Individuals regarding the preparation of their Submission. Breach of this provision may result in the disqualification of the Respondent(s) from the Project Procurement Process. The City acknowledges that potential team members must communicate for the purpose of teaming, however communication involving the strategic positioning of Submissions may result in disqualification.

Suppliers, subcontractors, and service providers may supply goods and/or services to multiple Respondents so long as they are not considered Team Members of any one Respondent. Respondents are required to proactively manage the requirements of this Section 3.4 amongst its Team Members and of its suppliers, subcontractors, and service providers.

For clarity, the City recognizes that suppliers, subcontractors, and service providers may be approached by multiple Respondents during the RFQ to discuss their interest in supporting one or more Respondents. The City also recognizes that certain suppliers, subcontractors and service providers may make commitments to one or more Respondents during the RFQ. Therefore, communications may take place with some suppliers, subcontractors and service providers regarding the planned submissions of one or more Respondents. These communications will not be considered to be in violation of this Section 3.4 provided these cross team communications through a common supplier, subcontractor and/or service provider do not involve any disclosure or discussion of the Respondent(s) bid strategy or competitive positioning in this process for one or more Respondents.

3.5 Pre-Submission Requirements

3.5.1 Information Session

A non-mandatory information session for those interested in becoming Respondents is scheduled as follows:

Date and Time: 08 May, 2014, 07:30 MT (Registration Open)

Duration: 5 hours

Location: The Empire Ballroom, The Fairmont Hotel MacDonald, 10065 100 St NW, Edmonton, AB.

Purpose: The City will provide further background information on the Project and the Project Procurement Process.

Firms wishing to attend the session are requested, no later than 01 May 2014, to inform the Contact Person of the number of representatives expected to attend.

Registration will open at 07:30 MT and presentations are anticipated to begin at 08:30 MT. The information session is anticipated to finish on or about 12:30 MT. A light breakfast and refreshments will be provided.

The session format will include presentations by the Project team. Pertinent information regarding the RFQ and the Project may be conveyed at this information session and attendance is encouraged.

Attendance is non-mandatory. Non-attendance will not be considered an excuse for non-responsiveness with the City's Submission requirements.

The information session will include an opportunity for questions and answers, however, any answers given at the Information Session are unofficial, and non-binding. Should attendees require an official response, they should submit a formal question using the process outlined in Section 3.1.1. An official session record, along with the presentations will be released on APC shortly after the event.

3.6 Delivery and Submission Requirements

Delivery and Submission requirements are detailed in Section 4.

3.7 Site Access

The Project alignment and associated land corridor is mostly open to public access, however, there are some restricted access sites. Respondents should not try to access these restricted sites. Detailed site information is not required as part of the Submission and the City does not convey any authority through this RFQ for restricted site access by any Respondent or interested parties.

Please further consider that as part of the RFP, the City will establish site access procedures for the purposes of any necessary testing and analysis.

3.8 Substitutions or Team Member Changes

Following the Submission, if the Respondent becomes aware that any Team Members, or Key Individuals, will be unable, or are unlikely to be able, to participate as part of the proposed Respondent, or, that a change to a Respondent is being implemented for any other reason, the Respondent must immediately advise the City and indicate any proposed substitute or changed Team Member or Key Individual. Failure to do so may result in disqualification of the Respondent from the Project Procurement Process.

Upon receipt of notification of a requested substitution or change of a Team Member or Key Individual, it is at the sole discretion of the City to allow such a substitution. In making a determination regarding the acceptability of a proposed substitution or change, the City, without limiting the generality of its considerations, will consider:

- fairness considerations from the perspective of the other Respondents, the requesting Respondent, and the interests and objectives of the City;
- whether the substitution or change will result in an equivalent or superior team; or
- possible delays or other adverse impacts to the Project Procurement Process.

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



Mill Woods Town Centre

Centre West 0 Min
Mill Woods Town Centre 10 Min

Centre West 0 Min
Mill Woods Town Centre 10 Min

4. SUBMISSION REQUIREMENTS

4.1 Closing Time

The Submission must be received no later than the date and time provided in Section 1.3 at the location provided in Section 1. It is the responsibility of the Respondent to ensure that the Submission is date-and-time stamped at the indicated office of Materials Management.

4.2 Submission Contents

The Submission should contain and be formed into the following discrete sections which coordinate to the evaluation criteria set out in Section 5. The Submission requirements are detailed in Appendix B.

Part (See Section 4.3)	Submission Section	Requirement Overview	Appendix B Reference
A	Section 1: Additional Process Requirements	<ul style="list-style-type: none"> • Primary and Secondary Contact details provided; • Signed Acknowledgement Form; • Signed letters of authority from Team Members; and • Fulfilment of all submission requirements specified in this Section 4 and Appendix B as declared using the Submission Checklist included as Appendix G. 	B1
A	Section 2: General	<ul style="list-style-type: none"> • Introductory Letter; • Respondents Profile and Organization; • Full listing of named parties (individuals and firms) in the Submission; • Proposed Equity Formation; • Respondents Advantage; • Integrated Project Management Approach; and • Integrated Project Management Experience. 	B2
A	Section 3: Financing	<ul style="list-style-type: none"> • Approach to Financing the Project; and • Experience of Financing Projects and Key Individual Experience. 	B3
A	Section 4: Design	<ul style="list-style-type: none"> • Organization of the Design Team Members, Team Member Experience, Capacity and Depth; • Team Member Organization and Key Individual Experience; • Approach, Key Issues and Risk Identification; and • Approach to SUI. 	B4
A	Section 5: Construction	<ul style="list-style-type: none"> • Organization of the Construction Team Members, Team Member Experience, Capacity and Depth; • Team Member Organization and Key Individual Experience; and • Approach, Key Issues and Risk Identification. 	B5
A	Section 6: Asset	<ul style="list-style-type: none"> • Organization of the Maintenance, Rehabilitation and 	B6

Part (See Section 4.3)	Submission Section	Requirement Overview	Appendix B Reference
	Management and Preservation of Project Infrastructure	Hand Back Team Members, Team Member Experience, Capacity and Depth; <ul style="list-style-type: none"> • Team Member Organization and Key Individual Experience; and • Approach, Key Issues and Risk Identification. 	
A	Section 7: Operations	<ul style="list-style-type: none"> • Organization of the Operations Team Members, Team Member Experience, Capacity and Depth; • Team Member Organization and Key Individual Experience; and • Approach, Key Issues and Risk Identification. 	B7
B	Section 8: Capacity	<ul style="list-style-type: none"> • Financial and Organizational Capacity. 	B8
B	Section 9: Due Diligence Information	<ul style="list-style-type: none"> • History of Material, Litigation and Claims; • History of Ethical Corporate Practices and Claims; • History of Adverse Proceedings and Claims; and • History of Safety and Environment Claims. 	B9

The Submission shall include detailed experience of the Team Members which are being presented by the Respondent. The City recognizes that some projects may illustrate appropriate experience across the multiple discipline sections required for the completion of the Project (and so multiple sections of the Submission). For the avoidance of doubt, where project experience or Key Individual credentials are required to be considered for more than one section of the Submission, such information should be replicated in each required Submission section to facilitate the City’s evaluation against the criteria established for each section separately.

4.3 Submission Format

The Part A (and excluding Section 1 of Part A) of the Submission should not exceed 120 pages in length with standard minimum font size 11 pts. For the avoidance of doubt, a page is considered to be one side of a letter-sized piece of paper. Double sided print will count as two pages. Double sided printing is encouraged.

For the purposes of presenting gantt charts, organizational structures or other elements that need more presentational space, the Respondent can utilize legal or 11x17 sized paper and this will be counted using the same criteria as for the standard page. The requirements for project experience of the Respondent and Team Members should be included within the body of the Submission and so are counted as part of the page limit. The detailed resumes of Key Individuals should be included as an appendix to each particular section and will not be considered in the page count limit.

The Part B of the Respondent Submission has no page limit and Respondents are encouraged to make full declarations to satisfy the related Submission requirements.

The Submission should provide a clear and concise description of the Respondent's ability to satisfy the requirements of the RFQ. It is important that the Submission be complete. The City may consider the Submission to be in non-compliance, if a Submission item cannot be readily located, is difficult to evaluate because of incompleteness, or is addressed solely by a published brochure or document and not by specific preparation in response to the RFQ.

Submissions should be split into separate, independent, sections for each requirement above and as detailed in Appendix B. If information is relevant to more than one requirement, it should be included in both sections; otherwise it will not be considered when scoring the particular section.

The Submission should be complete: content of websites or other external documents referred to in a Submission will not be considered to form a part of the Submission and will not be scored. The City will not give credit to capabilities or assumed advantages that are not clearly explained and in the format required under the RFQ.

Submissions must be written in English.

4.4 Originals and Copies

Respondents should submit the following in a sealed package clearly marked with the Respondent's name, address and the RFQ number and labeled as either Part A or Part B to correspond as follows:

Part A:

- 1 original Submission;
- 20 copies of the Submission marked "Copy";
- 2 electronic versions of the Submission in (searchable) PDF format on 2 separate CD/DVD/USB Flash Drives.

Part B:

- 1 original Submission;
- 5 copies of the Submission marked "Copy";
- 2 electronic versions of the Submission in (searchable) PDF format on two separate CD/DVD/USB Flash Drives.

For both Part A and Part B, in case of discrepancies between the original and a copy, the original paper copy shall govern.

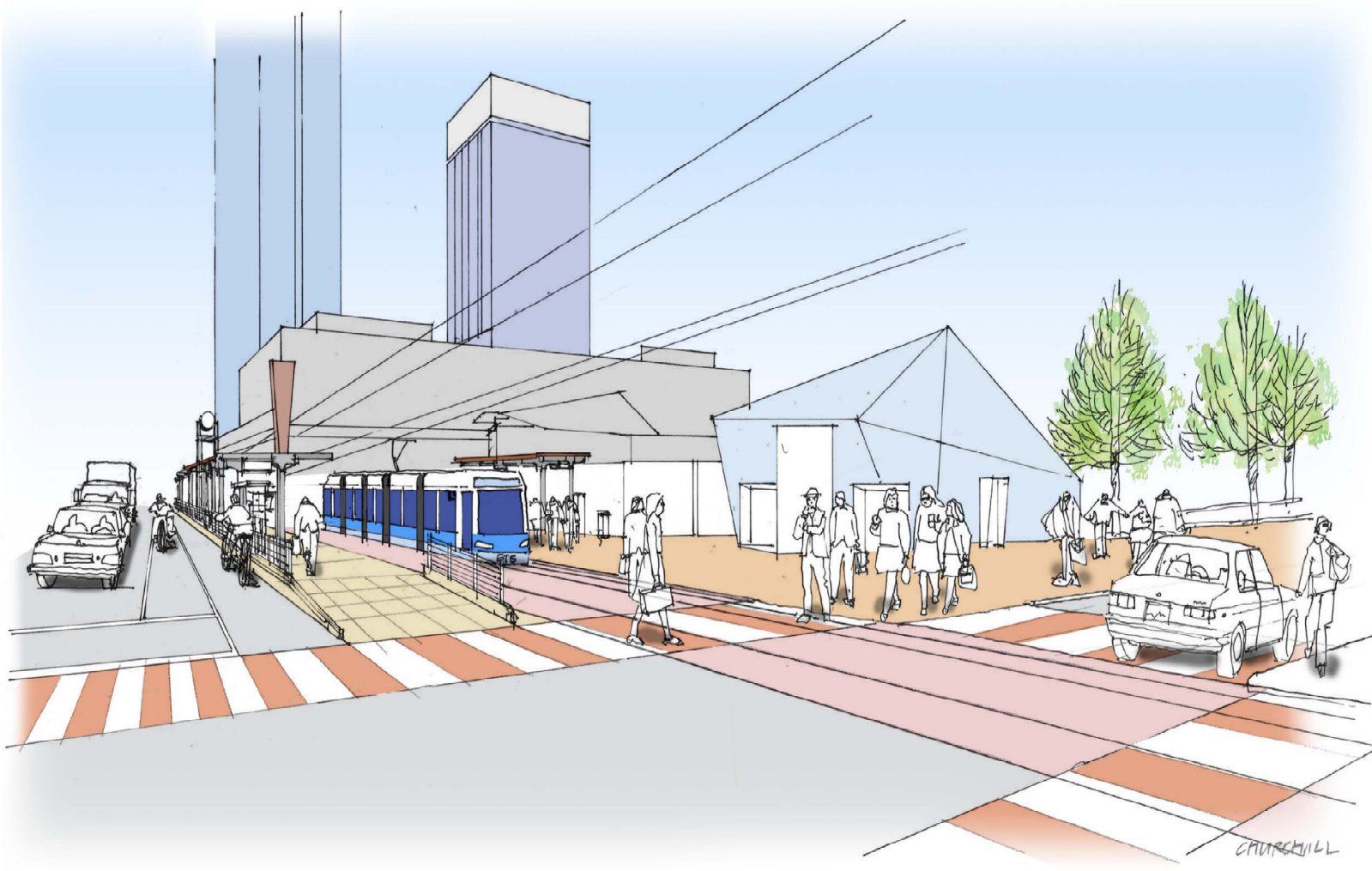
E-mail and fax submissions will not be accepted.

4.5 Submission Execution

When executing the Acknowledgement Form, Submissions should be signed by the Respondent Lead Representative with the authority to bind the Respondent:

- if the Submission is made by a corporation, the full name of the corporation should be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal should be affixed; and
- if the Submission is made by a partnership (including a joint venture), the firm name or business name should be accurately printed above the signature of the firm and the Submission should be signed by a partner or partners who have authority to sign for the partnership.

For the avoidance of doubt, the Respondent Lead Representative is required to execute the Acknowledgement Form included in Appendix D on behalf of the Respondent and its component Team Members. The authority of the Respondent Lead Representative to bind the Team Members that compose the Respondent should be evidenced within the Submission via letters on the individual Team Member's corporate letter head and signed by those principals with the authority to bind the individual Team Members that form the Respondent. Such letters by individual Team Members should be included in the Submission immediately following the Acknowledgement Form.



5. EVALUATION OF SUBMISSIONS

5.1 Acceptance or Rejection

Respondents are advised that all of the instructions to Respondents (Section 3) and Submission requirements (Section 4 and Appendix B) and all other conditions of the RFQ should be strictly complied with and any non-compliance may invalidate the Submission in question. The City reserves the right to accept or reject any Submissions not adhering to the terms of this RFQ.

The City may, in its sole discretion, accept or reject any and all Submissions that contain minor or inconsequential irregularities and ambiguities, or where practicable to do so, the City may, as a condition of acceptance of a Submission, request a Respondent to clarify minor and/or inconsequential irregularities and ambiguities.

The determination of what is or is not a minor or inconsequential irregularity and/or ambiguity, the determination of whether to accept, waive, or require correction of an irregularity and/or ambiguity, and the final determination of validity, will be at the sole discretion of the City.

The City shall not be obligated to accept Submissions that are unsigned, incomplete, conditional, illegible, obscure, or contain irregularities and ambiguities of any kind.

Notwithstanding the foregoing requirements, the City may accept a Submission in such form as the City in its sole discretion deems acceptable.

5.2 Evaluation Steps

The City will conduct the evaluation of Submissions in accordance with the following procedures and shall assign scores for the Submission against each criteria at its sole discretion.

5.2.1 *Overview*

Once the Submission has been accepted as meeting the Mandatory Requirements and the Additional Process Requirements (that is, the Submission receives a “pass” score in both categories), the City will then evaluate the Submission in detail using the criteria, weighting and procedures detailed below. Some of the components will be evaluated on a pass/fail basis while other components will be scored. The 3 Respondents having Submissions with the best score will be invited as Proponents to the RFP, as further detailed below.

5.2.2 Evaluation Criteria and Weighting

Item	App B Ref.	Evaluation Criteria	Weight
1		Mandatory Requirements	Pass/Fail
2	B1	Additional Process Requirements	Pass/Fail
3	B8	Financial and Organizational Capacity	Pass/Fail
4	B9	Due Diligence Information	Pass/Fail
5	B2	General	15
5A		Introductory Letter, Respondent Organization and Your Advantage	5
5B		Integrated Project Management Approach and Experience	10
6	B3	Financing	10
6A		Approach to Financing the Project	5
6B		Experience of Financing Projects and Key Individual Experience	5
7	B4	Design	21
7A		Organization of Design Team Members, Team Member Experience, Capacity and Depth	5
7B		Team Member Organization and Key Individual Experience	4
7C		Approach, Key Issues and Risk Identification	8
7D		Approach to the integration of SUI concepts to the rest of the Project Team	4
8	B5	Construction	21
8A		Organization of Construction Team Members, Team Member Experience, Capacity and Depth	8
8B		Team Member Organization and Key Individual Experience	3
8C		Approach, Key Issues and Risk Identification	10
9	B6	Asset Management and Preservation of Project Infrastructure	13
9A		Organization of Maintenance, Rehabilitation and Hand Back Team Members, Team Member Experience, Capacity and Depth	5
9B		Team Member Organization and Key Individual Experience	2
9C		Approach, Key Issues and Risk Identification	6
10	B7	Operations	20
10A		Organization of Operations Team Members, Team Member Experience, Capacity and Depth	7
10B		Team Member Organization and Key Individual Experience	4
10C		Approach, Key Issues and Risk Identification	9
		TOTAL WEIGHT	100

5.2.3 Mandatory Requirements

To receive a “pass” score for the Mandatory Requirements, the Original Submission for Parts A and B:

- Must be received by Materials Management by the Closing Time, at the address specified in Section 1.

Where Original Submissions are not accompanied by the required copies as stated in Section 4.4, the Submissions marked “Copy” must be submitted within 24 hours of the Closing Time set out in Section 1. A complete Submission received after this date and time will not be considered.

Email and fax Submissions will not be accepted.

5.2.4 Additional Process Requirements

To receive a “pass” score for the Additional Process Requirements, a Submission:

- should meet the delivery requirements specified in Sections 4.3 and 4.4;
- should provide the name and contact details of a single contact person for all future communications between the Respondent and the City. The name of a secondary contact should also be provided in the event the primary is not available. These persons will be the sole contacts for the purposes of this RFQ; and
- should include a duly completed copy of the Acknowledgement Form – Appendix D signed by the Respondent Lead Representative and the associated letters of authorization from each Team Member, as set out in Section 4.5.

5.2.5 Financial and Organizational Capacity

To receive a “pass” score for Financial and Organizational Capacity, a Submission:

- should provide information that validates its financial and organizational capacity to undertake the Project, as required in Appendix B, Section B8.

5.2.6 Due Diligence Information

To receive a “pass” score for Due Diligence, a Submission must:

- be a complete and accurate response to the information requested in Appendix B, Section B9 and contain no material misrepresentations; and
- satisfy the City in its sole discretion that the Respondent Team is financially and operationally capable of participating in this competitive procurement process in a lawful and compliant manner and performing all Project Agreement obligations over a 35 year term according to the standards and requirements to be set out in the Project Agreement.

The City may also take into account this Due Diligence information, and any supplemental or related information the City may acquire through its own collateral or independent investigations or enquiries, in carrying out its evaluation and scoring of the Respondent’s financial and operational capacity in those areas or categories outlined in Section 5.2.2.

5.2.7 Scoring Scale

The Respondent’s Submission will be evaluated by consensus, using the 0 to 5 Scoring Scale shown below. The scale demonstrates the general direction to which the City evaluators will be judging each submission. Each criterion will be scored through consensus of the evaluators, with the resulting score then multiplied by the pre-determined weight for each particular criterion as shown in Section 5.2.2.

Items not addressed will be deemed as either not meeting the requirements (Additional Process Requirements failure) or given zero points under the scoring scale. The City will assign scores at its sole discretion.

Rating Score	Definition
5	Excellent and complete understanding of the requirement; has an excellent probability of success; exceeds expectations.
4	Good and complete understanding of the requirements; high probability of success; somewhat exceeds expectations.
3	Good understanding of the requirements or has minor gaps in completeness; good to fair probability of success; meets expectations.
2	Moderate understanding of the requirements or has left some gaps in completeness; fair to low probability of success; somewhat meets expectations.
1	Poor / lack of understanding of the requirements or has left major gaps in completeness; low probability of success; mainly does not meet expectations.
0	Complete misunderstanding of the requirements or no response; no probability of success; does not meet expectations entirely.

5.2.8 Total Score

The weighted score for each item will be added together to arrive at an aggregate total score for the evaluation. The maximum possible score will be 500.

Illustrative Example:

Item	Evaluation Criteria	Weight	Respondent Score	Respondent Points
		A	B	A x B
7A	Organization of Design Team Members, Team Member Experience, Capacity and Depth	5	5	25
7B	Team Member Organization and Key Individual Experience	4	2	8
.....
.....
Total Score				425

5.2.9 Scoring Threshold

Failure to achieve 50% of the available points under any one of the individual criterion numbered 5, 6, 7, 8, 9 and 10 shall preclude the Respondent from the shortlist, regardless of total score. For example, the Respondent must accumulate 50% or greater of the available points for criterion number 7, Design (105 points available) – there is no minimum score for sub-criteria 7A, 7B, 7C and 7D.

5.2.10 Clarification

The City reserves the right to seek clarification from any Respondent to assist in the evaluation of its Submission.

5.2.11 Interviews/Presentations

The City may, at its sole discretion, request that all or some of the Respondents make a presentation to, or make representatives available for an interview, with the City.

The Respondent's representatives are expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFQ and the contents of the Submission. Should the City invite a Respondent to participate in an interview or presentation, the Respondent will be responsible for any costs associated with the preparation for, and attendance at the interview, to take place at a City of Edmonton location.

The City may, at its sole discretion, use the information from interviews, presentations, references and other appropriate sources of information in its evaluation.

5.2.12 *Re-evaluation and Adjusted Scores*

The City may, if necessary, re-evaluate and assign adjusted scores to the previously determined scores of the Respondents based on any new or updated or clarified information acquired.

5.2.13 *Shortlist and Notice*

The City intends to shortlist 3 Respondents to be taken forward to the RFP. The 3 Respondents with the highest total scores for the Submission (and subject to the 50% rule described in Section 5.2.9) will be invited to participate in the RFP.

5.2.14 *Debriefing*

Unsuccessful and shortlisted Respondents can request a debrief at the earliest possible convenience of the City following the evaluation of the VLS 1 submissions required as part of the RFP (projected to occur during Q4 2014).



6. GENERAL

6.1 Headings and Interpretation

Headings are used for convenience only, and will not affect the meaning or interpretation of the articles appearing below them. Words in the singular include the plural and vice versa.

6.2 Submission Acknowledgement

Through its Submission, the Respondent acknowledges and agrees that:

- this is a request for a qualifications based submission and is not a tendering process; it is part of an overall multi-staged procurement process intended to enable the City to identify a shortlist of Respondents who may be invited to participate in a request for proposals stage;
- that the City has, and is hereby entitled to exercise, the sole and unfettered discretion to award the scores for the evaluation of the criteria listed under Section 5;
- it waives any right to contest in any legal proceedings the decision of the City to award scores in respect of the criteria identified in Section 5.

6.3 Confidentiality

All documents submitted to the City will be subject to the protection and disclosure provisions of FOIP. FOIP allows persons a right of access to records in the City's custody or control. It also prohibits the City from disclosing the Respondent's personal or business interests or information that would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP.

Respondents are encouraged to identify what portions of their Submission are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Respondents that any portion of a Submission can be kept confidential under FOIP.

The City may make public the names of any or all Respondents and their Team Members.

The RFP phase will have a data room. Access to the RFP data room will be granted to Proponents that sign a confidentiality agreement.

6.4 Use of RFQ

The RFQ is only to be used by Respondents for the purpose of preparing a Submission and not for any other purpose. Unless otherwise indicated, the City owns the intellectual property in all documents that make up the RFQ.

6.5 Cancellation of RFQ

The City may cancel this RFQ at any time if, in the opinion of the City, the RFQ and the prospective RFP will not be in the best interests of the City.

Without limiting the generality of the previous paragraph, the City may cancel this RFQ if less than 3 Respondents are shortlisted as a result of this RFQ or the City may request further Submissions pursuant to this RFQ by issuing a further request for qualifications for similar requirements.

6.6 Consent to Use of Information

By responding to this RFQ, the Respondent consents, and has obtained the written consent from any Team Members and Key Individuals and individuals identified in the Submission, for the City to use the personal information provided to evaluate the Submissions. The Respondent may be required to provide proof of the consent as described in this paragraph, to the City, upon request.

6.7 Email Communication

The Respondent recognizes and accepts the risks associated with communicating by email, including, without limitation, the lack of security, the unreliability of delivery and the possible loss of confidentiality. The Respondent assumes all risk, responsibility, and liability associated with the use of email communication, including, without limitation, ensuring that information sent is received in its entirety within any time limit specified by this RFQ.

Email communications to the Contact Person will be deemed as having been received by the Contact Person on the date and time indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

6.8 No Promotion

Respondents should not make public comments or carry out activities to publicly promote their Submission or their interest in the Project.

6.9 Submission Return

The City will not return a Submission or any accompanying documentation submitted by a Respondent. Upon receipt by the City, the Submission and accompanying documentation will become the property of the City and the City has the right to use the general ideas contained in those Submissions.

6.10 Trade Agreements

This RFQ falls within the scope of the New West Partnership Trade Agreement and Chapter 5 and Annex 502.4 of the Agreement on Internal Trade and is subject to the applicable provisions of these trade agreements, but the rights and obligations of the parties are governed by the specific terms of the RFQ.

6.11 Disputes and Past Performance

The City has an administrative directive that deals with contracting with parties who are in dispute with the City that may need to be resolved by litigation or arbitration. The City may reject a Submission if the Respondent, Team Member or Affiliates, have such dispute(s) with the City.

The City may review its records with respect to the performance of a Respondent or Team Member or Affiliates, on previous contracts with the City, and with respect to the conduct of a Respondent, Team

Member of Affiliate in a prior procurement process. The City may reject a Submission if the City determines that a Respondent's performance or the performance of an Affiliate or Team Member of a Respondent on previous contracts with the City is unsatisfactory, or if the conduct of a Respondent in a prior procurement process was determined to be inappropriate, and the City's Materials Management Branch has advised the Respondent, Team Member or Affiliates of this determination.

6.12 Cost of Submission

The preparation and submission of, and all discussions or other proceedings relating to a Submission, will be conducted at the sole cost of the Respondent. The City will not be responsible for any costs incurred by a Respondent in the preparation or submission of a Submission, including any costs incurred by the Respondent to attend meetings or make presentations relating to its Submission.

6.13 Prior Representations

The RFQ supersedes all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the RFQ and no changes will be made to the RFQ except by written addenda. The Respondent shall not rely upon any oral information provided to it by the City or its representatives.

6.14 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 Respondent, Team Member, Key Individual or other person and expressly disclaims any liability or obligation to any Respondent, Team Member, Key Individual or other person in connection with this RFQ. Statements in this RFQ of the City's expectations in relation to the Project, the RFQ, the Project Procurement Process and the RFP are relied upon or acted upon by Respondents, Team Members, Key Individuals and other persons solely at their own risk.

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

6.15 Discretion of the City

Notwithstanding any other provision of this RFQ to the contrary, the provisions in this Section prevail, govern and override all other parts of this RFQ. The City is not bound to accept any Submission. At any time prior to execution of the Project Agreement, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the Project Procurement Process, cancel the Project or proceed with the Project, or any portion of the Project or change the scope of the Project, on different terms. All of this may be done with no compensation to the Respondents, Team Members, Key Individuals or any other party.

6.16 Disqualification

The failure to comply with any aspect or term of this RFQ, may render the Respondent subject to such actions as may be determined appropriate by the City, including possible disqualification from the Project

Procurement Process, suspension from the Project Procurement Process and/or the imposition of conditions which must be complied with before the Respondent will have its privilege of continued participation in the Project Procurement Process reinstated.

6.17 Representations and Warranties

The City makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFQ.

No implied obligation of any kind by, or on behalf of the City shall arise from anything contained in this RFQ, and the express representations and warranties contained in this RFQ, and made by the City, are and shall be the only representations and warranties that apply.

Information referenced in this RFQ, or otherwise made available by the City or any of its elected officials, officers, employees, agents or advisors as part of the RFQ, is provided for the convenience of the Respondent only and none of the City, its elected officials, officers, employees, agents and advisors warrants the accuracy or completeness of this information. The Respondent is required to immediately bring forth to the City any conflict or error that it may find in the RFQ. All other data is provided for informational purposes only.

6.18 Security Clearances

The City may require that the shortlisted Proponents satisfy required security clearance screenings for Team Members and Key Individuals during the RFP. The City reserves the right to require such security clearance screenings for Respondents during this RFQ if circumstances warrant this in the City's sole discretion and determination.



APPENDIX A – DEFINITIONS

Acknowledgement Form: The form contained in Appendix D that requires execution in accordance with Section 4.5.

Additional Process Requirements: shall mean the requirements that should be followed as set out in Section 5.2.4.

Affiliate, or Affiliated Persons, or persons “Affiliated” with each other, in respect of a Person: means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person where “control” means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

For the purposes of the foregoing definition, “Person” means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or Governmental Authority.

Alberta Purchasing Connection, or APC: the website at www.purchasingconnection.ca, where the official version of the RFQ is posted along with any addenda and responses to general RFI submissions made during the RFQ.

Churchill Connector: The barrier-free, primary transfer point between the Capital Line, the Metro Line and the Project, located at the Churchill Stop, at the southeast corner of Sir Winston Churchill Square as more fully described in Section 2.2.

City: The City of Edmonton.

Close of Questions: shall mean the last date upon which Respondents can submit an RFI, as set in Section 1.3.

Closing Time: shall mean the date and time as included in Section 1.3 by which time the Submission must have been received by Materials Management at the submission location as detailed in Section 1.

CN: Canadian National Railway Company.

Common Ownership or Management: shall have the meaning assigned under Section 3.3.

Conflict of Interest Adjudicator, or COI Adjudicator: an independent individual that may be retained by the City to provide a final decision on any perceived, possible or actual conflicts of interest or unfair process advantage issues throughout the Project Procurement Process as nominated at the discretion of the City in accordance with Section 1.6.

Contact Person: shall mean the City’s designated point of contact for the RFQ as detailed in Section 1.

CP: Canadian Pacific Railway Limited.

CTP: ConnectEd Transit Partnership, the brand name of the Owner's Engineer team (AECOM and subconsultants).

EISA: Environmental Impact Screening Assessment and Site Location study.

ETS: Edmonton Transit System.

Fairness Monitor: shall mean the individual or firm as set out in Section 1.5 and have the meaning assigned under Section 1.5.

FOIP: Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25.

Government of Alberta P3 Model: The process and evaluation practices typically followed for P3 projects by the Government of Alberta.

Key Individual(s): shall mean those individuals of the Respondent that are requested as part of the Submission requirements in Appendix B and for whom a detailed resume is required. The Key Individuals include:

- 1) Team Leader;
- 2) Finance Manager;
- 3) Design Manager;
- 4) Systems Integration Manager;
- 5) Chief Architect;
- 6) Construction Manager;
- 7) Asset Manager; and
- 8) Operations Manager.

KPI: Key Performance Indicator.

Lands: all land interests required to support the Project as described in Section 2.3.5 (c).

LRT: Light Rail Transit.

LRT Governance Board: the Project oversight board created under City Bylaw 15659 and whose mandate is also disclosed as part of that Bylaw and includes members of the private sector community.

LRV(s): Light Rail Vehicle(s).

Mandatory Requirements: shall mean the requirements that must be followed as per Section 5.2.3.

Materials Management: the City's Materials Management Branch.

NPV: Net Present Value.

O&M: Operations and Maintenance.

OMF: The Gerry Wright Operations and Maintenance Facility.

Preferred Proponent: the qualifying Proponent that is deemed to have the lowest priced Proposal (on a NPV basis) for a compliant technical solution determined during the RFP.

Project: Valley Line LRT – Stage 1.

Project Agreement: the draft contract document that will be attached to the RFP and that will be utilized to affect the P3 transaction structure, once in final form.

Project Co: the special purpose corporate structure adopted by the Proponent to allow for the execution of the Project Agreement in the furtherance of the transaction structure and P3 approach.

Project Manager: The City individual within the LRT Design and Construction Branch with responsibility for leading the Project team.

Project Procurement Process: The combined process utilized to select a Preferred Proponent and execute the Project Agreement in accordance with the City’s objectives for pursuing the delivery of the Project as a P3. It shall include the RFQ, the RFP and the commercial and financial close phase.

Proponent: a firm, company, partnership, corporation, individual or consortia of the same, which is participating in the preparation of a single Proposal as part of the RFP as a consequence of being shortlisted during the RFQ.

Proposal: means the Proponent’s detailed technical and financial submissions that it shall create in response to the RFP and which shall be evaluated by the City to determine the Preferred Proponent.

Public-Private Partnership, or P3: the delivery model that the City has retained for the Project, which includes the design, construction, vehicle supply, partial financing, operations and maintenance of the Project over a 35 year term horizon.

RAM: Reliability-availability-maintainability analysis.

Relationship Review Committee: a committee of City staff and advisors formed for the purpose of reviewing, and providing Respondents with feedback regarding any relationship disclosures, conflict of interest disclosures, Common Ownership or Management disclosures or other such disclosures of that nature, made by a Respondent or Proponent during the Project Procurement Process.

Respondent: a firm, company, partnership, corporation, individual or consortia of the same, which is leading the preparation of a Submission as part of the RFQ.

Respondent Lead Representative: the Team Member that is designated by the collective Respondent Team Members as the representative for the Respondent in accordance with Section 4.5.

Restricted Party(ies): shall mean those parties listed in Section 1.4.

Request for Information, or RFI: a question, inquiry or request for more information about the procurement phase or the procurement documents.

Request for Proposal, or RFP: the procurement document and procurement phase (used interchangeably) that will be utilized to determine the Preferred Proponent of the Project Procurement Process.

Request for Qualification, or RFQ: shall have the meaning set out in Section 1.2 and shall also mean the procurement phase (used interchangeably) that will be utilized to determine the shortlist of Proponents to participate in the RFP.

RFQ Documents: shall have the meaning assigned in Section 1.2.

River Valley: shall mean the geological valley through which the North Saskatchewan River flows and more specifically referred to as the section of the proposed Project alignment that crosses the North Saskatchewan River along the existing Cloverdale Pedestrian Bridge alignment that will be called the Tawatinâ Bridge.

ROW: right-of-way.

Submission: means the Respondent's detailed information package that it shall create in response to the RFQ and the requirements set out in Section 4 and Appendix B and which shall be evaluated by the City in accordance with Section 5.

Sustainable Urban Integration, or SUI: the design philosophy under which the reference design and public consultation process for the Project has been undertaken and as more fully described in Section 2.2.4.

Team Member: shall mean any Person providing an equity investment or equivalent ownership commitment to the Respondent in respect of the Project and any Person who is named by the Respondent in its Submission for the purpose of evaluation and scoring by the City as provided for in Section 5. Team Members can only be involved in the Submission of one Respondent.

Technical Performance Requirements, or TPR: the Project's output specifications including the contractual technical performance requirements that Project Co must adhere to for the Project.

TVM: Ticket Vending Machine.

VLS: Valley Line Submission.

APPENDIX B – DETAILED SUBMISSION REQUIREMENTS

The following sections set out the requirements for the Submission in detail.

Unless expressly stated otherwise under each individual section, where a requirement is expressed for project experience, then the Respondent should provide project examples within the main body of the Submission and, subject to the page count restriction in Section 4.3, include the following information: a project description, the client, the role played by the Team Member or Respondent, dates of involvement, capital value of project, any Key Individuals involved and the role they played in that project, reference contact details (including name, role, phone number) and any challenges or lessons learned on the project in question. Please note, where references are non-contactable within the evaluation timeframe the project experience may not be fully scored.

Of the project experience to be provided, ensure that the proportion of projects provided are matched to the degree of responsibility and involvement of the Team Member. Project experience that covers only one Team Member that has a relatively minor proposed role in the Project may not receive full scoring.

In addition, unless expressly stated otherwise under each individual section, where a requirement is expressed for Key Individual(s) resumes, then the Respondent should provide such resumes as an appendix to that specific section. Resumes should outline each Key Individual’s professional qualifications/designations, summary of education, and relevant experience to the Project. The Respondents should provide information within that resume of each Key Individuals’ involvement and role (if any) on the project examples and experience cited as part of the Submission also.

B 1 Additional Process Requirements

The Submission should:

- include a duly completed copy of the Acknowledgement Form – Appendix D signed by the Respondent Lead Representative as set out in Section 4.5;
- include duly signed letters by individuals with the delegated authority to bind each Team Member. Such letters to explicitly state and acknowledge the Respondent Lead Representative’s delegated authority to bind that Team Member for the purposes of this Project and participation in the RFQ; and the Team Members willingness to participate in the Project Procurement Process; and the Team Members acknowledgement that they have read and agree to the terms of the RFQ;
- provide the name and contact details of a single primary contact person for all future communications between the Respondent and the City. Also provide the name of a secondary contact in the event the primary is not available. These persons will be the sole contacts for the purposes of this RFQ; and
- contain evidence of all Submission Requirements being met by including the Submission Checklist as available at Appendix G.

B 2 General**B 2.1 Introduction Letter**

Introduce the Respondent and provide a summary of the key features of the qualifications of the Respondent in its area of expertise.

B 2.2 Respondent Organization and Your Advantage

The Submission should include:

- a) a full description of the Respondent and the allocation of responsibilities for the delivery of the various aspects of the Project, in sufficient detail to explain how the Respondent is organized and its principal areas of business. The description should be in sufficient detail to demonstrate how the Team Members, Key Individuals, staff, organization and financial resources ensure the ongoing ability to provide timely and professional services to the City in the delivery of the Project and over the full Project Agreement term;
- b) a full listing of all named parties (individuals and firms) included in the Submission. Such listing should include the proposed role and level of that party within the context of this Project;
- c) proposed joint ventures, consortiums or partnerships, including details of any joint venture, consortium or partnership that may be used to complete the Project. The Respondent should provide an organizational chart(s) of the Respondent's Team Members and the internal relationships between each Team Member and the City, as well as the equity investment percentages of each individual Team Member (where applicable) and the risk allocation, percentage of total work load for each Team Member for the activities under its responsibility (design, construction, systems integration, SUI, operations, maintenance, other to specify by Respondent) and authority for key functions of Team Members;
- d) summary of the corporate history of the Respondent and Team Members including the full legal name of the company (or other legal entity), company address, name of the President, the date the company started business, total revenues and the total number of employees;
- e) Respondents should demonstrate its organizational approach to supply chain management and approach to structuring/management of suppliers, subcontractors and service provider arrangements;
- f) a description of the Respondent and Team Members approach to, and policies relating to, Corporate Social Responsibility for the Project; and
- g) the internal decision making and dispute resolution structure for the Respondent.

The Respondent Lead Representative and Team Members that form the Respondent should be clearly listed in the Submission.

Where the Respondent anticipates that additional Team Members will be added to the Respondent following the shortlisting as a Proponent, the Respondent should indicate how and when the Respondent intends to add such Team Members. No Team Member is to be listed as part of the Respondent unless

they have formally consented in writing to be so listed in the Submission (which written consent must be produced in accordance with Section B 1).

The Respondent should describe its competitive advantage that results from the composition, structure, organization and approach of its Team Members, Key Individual, suppliers, subcontractors and service providers.

B 2.3 *Integrated Project Management Approach and Experience*

The Respondent should outline its ability and proposed methodology to implement an integrated project management approach for large scale complex capital projects (P3 and otherwise). Such an approach would demonstrate how no one discipline (design, construction, operations etc.) will work in isolation of the other and will address the views of the Respondent in terms of critical considerations to be made during all Project phases.

The Respondent should also provide 3 projects where they have or individual Team Members have, implemented the integrated project management approach as described.

Respondents should provide a resume for the Key Individual assigned to the following role for the Project:

Team Leader: that Key Individual that has day-to-day responsibility for ensuring that Project Co fulfills its on-going obligations to the City as specified in the Project Agreement through the entire term of the Project Agreement and is also responsible for:

- managing the Project Co relationships with its subcontractors;
- on-going communications with the City; and
- communications with key stakeholders.

B 3 Financing**B 3.1 Approach to Financing the Project**

The Respondent should briefly-articulate its preliminary assessment for the approach to partially financing the Project in accordance with the proposed transaction structure outlined in Section 2.3. The Respondent should detail any challenges and issues currently assessed to the success of the proposed approach to financing. The Respondent should also detail the methodology for identifying, evaluating and selecting equity contributors or debt financing providers. The Respondent should also describe its current relationships with the financial community and which among them may be well suited, in the Respondents opinion, to provide financing for the Project.

The Respondent should reiterate the proposed equity contributions of any of its Team Members.

The Respondent should also outline how it foresees the financing structure for the Project, including but not limited to the sources of financing and proportions of debt and equity. The Respondent should also propose suggestions on how to achieve best value-for-money for the Project with regards to its financing structure.

B 3.2 Experience of Financing Projects and Key Individual Experience

The Respondent should include 3 projects that evidence the following:

- experience of raising P3 finance, in particular for projects of a similar scope and size to the Project;
- experience of the approach outlined in response to Section B 3.1 and the level of success previously achieved (and what has determined the Respondent's opinion of that level of success); and
- experience of any challenges with the project financing, as well as lessons learned from the project examples.

The Respondent should provide a resume for the Key Individual assigned to the following role for the Project:

Finance Manager: the Key Individual that is responsible for developing the financing plan and for the arrangement of the private financing requirement of the Project. The financing plan may include both equity and debt and would address the financing requirements during both the design and construction and the operations and maintenance phases of the Project.

B 4 Design

B 4.1 Organization of Design Team Members, Team Member Experience, Capacity and Depth

Describe the organization of the Team Members involved in the Project design, and the roles and responsibilities and the proportionate responsibilities (including percentage allocations) of each such Team Member (including equity participation if applicable). Respondents should provide an organizational chart detailing the various relationships and lines of reporting for the organization of the Team Members involved in delivering the design component.

Describe the collective capacity and depth of resources between the Team Members for delivering the design requirements of the Project, particularly in the context of the Key Individuals proposed and the roles they play in the Project. For example, please provide details of the number of Chief Architects of similar experience and qualifications that reside with the Team Members and so may be offered as a replacement for the Key Individual in the future (if required).

Describe the proposed approach to ensuring general labour availability, including that of Key Individuals.

The Respondent should include 3 projects that evidence Team Member experience in the following:

- designing LRT systems (preferably urban, low-floor systems), which include one or more of the following features: embedded track, dedicated lanes on streets, signal coordination and pre-emption, and LRT operations in close proximity to businesses and residences;
- designing such LRT systems as are requested for this Project, which operate in the range of weather conditions experienced in Edmonton;
- designing LRT systems which embody high levels of the SUI concepts and principles;
- designing to low-floor LRV specifications that consider both LRV performance and life cycle costs;
- coordinating systems engineering and systems integration for LRT systems including requirements management, configuration management, interface management, RAM analysis, safety assurance and certification, and integration testing and demonstration;
- coordination and liaison with key external stakeholders, including but not limited to operating, regulatory, and permitting agencies; and
- working together as an integrated design team and wider Respondent team.

For clarity, the City is not requiring that the Respondents submit qualifications of an LRV supplier as part of the Submission. The City will require such submissions as part of the RFP only. The experience requested above relates to LRT systems design for components other than LRVs.

B 4.2 Team Organization and Key Individual Experience

Describe the organization of each individual Team Member involved in the design of the Project, and the roles and responsibilities of each Key Individual. Respondents should provide an organizational chart

detailing the internal Team Member structure(s) and various relationships and lines of reporting between the Team Members and Key Individuals.

Respondents should provide a resume for the Key Individual assigned to each of the following roles for the Project:

Design Manager: that Key Individual that is responsible for managing and coordinating all of the design work completed by Project Co and reports directly to the other discipline leads as part of Project Co insofar as it relates to the design development.

Systems Integration Manager: that Key Individual responsible for implementing and managing all system engineering processes to ensure that the multi-discipline works and subsystems, when integrated, will produce an LRT system that meets the technical performance and safety objectives of the Project. The system engineering processes shall include such items as requirements management, configuration management, interface management, RAM analysis, safety assurance and certification, and integration testing and demonstration.

Chief Architect: that Key Individual responsible for developing, implementing and integrating the SUI principles and architectural considerations into the full Project design and more broadly tasked with ensuring those principles are carried through to detailed design and construction. Such Key Individual will be instrumental in ensuring that the Respondents design solution meets and exceeds the City's expectations for SUI for the Project and will be integral to the successful completion of the RFP.

B 4.3 Approach, Key Issues and Risk Identification

From a design perspective, provide a detailed description of the proposed approach to the Project.

Respondents should also detail any key issues or risks it has identified and propose approaches to mitigate or eliminate those issues and risks.

The approach description shall include, but is not restricted to the items listed below. When explaining the approach, Respondents are encouraged to discuss examples of past approaches and experiences which have informed the proposed approach to the Project. Specifically, Respondents are requested to provide details on each of the following items:

- a) the design approach to minimizing overall capital, life cycle, and operational costs;
- b) the design approach to systems engineering, including testing, acceptance, certification, and commissioning;
- c) the approach which the Respondent will use to manage scope change resolution throughout the Project; and
- d) the Respondent's proposed QA/QC plan.

Respondents should also include responses to the following:

- a) list and discuss any identified technical and project management challenges and lessons learned specific to the final design for the Project; and

- b) the mitigation strategies which the Respondent would employ to address these challenges and associated lessons learned.

B 4.4 Approach to SUI

The Respondent should outline its approach to implementing the SUI principles and ensuring alignment with the City's vision for SUI. In addition the Respondent should include:

- a description of the Chief Architect's vision for implementing the SUI principles and facilitating the City's public art objectives and the proposed approach/methodology to acting as a design advocate within a large scale engineering project in an urban context; and
- the approach which the Respondent will use to manage scope change resolution throughout the Project in the context of continuing to meet the Respondent's SUI obligations.

B 5 Construction**B 5.1 Organization of Construction Team Members, Team Member Experience, Capacity and Depth**

Describe the organization of your Team Members that are involved in the construction of the Project, and the roles and responsibilities and the proportionate responsibilities of each such Team Members (including equity participation if applicable). Respondents should provide an organizational chart detailing the various relationships and lines of reporting for the Team Members involved in the construction activity.

Describe the collective Team Members capacity and depth of resources for delivering the construction requirements of the Project, particularly in the context of the Key Individuals proposed and the roles they play in the Project. For example, please provide details of the number of Construction Managers of similar experience and qualifications that reside with the Team Members and so may be offered as a replacement for the Key Individual in the future (if required).

Describe the proposed approach to ensuring general labour availability, including that of Key Individuals.

The Respondent should include 3 projects that evidence Team Member experience in the following:

- construction management and Team Member integration;
- constructing LRT systems (preferably urban, low-floor LRT systems), which include one or more of the following features: embedded track, dedicated lanes on streets, signal coordination and pre-emption, and LRT construction in close proximity to businesses and residences;
- constructing such LRT systems as are requested for this Project, which operate in the range of weather conditions experienced in Edmonton;
- constructing LRT systems in dense urban environments – including City Centres and residential neighborhoods, while minimizing adverse impacts on businesses and residents;
- construction of key features of the Project – including but not necessarily limited to: an extradosed bridge concept in a sensitive ecological environment and a tunnel in challenging soil and slope stability conditions;
- systems integration, integration testing and demonstration, preoperational testing, and safety assurance and certification for LRT systems (preferably urban, low-floor LRT systems);
- maintenance and effective management of vehicular traffic flow during construction;
- building projects within the boundaries of or adjacent to urban streets while minimizing the disruption to adjacent residents and businesses;
- coordinating the construction project with utilities and public sector agencies impacted by the construction activity;
- expertise in public involvement/communication during construction;

- delivering quality projects on time and budget;
- demonstration of work zone safety understanding and record; and
- working together as an integrated construction team and wider Respondent team.

The Respondent should separately detail its safety record with regard to the construction of similar projects.

B 5.2 Team Organization and Key Individual Experience

Describe the organization of each individual Team Member involved in the construction of the Project, and the roles and responsibilities of each Key Individual. Respondents should provide an organizational chart detailing the internal Team Member structure(s) and various relationships and lines of reporting between the Team Members and Key Individuals.

Respondents should provide, a resume for the Key Individual assigned to the following role:

Construction Manager: that Key Individual responsible for managing all of the construction work completed by Project Co, including all construction and system installation related activities for the Project, maintaining vehicular traffic during construction, construction in a constrained urban environment, coordination with other projects, and utility and public agency coordination.

B 5.3 Approach, Key Issues and Risk Identification

From a construction perspective, provide a detailed description of the proposed approach to the Project.

Respondents should also detail any key issues or risks it has identified and the proposed approaches to mitigate or eliminate those issues and risks.

The approach description shall include, but is not restricted to the items listed below. When explaining the approach, Respondents are encouraged to discuss examples of past approaches and experiences which have informed their proposed approach to the Project. Specifically, Respondents are requested to provide details on each of the following items:

- a) approach to ensuring Project schedule adherence, including methods of construction that could yield time savings (e.g. approach to winter construction);
- b) approach to integration of systems, LRVs, and other program requirements;
- c) approach to traffic management and road safety in areas with active adjacent traffic;
- d) approach to implementing an effective quality assurance program;
- e) approach to address immediate construction challenges to ensure an effective Project implementation;
- f) approach to and experience in liaising with municipalities, utility companies, government agencies and other stakeholders as required;

- g) approach to maintaining a high standard of workplace safety;
- h) approach to addressing construction impact on businesses and residences along the route; and
- i) approach to establishing an environmental management system and the implementation and monitoring of its commitments and conditions during construction including those which relate to regulatory obligations.

In addition the Respondent shall include responses to the following:

- a) list and discuss any identified technical and project management challenges and lessons learned specific to the construction of the Project; and
- b) the mitigation strategies which the Respondent would employ to address these challenges and lessons learned.

B 6 Asset Management and Preservation of Project Infrastructure**B 6.1 Organization of Maintenance, Rehabilitation and Hand Back Team Members, Collective Experience, Capacity and Depth**

Describe the organization of your Team Members that are involved in the asset stewardship, maintenance, rehabilitation and hand back of the Project, and the roles and responsibilities and the proportionate responsibilities of each such Team Member (including equity participation if applicable). Respondents should provide an organizational chart detailing the various relationships and lines of reporting for the Team Members.

Describe the Team Member capacity and depth of resources for delivering the Project, particularly in the context of the Key Individuals proposed and the roles they play in the Project. For example, please provide details of the number of asset managers of similar experience and qualifications that reside with the individual Team Member and so may be offered as a replacement for the Key Individual in the future (if required).

Describe the proposed approach to ensuring general labour availability, including that of Key Individuals.

The Respondent should include 3 projects that evidence Team Member experience in the following:

- planning and implementing life cycle maintenance management and replacement and rehabilitation programs for LRT systems (preferably urban, low-floor LRT systems);
- planning and implementing hand back programs at the end of the term of a P3 related Project Agreement or other agreement form;
- maintaining LRT systems of the nature expected for this Project, in the range of weather conditions experienced in Edmonton;
- recruiting, training, retaining and managing a maintenance work force;
- commitment to providing consistent high quality maintenance service;
- participating in the design and construction phases of Design-Build and / or Design-Build-Operate-Maintain or other related transaction structures for transit projects;
- start-up and commissioning of a rail transit service or system – preferably an LRT system or service;
- emergency planning and incident response;
- commitment to delivering high quality transit services;
- commitment to employee and customer safety and security;
- implementing and operating a maintenance management information system and an asset management system; and

- working together as an integrated maintenance, rehabilitation and hand back team and wider Respondent team.

The Respondent should detail its safety record with regard to the maintenance and rehabilitation of similar projects.

B 6.2 Team Organization and Key Individual Experience

Describe the organization of each individual Team Member involved in the asset stewardship, maintenance and rehabilitation and hand back aspects of the Project, and the roles and responsibilities of each Key Individual. Respondents should provide an organizational chart detailing the internal Team Member structure(s) and various relationships and lines of reporting between the Team Members and the Key Individuals.

Respondents should provide a resume for the Key Individual assigned to the following role for the Project:

Asset Manager: that Key Individual responsible for managing all of the LRV and alignment maintenance activities accomplished by Project Co, including development of the final maintenance management and major replacement and rehabilitation plans, scheduled routine and unscheduled emergency maintenance, major replacement and rehabilitation program implementation, and development and operation of the maintenance management and asset management information systems.

B 6.3 Approach, Key Issues and Risk Identification

From a maintenance and rehabilitation perspective, provide a detailed description of the proposed approach to the Project.

Respondents should also detail any key issues or risks it has identified and the proposed approaches to mitigation or elimination of those issues and risks.

The approach description shall include, but is not restricted to the items listed below. When explaining the approach, Respondents are encouraged to discuss examples of past approaches and experiences which have informed their proposed approach to the Project. Specifically, Respondents are requested to provide details on each of the following items:

- a) approach to maintenance, repair, and life cycle replacement (including mid-life overhaul) of LRVs, train control systems, traffic control equipment, communications, overhead catenary system, traction power and central control equipment;
- b) approach to maintenance, repair, and life cycle replacement of all station and infrastructure components of the Project as might be necessary over the term of the Project Agreement;
- c) approach to routine maintenance activities including: station stop and platform areas, ice and snow removal from wayside tracks and overhead catenary system, salting, cleaning, line painting, pavement maintenance;
- d) approach to management of unscheduled maintenance activities;
- e) approach to asset quality and performance management;

- f) approach to annual maintenance planning;
- g) approach to operational outage associated with maintenance, including emergency maintenance;
- h) approach to health and safety management of workforce;
- i) approach to environmental management in accordance with the environmental management system commitments and conditions of approvals including compliance monitoring and other sustainability features for the balance of the term of the Project Agreement post-construction; and
- j) approach to managing labour relations.

In addition the Respondent shall include responses to the following:

- a) list and discuss any technical and project management challenges and lessons learned specific to maintenance, rehabilitation and handback of the Project; and
- b) the mitigation strategies which the Respondent would employ to address these challenges and lessons learned.

B 7 Operations**B 7.1 Organization of Operations Team Members, Collective Experience, Capacity and Depth**

Describe the organization of your Team Members that are involved in delivering the operations of the Project, and the roles and responsibilities and the proportionate responsibilities of each such Team Member (including equity participation if applicable). Respondents should provide an organizational chart detailing the various relationships and lines of reporting for the Team Members.

Describe the collective Team Members capacity and depth of resources for delivering the operations of the Project, particularly in the context of the Key Individuals proposed and the roles they play in the Project. For example, please provide details of the number of Operations Managers of similar experience and qualifications that reside with the Team Members and so may be offered as a replacement for the Key Individual in the future (if required).

Describe the proposed approach to ensuring general labour availability, including that of Key Individuals.

The Respondent should include 3 projects that evidence Team Member experience in the following:

- operating LRT systems (preferably urban, low-floor LRT systems) in dense urban environments and achieving:
 - High levels of transit service and passenger satisfaction;
 - High levels of safety for transit riders and workers as well as automobile drivers and residents;
 - Low levels of disruption to automobile traffic; and
 - Low adverse impacts on residents and businesses.
- operating LRT systems (preferably urban, low-floor LRT systems) in the range of weather conditions experienced in Edmonton;
- recruiting, training, retaining and managing the operations work force;
- commitment to providing consistent high quality customer service;
- participating in the design and construction phases of Design-Build and / or Design-Build-Operate-Maintain or other related transaction structures for transit projects;
- start-up and commissioning of a rail transit service or system – preferably an LRT system or service;
- emergency planning and incident response;
- coordination and liaison with key external stakeholders – including but not limited to customers, employees, other transit operators, governing bodies, public officials, citizens impacted by the construction and operations programs, residents, and other parties;

- commitment to delivering quality transit services;
- commitment to employee, customer, automobile driver, and resident safety;
- expertise in public involvement/communication during operations;
- implementing and operating an operations planning and management information system; and
- working together as an integrated operations team and wider Respondent team.

The Respondent should detail its safety record with regard to the operations of similar projects.

B 7.2 Team Organization and Key Individual Experience

Describe the organization of each individual Team Member involved in the operations of the Project, and the roles and responsibilities of Key Individuals. Respondents should provide an organizational chart detailing the internal Team Member structure(s) and various relationships and lines of reporting between the Team Members and the Key Individuals.

The Respondent should provide resume for the Key Individual assigned to the following role for the Project:

Operations Manager: that Key Individual who is responsible for managing all of the operations activities accomplished by Project Co including development of the initial operations plan and revisions to this plan, development of operation plans for special events / incident response / emergency operations, recruitment / training / supervision of operations personnel, ensuring consistent high quality services, ensuring safety, and implementation of, and on-going utilization of, an operations reporting system.

B 7.3 Approach, Key Issues and Risk Identification

From an operations perspective, provide a detailed description of the proposed approach to the Project.

Respondents should also detail any key issues or risks it has identified and the proposed approaches to mitigation or elimination of those issues and risks.

The approach description shall include, but is not restricted to the items listed below. When explaining the approach, Respondents are encouraged to discuss examples of past approaches and experiences which have informed their proposed approach to the Project. Specifically, Respondents are requested to provide details on each of the following items:

- a) approach to delivering cost-effective, reliable revenue service operations;
- b) approach to incident identification and response to minimize service losses, including unforeseen corridor blockages or other disruption events;
- c) approach to integration and coordination with intersecting Edmonton Transit System bus and LRT services and other modes (both existing and future systems);
- d) approach to integration and coordination with Edmonton Transit System policies and procedures;

- e) approach to traffic management;
- f) approach to ensuring rider, worker, and resident safety;
- g) approach to performance monitoring;
- h) approach to annual operations planning;
- i) approach to customer service;
- j) approach to managing labour relations; and
- k) approach to pre-revenue activities including safety certification, training, operations staffing, and commissioning of the Project.

In addition the Respondent shall include responses to the following:

- a) list and discuss any technical and project management challenges and lessons learned specific to operations of the Project; and
- b) the mitigation strategies which the Respondent would employ to address these challenges and lessons learned.

B 8 Financial and Organizational Capacity***Financial Capacity***

The Respondent should provide information that validates its financial capacity to undertake the Project. Respondents should describe in some detail, its other financing commitments and/or future contingent financing commitments that are anticipated to arise over the Project's construction period and could impact on the Respondent's financial capacity in the context of the Project. The Respondent shall provide descriptions of any future anticipated change in ownership or financing structures or organization of the Team Members, or any renewals or refinancing of existing material financing sources or credit facilities, considerations of any potentially restrictive existing banking covenants and any other pertinent information to adequately evidence the Respondent and its Team Members' financial capacity to undertake the Project.

To facilitate further evidence of these matters, the Respondent shall include (where available) for each Team Member, or where a Team Member is a subsidiary to a Parent Company that has provided a Parent Company Guarantee for the Team Member explicitly for the purposes of the Project, then for that Parent Company:

- the Parent Company Guarantee Letter explicitly stating the Parent Company Guarantee in relation to the Project and the Team Member included in the Respondent to the reasonable satisfaction of the City;
- copies of the audited annual financial statements (for the 3 most recent fiscal years) and any interim statements that may be available – where the most recent statement is unaudited, please submit 3 of the most recent audited statements and the most recent unaudited statement;
- current credit rating reports;
- bank or other financial institutions, letters of reference;
- letters from insurance providers to demonstrate the ability to secure the potential insurance package for the Project scope and based on the draft allocation of responsibilities outline in Appendix C.
- a signed letter from the Chief Financial Officer (or equivalent financial authority) of the Team Member setting out, for the Team Member, its Affiliates or its Parent Company (if a Parent Company Guarantee is to be provided), a description of:
 - any off-balance sheet financings;
 - any events that may impact on future financial statements or the capital structure or in any way may present a going concern consideration that is not covered by the most recent audit opinion; and
 - any bankruptcy/insolvency matters.

The above information may be replaced with equivalent financial information satisfactory to the City to demonstrate that the Team Member has sufficient financial standing, capacity, and resources to carry out its respective role on the Project.

If, at any time following the Submission, a Respondent becomes aware of a change to the financial information required herein; that Respondent must immediately so advise the City, and indicate its proposed response to the change.

The City reserves the right to re-evaluate the Respondent's financial capacity to successfully secure or provide financing for the Project.

Organizational capacity

The Respondent shall also detail the organizational capacity of the Team Members to undertake the Project work requirements. This shall include a description of the depth and breadth of Team Member resources, particularly in relation to the Key Individual qualification requirements, as well as a description of other projects that the Respondent and/or Team Members are currently engaged on or anticipate being engaged on during the potential design and construction phase of the Project. To support this, the Respondent shall include:

- a letter from the Chief Financial Officer (or equivalent organizational authority) of each Team Member setting out a description of:
 - Current active projects in excess of \$500 million in capital value and the status thereof (including anticipated construction completion dates); and
 - Known projects in excess of \$500 million in capital value that the Respondent and/or Team Member(s) will be involved in over the next seven (7) years.

B 9 Due Diligence Information

To assist the City in completing its evaluation of a Respondent and to further assess the Respondent's capability to fully perform all Project Agreement obligations in a satisfactory manner over an approximate 35 year term, the City requires each Respondent to submit the following information for each Team Member regarding; relevant project default claims experiences; substantial adverse court judgements or arbitration awards; regulatory investigations, charges or sanctions; and occurrences of disqualifications or exclusions by any public authority or organization from the right or opportunity to participate in a competitive procurement process.

This information will be evaluated as a pass/fail component. The City may also take into account this Due Diligence information, and any supplemental or related information the City may acquire through its own collateral or independent investigations or enquiries, in carrying out its evaluation and scoring of the Respondent's financial and operational capacity and experience in those areas or categories outlined in Section 5.2.2.

For due diligence purposes the Respondent shall detail, for each Team Member, through a jointly signed letter from the respective Chief Executive Officer and Chief Legal Officer (or equivalent organizational authority), the following information relating to the Respondent and Team Members' history of project defaults, and material litigation and claims and how these instances were addressed, mitigated or dealt with:

- a) In the last 5 years, has any Team Member or any persons that control them become bankrupt or insolvent, or made any filing or taken any other step to seek protection from creditors under bankruptcy and insolvency legislation?
- b) In the last 5 years, has any Team Member defaulted or failed to comply in any material respect with any of their substantial financial obligations? For the purposes of this submission requirement, "substantial" means a financial obligation that equates to 5% of the Team Member's Net Assets value.
- c) In the last 5 years, has the credit rating of any Team Member been significantly impacted or downgraded? For the purposes of this submission requirement, "significant" refers to a downgrade of two or more rating categories in a 12 month period.
- d) In the last 5 years, has any Team Member terminated or changed auditors or engaged in any material disputes over accounting policies and practices with their external auditors or accounting advisors? If so, please describe the change or in the case of a dispute, the nature of the dispute, the accounting or audit practice that the dispute was about, and how it was resolved.

Securities and Public Disclosure:

- a) Has any Team Member been accused by an official regulatory authority, or charged with, violating or has been found to be in violation of any security laws, or regulations, including public disclosure requirements, in the last 5 years? If so, provide details.

- b) Has any director, senior officer, or employee of any of the Team Member been accused by an official regulatory authority or charged with violating or been found in violation of any security laws, rules, or regulations in the last 5 years? If so, provide details.

Ethical Corporate Practices

- a) Have there been any human rights complaints, judgements or orders, filed against any Team Member in the last 5 years? If so, provide details.
- b) Has any Team Member received judgments or orders for unfair labour practices in the last 5 years? If so, provide details.
- c) Has any Team Member, or any director, senior officer, or employee of any Team Member, been charged or investigated or sued in relation to alleged or proven corrupt practices, such as unlawful facilitation payments, bribes, collusion, conspiracy, bid rigging, fraud, or similar activities in any part of the world that would be illegal in Canada. If so, provide details on the corrupt practices, and the outcome of each instance.
- d) Has any Team Member been found to have breached the Code of Conduct (or similar) of a customer or client or the procurement rules, terms or conditions of any owner or procurement agency. Has any Team Member been disqualified from ongoing participation in a procurement process on the basis of such non compliance or breach?
- e) Has any of the Team Member received notice in the last 5 years from any regulatory authority indicating that they are in violation of any privacy laws or other laws regulating the use or disclosure of personal information, or that they are under investigation for possible violations of any privacy laws or other laws regulating the use and disclosure of personal information?

Adverse Proceedings

- a) Has any Team Member received notice in the last 5 years from any regulatory authority (including any securities, tax, trade, anti-trust, privacy, or labour or workplace authority) asserting that it is in violation of laws regulating its business operations or that it is under investigation for possible violations of laws regulating its business operations or subject to an external audit or other form of compliance review? If so, provide details.
- b) Has any Team Member become subject to any enforcement order, injunction, or any other directed mandatory order of any court or governmental authority in the last 5 years? If so, provide details.
- c) Has any Team Member been named in any litigation or arbitration dispute in the last 5 years in connection with a major construction project (capital cost value of more than \$100M) where the Team Member has been alleged to or has been found to have breached or defaulted in the performance of its contractual obligations?
- d) Has any Team Member experienced in the last 5 years, actual or alleged defaults or breaches of a material customer or supplier contract, or project agreement? If so, describe. For the purposes of this question “material” means a single claim in excess of \$50M.

Safety and Environment

- a) Has any Team Member been cited, charged, prosecuted or investigated in Canada or elsewhere for an occupational health and safety non-compliance, or suffered any reportable serious (involving potentially serious bodily injury, harm or death) safety or occupational health incidents, in connection with a construction project in the last 5 years? If so, provide details.
- b) Has any Team Member been issued with a stop order by a Government regulatory agency in connection with a construction project in the last 5 years? If so, provide details.
- c) Has any Team Member been cited, charged, prosecuted or investigated in Canada or globally for an environmental incident in connection with a construction project in the last 5 years? If so, provide details.

Respondents should be aware, that the details provided in response to this section are to substantiate both the profile and organization detail as well as the project experience detail that is submitted as part of other sections.

Should the City become aware that any of the items identified in this Submission requirement impact the Respondent and the Respondent has failed to submit the information under this Submission requirement, the City reserves the right to immediately disqualify the Respondent from the Project Procurement Process.

STOP

WYNDING

MILL WOODS
TOWN CENTRE

ETS



Next Stop: Woods

APPENDIX C – RISKS AND RESPONSIBILITIES ALLOCATION MATRIX

This table presents a general allocation of responsibilities and risks between the City and Project Co. The more detailed allocation of responsibilities in the contractual drafting of the Project Agreement may bring nuances to the level of allocation of responsibilities between the parties that is shown here. Inherent in this allocation matrix is that Project Co will be responsible for adherence to the Project budget and schedule subject to the manifestation of public sector retained risks.

#	Key risks and responsibilities	City	Project Co	Shared
1.	Design & Construction Phase			
	Design		✓	
	Construction of infrastructure		✓	
	Vehicle supply		✓	
	Land acquisition	✓		
	Utility relocation			
	<ul style="list-style-type: none"> • Before financial close • After financial close 	✓	✓	
	Gerry Wright Operations and Maintenance Facility			
	<ul style="list-style-type: none"> • Infrastructure and equipment • Activities surrounding the pipeline crossing the site 		✓ ✓	
	Supply and installation of ticket vending machines (“TVM”)			
	<ul style="list-style-type: none"> • Specification of supplier and supply of TVM • Installation of TVM • Base Construction and conduit installation within right-of-way 	✓ ✓	✓	
	Bus network connections / interfaces (see note 1)			
	<ul style="list-style-type: none"> • Bus infrastructure in Project Co’s right-of-way • Other bus infrastructure 	✓	✓	
	Environmental and other permits and approvals		✓	
	Contamination:			
	<ul style="list-style-type: none"> • Disclosed • Undisclosed 	✓	✓	
	Geotechnical Site Conditions			
	<ul style="list-style-type: none"> • General Corridor • River Valley • Tunnel & Slope Stability 		✓	✓ ✓
	Stakeholder communications		✓	
	Testing & commissioning		✓	
2.	Operations & Maintenance Phase			
	Within Project Co’s right of way (“ROW”) - Operations and Maintenance of:			
	<ul style="list-style-type: none"> • LRT civil infrastructure • LRT signals/systems • Roadway signals/systems within the LRT ROW (see note 2) • LRVs (see note 3) 		✓ ✓ ✓	✓

#	Key risks and responsibilities	City	Project Co	Shared
	<ul style="list-style-type: none"> Roadways and Drainage component Landscaping Snow removal: <ul style="list-style-type: none"> Track alignment Roadways and sidewalks: <ul style="list-style-type: none"> where the LRT is in-street where the LRT is not in-street Stations / stops		<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ 	
	Outside the Project Co's ROW - Operations and Maintenance of: <ul style="list-style-type: none"> Roadway signals/systems Roadways and Drainage component Landscaping 	<ul style="list-style-type: none"> ✓ 		<ul style="list-style-type: none"> ✓ ✓
	Fare setting and collection	✓		
	Energy: <ul style="list-style-type: none"> Consumption Inflation 	<ul style="list-style-type: none"> ✓ 	<ul style="list-style-type: none"> ✓ 	
	Activities surrounding the pipeline at the OMF		✓	
	Davies park & ride and transit centre maintenance		✓	
	Mill Woods transit centre maintenance	✓		
	Marketing the LRT service	✓		
	Developing the service timetable	✓		
	Bus network connections / interfaces (see note 1) <ul style="list-style-type: none"> Bus infrastructure in Project Co's right-of-way Other bus infrastructure 	<ul style="list-style-type: none"> ✓ 	<ul style="list-style-type: none"> ✓ 	
	Advertising	✓		
	Retail activities at stops	✓		
	Policing and fare enforcement	✓		
	Safety of System		✓	
	Damage to Project			✓
	Communications with the public concerning general transit information			✓
	Complaint Management			✓
	City transport policy	✓		
	Ridership Volumes	✓		
	User satisfaction		✓	
3.	Finance and other			
	Financing (partial/total)			✓
	Inflation: <ul style="list-style-type: none"> During construction period During operating period Differential inflation during operating period 	<ul style="list-style-type: none"> ✓ 	<ul style="list-style-type: none"> ✓ ✓ 	
	Change in Law			✓
	Force Majeure			✓

NOTES:

- 1) When the LRT is in a road ROW, the bus infrastructure to be built and maintained within the road ROW will be generally under the responsibility of Project Co.
- 2) The roadway signals/systems within the LRT ROW will be designed, constructed and maintained by Project Co. The City will operate the roadway signals/systems.
- 3) For the avoidance of doubt, Project Co is required to provide a work force for all obligations associated with the Operations and Maintenance phase of the Project including maintenance staff and LRV operators.

APPENDIX D – ACKNOWLEDGMENT FORM

Respondent Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Telephone: _____ Fax: _____

Website: _____ GST#: _____

Primary Contact: _____ Office: _____

Email: _____ Mobile: _____

Alternate Contact: _____ Office: _____

Email: _____ Mobile: _____

Team Members (list all Team Members of the Respondent): _____

By signature below, the Respondent hereby acknowledges that:

- 1) it understands and agrees with the RFQ;
- 2) it has thoroughly reviewed the information contained in this RFQ and has addressed the documents making up this RFQ, including all appendices as may be listed, and any amendments or addenda thereto;
- 3) it has attained all required letters of consent from its Team Members and have included them with this form;
- 4) it has disclosed any and all relationships that pose a conflict of interest, there is no common ownership or management with other Respondents, and collusion did not occur in the creation of this Submission; and
- 5) it represents that the information is true and accurate to the best of its knowledge.

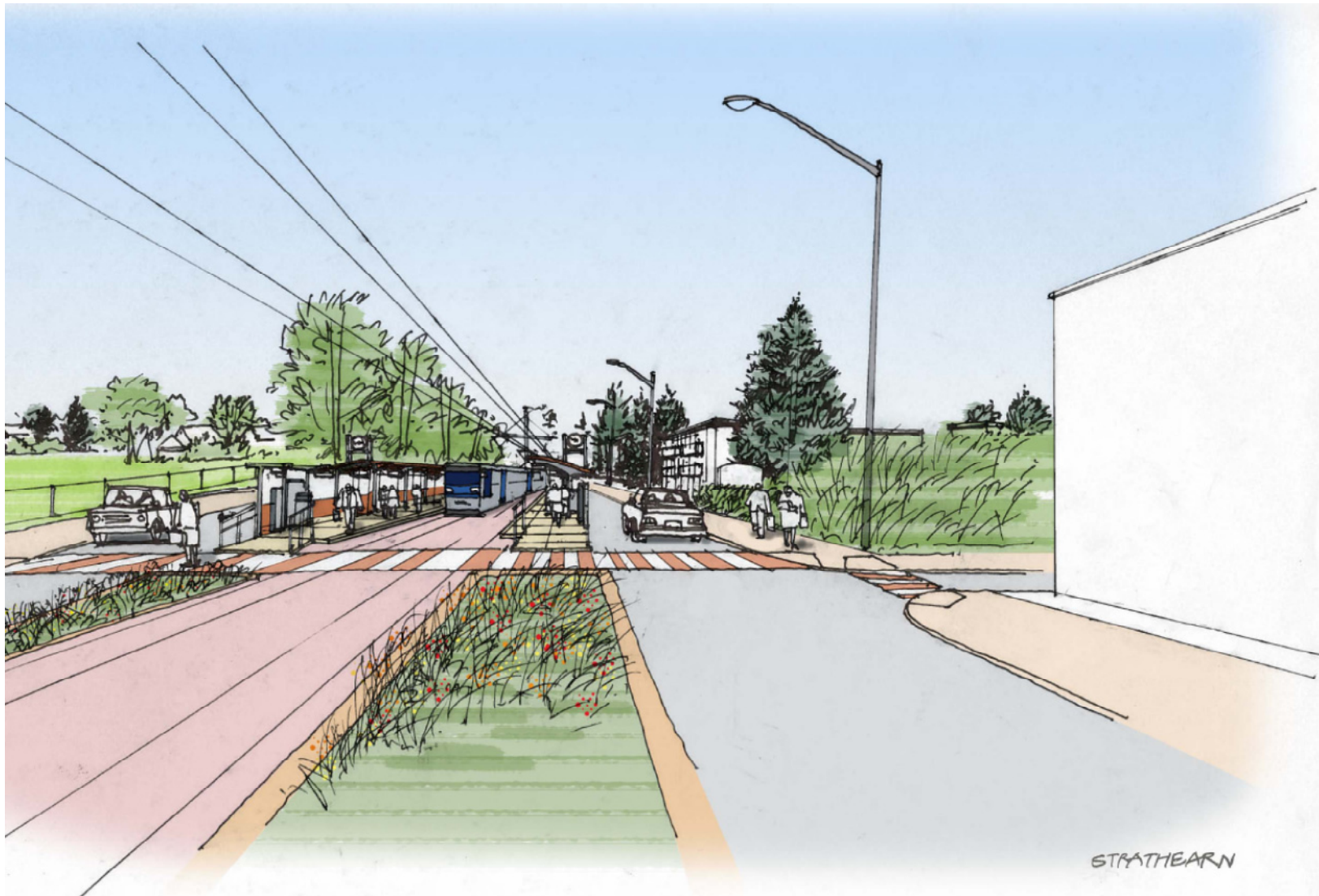
 Print Name

 Title

 Signature

 Date

(Detach this page and return with your Submission)



APPENDIX E – RFI TEMPLATE

Request Number: RFI - _____

Date _____

Request for Information:

Respondent:	
Date Submitted:	
Request:	

Confidential RFI: Request contains commercially sensitive or confidential information

APPENDIX F – CONFLICT OF INTEREST AND COMMON OWNERSHIP DECLARATION FORM

The undersigned has been designated as the Respondent Lead Representative and hereby confirms that enquiries have been made of the Team Members of the Respondent to ascertain any known relationships between our Team Members and the City, the Restricted Parties, other known Respondents and their Team Members and known Affiliates of the foregoing and the disclosures required to be made pursuant to Sections 3.2 and 3.3 of this RFQ are as follows:

Respondent:		
Date Submitted:		
Declaration Number	Name of Restricted Party or Declared Conflict of Interest Party	Details of the Nature of the Respondent's or Respondent Team Member's Relationship (or Proposed Relationship)

Declaration Number	Identified Common Ownership or Management	Details of the Nature of the Respondent's Common Ownership relationship (or Proposed Relationship)

Please add additional rows as necessary.

Print Name

Title

Signature

Date

APPENDIX G – SUBMISSION CHECKLIST

Submission Requirements	Included Check	Respondent Submission Section Reference
Part A: 21 Copies, 1 marked “Original”, 20 marked “Copy”; plus 2 Electronic Copies		
Acknowledgement Form and Team Member Letters of Authority		
Primary and Secondary Contact Names and Details supplied		
Full listing of all named parties (individuals and firms) included in the Submission.		
General Section requirements		
Financing Section requirements		
Design Section requirements		
Construction Section requirements		
Asset Management and Preservation of Project Infrastructure requirements		
Operations Section requirements		
Part B: 6 Copies, 1 marked “Original”, 5 marked “Copy”; plus 2 Electronic Copies		
Financial and Organizational Capacity Requirements		
Due Diligence Information		

Note: This checklist is not meant to be exhaustive. It is each Respondent’s responsibility to ensure that all information requested in this RFQ, including in its addenda, is included in each Respondent’s submission.

APPENDIX H – CITY OFFICES AND AFFILIATED ENTITIES

There are a number of City offices and Affiliates of the City that Respondents may require information, approvals or support services from in connection with Respondent's investigation, assessment and possible submission of a Proposal or the completion of the Project should Respondent become the successful Proponent. The purpose of this Appendix H is to provide Respondents with certain background information and general guidance regarding the communication and engagement protocols that should apply during the course of this procurement process with respect to these City departments and entities.

- 1) **Restricted Parties.** Respondents should assume that unless otherwise noted in this Appendix or an Addenda, all City departments, branches, offices and Affiliates will be treated as *Restricted Parties* for the purposes of this RFQ. The City will consider in its sole discretion proposals from Respondents for possible exceptions to this rule.
- 2) **City Organization.** The City is comprised of various departments, branches, and offices. A complete description of the City organization can be found at http://www.edmonton.ca/city_government/city_organization/departments-branches.aspx. For reference, Attachment H-1 provides brief descriptions of City offices and their expected involvement in the Project (as applicable).
- 3) **Edmonton Police Service.** Edmonton Police Service is a municipal police force governed by the Edmonton Police Commission. Although it is funded by the City, Edmonton Police Service operates independently from the City. For the purposes of the Project Procurement Process, Edmonton Police Service is considered an Affiliate of the City.
- 4) **Edmonton Economic Development.** An Affiliate of the City that provides leadership for economic growth in the Edmonton region. Edmonton Economic Development manages the Shaw Conference Centre and enriches the Edmonton Research Park.
- 5) **EPCOR Utilities Inc and Affiliates.** EPCOR Utilities ("EUI") is a wholly owned subsidiary of the City. EUI is managed and directed by a separate Board of Directors, none of whom are members of Edmonton's City Council or employees of the City. EUI has several Affiliates which are relevant to the Project:
 - EPCOR Distribution & Transmission Inc. ("EDT") is a regulated distributor and transmitter of electrical energy and the franchise holder for electrical energy distribution in Edmonton. As part of the Project, Proponents will be required to negotiate agreements with EDT for electrical energy connections as well as possible utility relocations. As a regulated utility, EDT is required to comply with strict protocols restricting the sharing of information and resources with its non-regulated affiliates².
 - EPCOR Water Services Inc ("EPCOR Water") provides water and wastewater services and is the franchise holder for water services and wastewater treatment services in Edmonton. As part of the Project, Proponents will be required to negotiate agreements with EPCOR Water for water connections as well as possible utility relocations. As an Affiliate of EDT, EPCOR Water complies with strict protocols restricting the sharing of information with its affiliates.

² EDT is required to comply with the *Code of Conduct Regulation* AR 160/2003 under the *Electric Utilities Act* (Alberta) and the EPCOR Inter Affiliate Code of Conduct.

- EPCOR Technologies (“ETECH”) is an “integrated engineering, construction & maintenance firm³” which provides these services to the City under the “Transportation System Electrical Services Agreement.”
- 6) **City Affiliates that are not Restricted.** The City has determined at this time that the following Affiliated entities are not restricted either for: (a) direct access or communication reasons; or (b) for participation in Proposal reasons as more fully explained below. Proponents may contact the following Affiliates as outlined below:
- EDT and EPCOR Water – Proponents will be able and required to directly make enquiries and appropriate arrangements with EDT and EPCOR Water for utility relocations and connections relating to electric energy and water services for the Project. Specific contacts with EDT and EPCOR Water will be provided as part of the RFP.
 - ETECH – Respondents or Team Members are not restricted from entering into commercial arrangements with ETECH, provided the requirements of paragraph 8 below are satisfied.
- 7) **Communication Protocols.** Except as noted above, all communications with and all dealings with the City and its Affiliates during the Project Procurement Process are to be directed through the Contact Person.
- 8) **Protocol Requirements for Proposal Participation.** As noted above, ETECH will not be treated as a Restricted Party and will be available to enter into commercial arrangements with one or more Respondents or Team Members to provide services in respect of a Submission, Proposal or the Project provided the Respondent notifies the Contact Person in writing of the proposed engagement and includes in the written notice:
- a) a brief description of the scope of services to be provided by, and the level or nature of participation of ETECH in the Respondent’s Submission, including a description of any involvement by or support of ETECH in relation to its participation in the Submission by another EPCOR entity;
 - b) confirmation of whether ETECH is entering into or has entered into an exclusive arrangement with the Respondent or any of its Team Members;
 - c) if ETECH has not been engaged on an exclusive basis with the Respondent or any of its Team Members, a description of the safeguard measures and protocols that have been established by the Respondent to protect confidential Submission information and manage potential conflicts of interest that could arise if ETECH were to be engaged by another Respondent;
 - d) ETECH’s confirmation by way of letter or email that it will also establish appropriate safeguard measures and protocols to ensure that no confidential information that ETECH may hold or possess or possibly have access to in relation to the Project, including in respect of any information regarding another Submission to any Respondent, is transmitted or communicated by ETECH to the Respondent or its Team Members;
 - e) an acknowledgement that the City reserves the right to require that additional safeguard measures or protocols be adopted by the Respondents or ETECH where warranted in the circumstances to properly protect confidential information and manage possible conflict or fairness issues or concerns;

³ From EPCOR website at <http://corp.epcor.com/electricity-solutions/ages/about.aspx>.

- f) an acknowledgement that the City reserves the right in the interests of a transparent procurement process to make a general disclosure (without details) to the other Respondents, of ETECH's involvement with the Respondent and its Submission;
- g) a confirmation from Respondent that it has been advised by ETECH that its decision to participate with the Respondent in respect of its Submission was made without any direction or involvement of another EPCOR entity;
- h) an acknowledgment from the Respondent that the participation of ETECH in the Respondent's Submission will not be factored into or taken into account in any way (positively or negatively) in the evaluation of Submission; and
- i) an acknowledgement that ETECH cannot commence providing any services or participate in any way with the Respondent in the discussion or preparation of its Submission until the City or the Contact Person has provided the Respondent with written confirmation that the City has determined that the Respondent and ETECH have satisfied the foregoing requirements.

Attachment H-1**City Offices**

- 1) *Office of the Mayor and Councillors.* This office provides support for the 12 elected City Councillors and one Mayor which comprise the City's municipal Council under the Municipal Government Act (Alberta). The City's municipal Council is the final approving authority for the award of the Project Agreement.
 - a) *LRT Governance Board.* This is a committee created by Bylaw 15659 whose members have been appointed by Council. The LRT Governance Board is a committee of Council with a mandate to oversee the procurement, development, design and construction of the Southeast and West Light Rail Transit projects. Minutes and Agendas for LRT Governance Board meetings are available at http://www.edmonton.ca/city_government/council_committee_meetings/lrt-governance-board-documents.aspx.
- 2) *Office of the City Manager*
 - a) *Corporate Communications.* Provides advice, consultation, communications planning and programs, advertising and graphics services, media relations, council service and civic events services.
 - b) *Intergovernmental & External Affairs.* Develops and implements strategies and initiatives to assist the City in fostering relationships with and influencing other orders of government and external stakeholders.
 - c) *Office of Public Involvement.* Assists City departments provide a consistent approach to public involvement processes.
- 3) *Community Services*
 - a) *Fire Rescue Services.* Provides internationally-recognized frontline fire rescue services, fire prevention programs and public education.
 - b) *Neighbourhoods, Parks and Community Recreation.* Works directly with citizens to promote a culture of civic engagement, build great neighbourhoods, coordinate service delivery, operate and maintain parks and invest in revitalization initiatives.
 - i. *Great Neighbourhoods.* Invests in redevelopment, revitalization, reinvestment and renewal, builds community capacity and coordinates City services to deliver services in neighbourhoods.
 - ii. *Forestry, Beautification and Environmental Management.* Protects City trees, coordinates beautification initiatives, and provides asset control and environmental management strategies for Community Services.
 - iii. *Northeast, Northwest and South Districts.* Provides regular maintenance of turf, flowers, shrubs, sports fields and playgrounds and provides community based recreation opportunities and programs.

- c) *Community and Recreation Facilities.* Provides customer services and operates civic events, recreation centres, leisure centres, golf courses, municipal cemeteries, parks, the Edmonton Valley Zoo, John Janzen Nature Centre, Muttart Conservatory, John Walter Museum, and City Arts Centre.
 - d) *Community Standards.* Identifies acceptable community standards and provides education, compliance and enforcement to uphold them.
 - i. *Animal Care & Pest Management.* Operates the Animal Care & Control Centre and the pest control program.
 - ii. *Edmonton Combative Sports.* Conducts licensing and regulation of combative sports in Edmonton.
 - iii. *Community Peace Officers.* Provides Peace Officers for enforcement of bylaws relating to animal control, road, sign, littering, smoking and river valley park offences.
 - iv. *Community Relations.* Educates citizens about Edmonton' standard conventions for community living.
 - v. *Capital City Clean Up.* A litter reduction and graffiti prevention program.
 - vi. *Complaints & Investigations.* Provides enforcement of bylaws that regulate nuisance conditions including, untidy property, noise, smoking, weed control, sidewalk snow removal and parking control.
 - vii. *Parking Services.* Provides foot patrol, marked car patrol and special event services for parking enforcement.
 - e) *Community Strategies and Development.* Provides leadership and expertise to community, corporate and departmental initiatives.
 - f) *Project Management and Maintenance Services.* Delivers capital projects and manages the design and construction of buildings, facilities, attractions, parks and open spaces, and the maintenance of the existing assets.
- 4) *Corporate Services*
- a) *Human Resources.* Develops and implements HR strategies that attract, develop and retain a diverse, engaged, productive and talented workforce.
 - b) *Information Technology.* Provides integrated computing services for the City.
 - c) *Law.* Helps City Council and client department pursue their objectives and make more informed decisions.
 - d) *Materials Management.* The supply chain management and tendering authority for the City.
 - e) *Fleet Services.* Provides support and maintenance services for City fleet of vehicles.
 - f) *Office of the City Clerk.* Supports the process of municipal governance, including City Council, election, census, quasi-judicial bodies, and management of corporate records.

reviews, evaluates and develops plans for parkland and the integration of biodiversity throughout Edmonton.

7) *Transportation Services*

- a) *Transportation Planning.* Develops long-term plans and policies to guide all modes of transportation in Edmonton.
- b) *Transportation Operations.*
 - i. *Roadway Maintenance.* Provides road maintenance services, pavement management and bridge maintenance.
 - ii. *Engineering Services.* Performs materials research, testing, quality assurance, pavement structural design and analysis, geotechnical engineering, landslide monitoring and repair and erosion control.
 - iii. *Traffic Engineering.* Designs the traffic signal systems to optimize traffic flow.
 - iv. *Signals, Street Lighting and Infrastructure.* Manages the City's traffic signals and street lights.
 - v. *Traffic Control.* Oversees road rights of way for traffic control and maintains traffic signing and on street control, permits, and access agreements.
 - vi. *The Office of Traffic Safety.* Works to reduce the frequency and severity of traffic collisions on Edmonton's roads.
- c) *Edmonton Transit System.* Operates a variety of public transportation services including buses, Light Rail Transit and Disabled Adult Transportation Services.
- d) *LRT Design & Construction.* Provides project management services for LRT Projects including the Project.
- e) *Roads Design & Construction.* Provides detailed design and project management services for road projects.