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Request for Qualifications
To Design, Build, Finance & Maintain
The Proposed Ottawa Light Rail Transit Project:
Tunney's Pasture to Blair Station

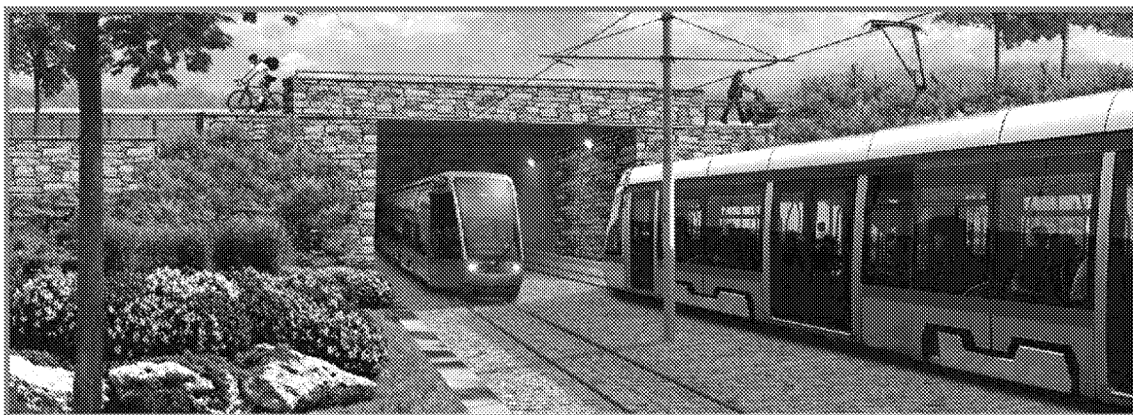
RFQ No. 19511-92594-Q01

June 30, 2011



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Our Mission

Transformation through transportation.

Our Vision

*To leverage the power of transportation and community to
create a modern, integrated capital city that is
environmentally, socially, economically and culturally
sustainable and a desirable place for living, working and
visiting.*

Light rail will shape how we grow our City.

An Official Publication of The City of Ottawa.

Please direct any questions concerning this publication to:



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Project: Tunney's Pasture to
Blair Station**

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Please note that capitalized terms not otherwise defined have the meanings given in Annex I – Definitions.

1.0 PROJECT OPPORTUNITY AND OVERVIEW

1.1 Requirement

This Request for Qualifications (“RFQ”) (including all annexes and addenda) is issued by the City of Ottawa (“City”) to seek submissions, herein referred to as “RFQ Submissions”, from interested Respondents that can bring together all of the skills and experience required to deliver the Ottawa Light Rail Transit (“OLRT”) Project in the manner required by the City, including on budget and on schedule. These skills and experience include, but are not limited to design, management, construction, system integration, testing, commissioning, and maintenance, of high capacity Light Rail Transit (“LRT”) projects of similar scope and size as the OLRT Project.

For this RFQ, each Respondent shall be represented by a Lead Team Member for the purpose of submitting the Respondent’s RFQ Submission. The Lead Team Member shall have the authority and power to bind all Team Members for the purposes of this RFQ.

Each Respondent must fulfill the Submission Requirements specified by this RFQ.

The procurement process in respect of the OLRT Project will be managed by the City, and shall conform to Purchasing By-law 50 of 2,000 as amended. It is anticipated that those Respondents that are short-listed and determined to be pre-qualified (“Pre-Qualified Respondents”) as part of this RFQ will then move to the Request for Proposal (“RFP”) Process. It is further anticipated that the one (1) Pre-Qualified Respondent that is ultimately successful in being awarded the work related to the OLRT Project in the subsequent RFP Process (the “Preferred Proponent”) will enter into a Project Agreement with the City.

Subject to Ottawa City Council’s approval of the July 2011 Implementation of the Ottawa Light Rail Transit Project report, the City’s RFP process will seek to maximize risk transfer to the private sector, within the boundaries of the City’s affordability limits. The City has determined that a Design-Build-Finance-Maintain (DBFM) is the option that best meets these requirements. For the purposes of this RFQ, it is the City’s desire to transfer those risks that the private sector is best suited to manage, while returning value to the City and respecting the City’s affordability constraints. The term of the maintenance period is a minimum of fifteen (15) years, and therefore the magnitude of the long-term financing would be adjusted accordingly. The City expects that up to \$400 million in long term financing may be required to achieve the desired level of risk transfer through the term of the maintenance contract. However, the City may, in the development of the RFP, ultimately select a length of term and magnitude of long term financing that is different than the maintenance term and size of long term financing referred to in this document.

1.2 Background and Context

The City currently operates a major transit network, a feature of which is a Bus Rapid System (“BRT”) system that enjoys the highest ridership of any city its size in North America. The City is currently approaching capacity in the core portion of the transit network and growth projections indicate that transit ridership will increase.



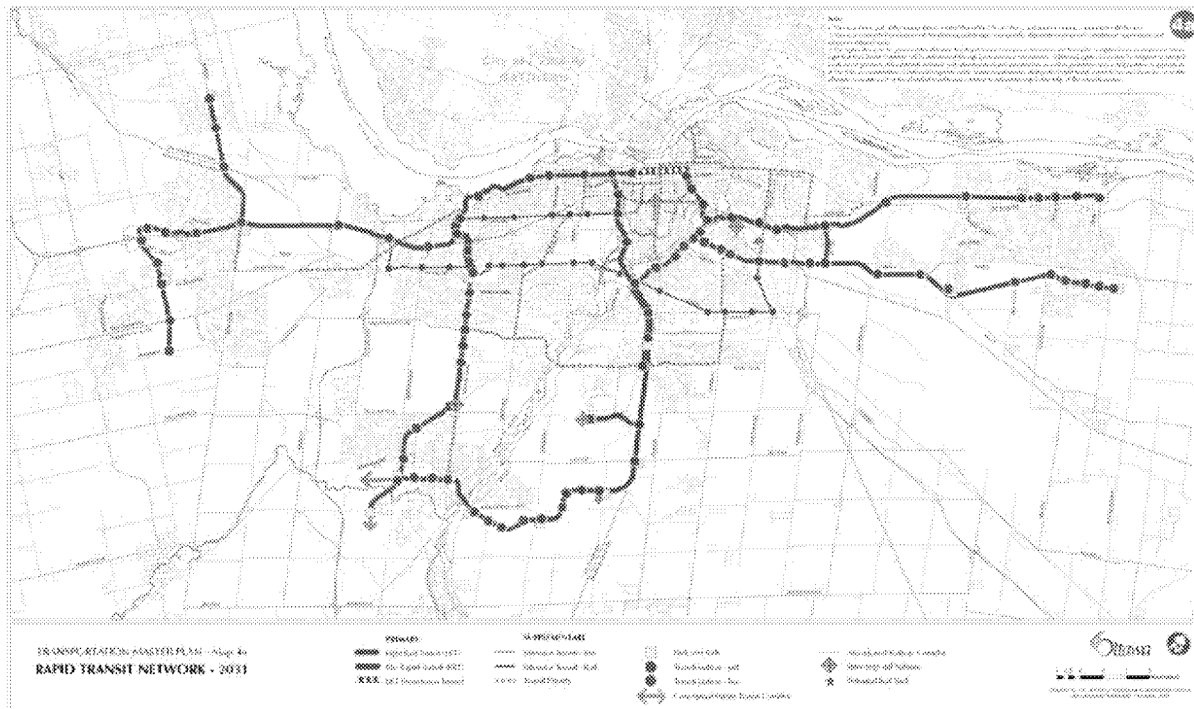
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To address this transit challenge, Ottawa City Council approved an update to the City's Transportation Master Plan ("TMP") in November 2008. The TMP calls for the creation of more than 40km of LRT lines throughout the City. This vision presents a unique opportunity to convert a highly successful BRT line to LRT technology in the nation's capital, fundamentally improving the overall ridership experience and the surface environment in the City's downtown core. The following figure presents the overall rapid transit network as outlined in the TMP.

Rapid Transit Network





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The major travel flows between districts in the National Capital Region for weekday mornings in 2005 (where at least 3,000 persons travelled) are shown in the figure below. The figure clearly shows that downtown Ottawa is a dominant destination (23% of trips shown), and that a significantly greater number of residents crossed the Greenbelt from Orléans than from Kanata-Stittsville. It also shows that 57% of trips to central Ottawa from other districts came from east of the Rideau River, versus 43% from areas to the west. The largest trip flows in directions other than to downtown occurred from Orléans to Ottawa East/Beacon Hill (8,400), Hunt Club to Alta Vista (7,500 trips), Orléans to Alta Vista (5,300 trips), and Bayshore to Merivale (5,000 trips).

Major Traffic Flows





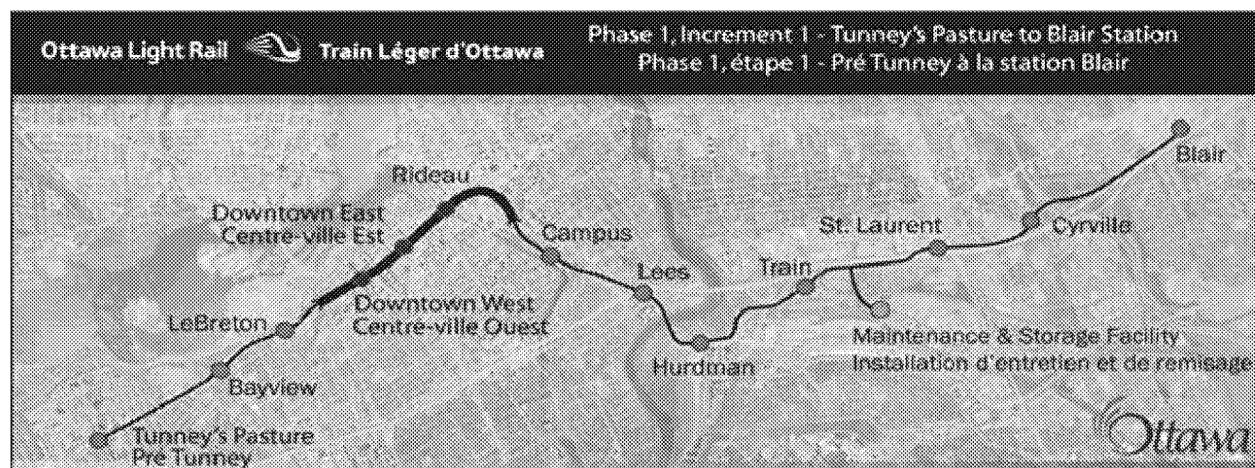
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The foundation of the Transportation Master Plan ("TMP") vision is the OLRT Project. This OLRT Project is the first of several phases in the TMP and calls for a 12.5km line along the existing BRT corridor from Blair Station at the eastern terminus, to the Tunney's Pasture Station at the western terminus. Most of the Project involves utilizing the alignment of the existing BRT route, with a notable exception being a proposed tunnel through the downtown core portion of the proposed LRT line, which also includes three (3) underground stations. The figure below depicts the alignment and station placement for the Project.

OLRT Alignment





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The OLRT Project has achieved a number of significant milestones over the past 18 months:

- January 2010 - Council approval of the OLRT Project functional design;
- August 2010 - Provincial Environmental Assessment approval;
- August 2010 & September 2010 - Receipt of the approvals in principle from the Federal Government and Provincial Governments for funding contributions to the OLRT Project;
- September 2010 - Commencement of a preliminary engineering program to advance the procurement of the OLRT Project by way of an alternative delivery method. This includes updating the projected project costs and schedule, and preparation of output based specifications to aid in the procurement process; and,
- May 2011 - Council approval of an updated OLRT Project schedule and project delivery model, as well as an approved and delegated authority to increase the speed of property acquisition for the OLRT Project.

The City is currently completing its preliminary engineering program, undertaking this RFQ Process to identify Pre-Qualified Respondents, preparing the RFP, seeking Canadian Environmental Assessment Act ("CEAA") approvals and preparing to undertake the acquisition of land and subsurface rights required for the OLRT Project.

The City intends to follow the Timeline as described in Section 1.8 of this RFQ.

1.3 Project Objectives

The City's OLRT Project brings with it significant challenges and opportunities. Project construction will require the re-routing of significant volumes of bus traffic from the grade separated BRT corridor onto mixed traffic streets during LRT conversion. Effectively managing the transportation system and mitigating construction disruption, to the greatest extent possible, will be critical to ensuring ongoing transportation mobility during OLRT Project construction.

The proposed LRT tunnel through the downtown core will reduce the number of buses on surface streets by more than half, affording the City the unique opportunity to undertake a Downtown Ottawa Urban Design Strategy. The Downtown Ottawa Urban Design Strategy presents a significant opportunity to reshape the environment in the downtown core, making it more pedestrian and cycling friendly.

With these challenges and opportunities in mind, the City's objectives with the OLRT Project include:

- building a functional project that meets the City's requirements and is both constructed and operational on-time and on-budget;
- ensuring continued transportation mobility through the City during construction;
- improving mobility, reducing travel times, and increasing safety and system efficiency;
- improving public access and increase ridership;
- implementing certified sustainability policies;
- reducing the growth of greenhouse gas and Criteria Air Contaminants;
- maximizing risk transfer within affordability requirements; and,
- maximizing opportunities for transit oriented development and land-use planning in support of the City's intensification, sustainable and modal split targets.

Respondents should have a demonstrated track record of successfully designing, constructing, commissioning and maintaining high capacity light rail transit projects similar in scope and magnitude to the OLRT Project, including:

- a project management structure that clearly shows how the civil, structural, electrical, architectural, tunneling, running way, vehicles and LRT systems components are managed and integrated;
- demonstrated expertise in environmental management and approvals;
- demonstrated expertise in design and construction of cut-and-cover transit tunnels in soft ground and hard rock, mined or bored transit tunnels in hard rock, and excavation of large shafts and underground transit station caverns in hard rock;



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- demonstrated expertise in the management of traffic (vehicular and bus), pedestrians and cycling movements during construction of a BRT or LRT system and an appreciation of lead times needed to make bus schedule changes;
- demonstrated experience in the design and construction of the protection and relocation of existing utilities;
- demonstrated experience to select, manage, acquire and deliver Systems & Vehicles that meet the City's requirements as further described in Section 1.11 of this RFQ;
- demonstrated experience with urban design and public art; and,
- finance, bonding and insurance capabilities.

1.4 Project Benefits

The City is undertaking the OLRT Project to provide an overall improvement to the quality of life of the citizens of Ottawa and its outlying regions, as well as to visitors to the City. With that overall goal in mind, potential Respondents should understand the benefits (Sustainable, Reliable and Affordable) that the OLRT Project will provide, and incorporate these into their submission. Following is a link to additional information related to the project benefits:

<http://www.ottawalightrail.ca/media/pdf/The%20Benefits%20of%20Light%20Rail%20-%20Web.pdf>

The table below presents the City's projected environmental and public-transit related benefits anticipated to be derived from the OLRT Project.

Environmental	Reduction of 38,000 tonnes of Green House Gases and 1,750 tonnes of air contaminants (such as carbon monoxide, nitrous oxides, sulphur oxides and particulate matter) by 2031, valued at approximately \$68 million.
	Reduced fuel consumption by 10 million litres annually.
	Reduction of over 5,600 tonnes of salt per year in winter maintenance of the Transitway.
Public Transit	An immediate increase in transit ridership of 9% during the first year of operation and a 78% increase by 2031.
	Removal of more than 50% of buses currently in the downtown core, including more than 2,000 daily bus trips along the Wellington/Rideau St. corridor.
	Increased speed, due in large part to avoiding the 14 traffic lights currently located along the downtown route, resulting in shorter travel times and improved schedule adherence.
	More efficient boarding and improved levels of comfort and service.
	Travel time savings of 15 minutes, on average, for a typical rider's daily commute.

1.5 Property Acquisition Status and Information

The City is preparing to acquire the property and related rights that have been identified in the Provincial EA and through the development of the preliminary engineering design works for the OLRT Project (the "Lands").

Pre-Qualified Respondents will be expected to utilize these Lands during the RFP Process and the Preferred Proponent will use the Lands for the development of the final engineering design as well as the construction of the OLRT Project. Legal surveys, individual property request plans, and property drawings are being prepared and will be made available to the Pre-Qualified Respondents as part of the release of the RFP. The Preferred Proponent will



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be provided access to the Lands following the Commercial and Financial Close of such Lands as set out in the Timeline in Section 1.8 of this RFQ.

The City will retain ownership of all Lands. Respondents are advised that complete property acquisition may not be finalized until the signing of the Project Agreement.

1.6 Additional Geotechnical Investigations

The City is requesting input from Respondents relating to the requirement for additional geotechnical information. The request for additional geotechnical investigations should be made by e-mail, in the form of a letter attachment in PDF format, addressed to the Administrative Authority identified in Section 2.5 of this RFQ at or before the date identified in the Timeline in Section 1.8 of this RFQ.

Please refer to information in Annex A – Additional Geotechnical Information.

1.7 Environmental Assessment (EA) Status and Information

a) Provincial Environmental Assessment:

In June 2010, the City completed a Provincial Environmental Project Report titled "Downtown Ottawa Transit Tunnel: Tunney's Pasture to Blair Station via a Downtown LRT Tunnel". This report was prepared in accordance with the Transit Project Assessment Process as prescribed under Regulation 231/08 of the Ontario Environmental Assessment Act, (the "Provincial EA"). In August 2010 the Provincial EA received approval from the Ontario Ministry of the Environment.

The Provincial EA examined the potential impact of the planned 12.5 kilometres of light rail transit line from Tunney's Pasture to Blair Station, and a tunnel through the downtown. It included the assessment of impacts from noise, vibration, air and water quality to the preservation of vegetation, wildlife and local heritage sites along the planned route, such as the Rideau Canal. The Provincial EA process included many opportunities for consultation with residents, businesses, Aboriginal groups, as well as Provincial and Federal Government departments.

During the preliminary engineering design process, further refinements to the Provincial EA approved plan have occurred. In addition, further environmental studies have been undertaken including environmental site assessments, archaeology, heritage and cultural landscape assessments, as well as additional noise vibration and air quality studies. The City is currently in the process of assessing whether any of these refinements are considered changes which may require documentation in an addendum report to the Provincial EA.

A full copy of the Provincial EA is available at the OLRT Project website at:
<http://www.ottawalightrail.ca/en/project-plan/environmental-project-report>

b) Federal Environmental Assessment:

This OLRT Project is also subject to the requirements of the CEAA. Coordination of the Provincial and Federal environmental assessment processes has been ongoing following the principles identified in the guide titled "Federal/Provincial Environmental Coordination in Ontario: A Guide for Proponents and the Public (June 2007)". A draft CEAA screening report is being prepared for anticipated completion in September 2011. The CEAA screening report will be provided to the responsible Federal authorities, including Transport Canada as the lead responsible authority, and the National Capital Commission, with approval anticipated by the first quarter of 2012.



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1.8 Timeline

The following is the schedule that the City intends to follow for the selection of Pre-Qualified Respondents:

Item	Date
RFQ Part I	
RFQ Issued	June 29, 2011
RFQ Part II	
Planned Targeted Addendum <i>Recommendations will be approved at the "Special City Council Meeting" scheduled for July 2011. The targeted addendum will finalize items including but not limited to: Design Approvals; Terms of Reference; and Affordability. Following is a link to information related to the "Special City Council Meeting" http://www.ottawa.ca/cgi-bin/docs.pl?Elist=17635&lang=en</i>	July 21, 2011
Deadline for Request for Commercially Confidential Meeting(s)	July 25, 2011
Deadline for the submission of Additional Geotechnical Investigations Requests (See Annex A)	August 4, 2011
Commercially Confidential Meeting(s) Time Allotment	August 8-12, 2011
Deadline for submission of inquiries related to the Planned Targeted Addendum or the RFQ document or process.	August 23, 2011
Deadline for Issuing Addenda	August 30, 2011
Respondent RFQ Submission Deadline	September 13, 2011, 3:00 pm local time
Identify and notify Pre-Qualified Respondents	October 14, 2011

The following is the tentative schedule leading to the selection of the Preferred Proponent and the undertaking of the OLRT Project:

Item	Date
RFP issued	October 2011
RFP Submission Deadline	June 2012
Preferred Proponent Selected	September 2012
Commercial and Financial Close	December 2012
Start of Construction	January 2013
Project Completion and in Revenue Service Date	Spring 2018



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1.9 Period of Proposed Assignment

It is anticipated that the construction work will be completed during the period of 2013 to 2018 and be followed by the Maintenance period.

1.10 Project Delivery Method

The City's approach to delivery of the Project and evaluation of proposals will be based on the framework set out in Section 1.1.

1.11 Project Scope**The Project scope includes:**

- long term private financing to fund the portion of the construction costs that will be deferred to be repaid over the maintenance term;
- design of the OLRT Project;
- construction of the OLRT Project;
- procurement of the Systems & Vehicle;
- demolition of existing structures;
- relocation and protection of existing utilities;
- filing and obtaining all required permits and requisite sign-offs;
- EA and Conditions of Approval compliance, monitoring and reporting;
- assistance with bilingual consultations with public;
- commissioning, operational training and transfer of Systems & Vehicle to operating governmental entity;
- implementation and integration with operating governmental entity;
- management of traffic (vehicular and bus), pedestrians and cycling movements during construction of the Project; and,
- routine, asset preservation, life cycle and hand-back replacement/rehabilitation maintenance of the OLRT Project for a minimum term of fifteen (15) years, commencing from the date of substantial completion. This work also includes work on all components, systems and elements found not to be in compliance with the requirements of the applicable Project Agreement. For purposes of clarity, the maintenance work activities includes all labour and materials, but is not limited to: track; systems power supply and distribution; station; tunnel; structure; shared right-of-way; power distribution substation; maintenance and storage facility; signals and communication systems; all other Systems & Vehicle controls and features including their support and ancillary features; and daily custodial services.

The Project scope excludes:

- property acquisition;
- application for approval of the Provincial and Federal environmental approvals;
- policy negotiations with Ontario Ministry of the Environment and other regulatory agencies;
- fare policy, collection and enforcement;
- dispatch, control and operation of vehicles;
- customer service;
- premises Security; and,
- negotiation of Rail Regulatory Framework.

The Project scope may include assistance with:

- system safety certification;
- procurement, supply, installation, commissioning and interoperability of the required fare collection system; and,
- consultations with Aboriginal groups.



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1.12 Systems & Vehicle Procurement

As part of the RFP Process, the City will require that each Pre-Qualified Respondent procure a single systems and a single vehicle provider/manufacture that conforms to the requirements and qualifications to be set out in the RFP.

Early in the RFP Process, the City will review and provide feedback to each Pre-Qualified Respondent related to the compliance and qualifications of its proposed System & Vehicle(s) that it presents in the commercially confidential design presentation meetings, and through a mandatory interim compliance submittal.

For clarity, the Respondent is not required to identify and commit to the specific Systems & Vehicle provider/manufacture with its RFQ Submission. Consequently, Systems & Vehicle providers/manufacturers are not required to join a specific Respondent team during the RFQ Process. Pre-Qualified Respondents, after receiving confirmation by the City, can then proceed to negotiate and commit to a System & Vehicle provider/manufacture that will be identified as a Prime Team Member named with its submission of a response to the RFP. System & Vehicle providers/manufacturers may be part of more than one Pre-Qualified Respondent team during the RFP Process.

Respondents are advised that the City may, in its sole and absolute discretion, amend, alter, revise or cancel the RFQ, the RFP, and/or the RFP Process in respect of the procurement of the Systems & Vehicle herein described.

1.13 Funding Approval

Respondents acknowledge that the undertaking of the OLRT Project is subject to the provision of all necessary funding by the Government of Canada, the Government of Ontario and Ottawa City Council. The Government of Canada provided an approval in principle and the Province of Ontario provided a "Green Light Letter" for the funding of the OLRT Project, copies of which are appended as Annex B – Project Funding.

Respondents are advised that, notwithstanding any other provisions of this RFQ, the City reserves its right to amend, alter, revise or cancel all or part of the RFQ, RFQ Process, RFP or RFP Process as a result of or in connection with the negotiation of OLRT Project funding from the Government of Canada and/or Government of Ontario, or as a result of decisions made by City of Ottawa Council. In addition, Respondents acknowledge that conditions may be imposed on the provision of OLRT Project funding by the Government of Canada and/or Government of Ontario which affect the RFQ, RFQ Process, RFP, RFP Process or Project Agreement.



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2.0 PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Process and Project Implementation Overview

The City will utilize a multi-step procurement process for the OLRT Project, which is composed of the following stages:

a) Stage 1 – Request for Qualifications

The RFQ Process precedes the RFP Process, and is intended to prequalify Respondents to be eligible to participate in the RFP Process.

RFQ Part I

This Part of the RFQ provides Respondents with an introduction to the OLRT Project and an opportunity to commence teaming arrangements, while final decisions are being reached as described in Part II.

RFQ Part II

This Part of the RFQ is a Planned Targeted Addendum, which will finalize items including but not limited to: Design Approvals; Terms of Reference; and Affordability.

The City intends to prequalify up to four (4) of the highest scoring Respondent RFQ Submissions that achieve a minimum of seventy (70) points out of the maximum available one hundred (100) points as part of its evaluation. In order to be prequalified, Respondents must pass the Financial Submission Requirements, as outlined in Annex G.3.0.

Evaluation scores used to determine the Pre-Qualified Respondents will not be carried forward into the RFP Process.

b) Stage 2 – Request for Proposal – and Project Agreement

The RFP Process is the competitive procurement process that follows the RFQ Process, and is intended to result in the identification of a Preferred Proponent and the entry into the Project Agreement. The manner of, and criteria for, selection of the Preferred Proponent will be set out in the RFP.

c) Stage 3 – Implementation of the Project Agreement

Once the Preferred Proponent and the City have executed the Project Agreement, the OLRT Project will proceed in accordance with the terms and conditions of the Project Agreement.

2.2 General Timelines and RFQ Deadlines

The City anticipates that the OLRT Project will be implemented in accordance with the Timeline set out in Section 1.8 of this RFQ.

All dates listed in this RFQ may be amended at the sole and absolute discretion of the City. Any change to a date during the RFQ Process will be identified by way of addenda.

2.3 Obtaining the RFQ

Copies of this RFQ are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the Internet at www.merx.com. MERX is the official and sole distributor of this RFQ and any addenda. If a Respondent obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda are the sole responsibility of the Respondent.



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The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

2.4 Project Authority

The RFQ, and services provided pursuant to the subsequent RFP, will be subject to review and acceptance by the OLRT Project Authority hereby identified as the Director - Rail Implementation, Rail Implementation Office, Infrastructure Services and Community Sustainability, City of Ottawa.

2.5 Administrative Authority

For further information regarding all aspects of this RFQ please contact the Administrative Authority, namely:

City of Ottawa
Finance Department
Supply Branch
100 Constellation Crescent
4th Floor, West Tower
Ottawa, ON K2G 6J8

Attention: Daniel Farrell
Title: Manager, Rail Funding & Procurement
Telephone: (613) 580-2424, ext. 21505
E-mail: daniel.farrell@ottawa.ca

2.6 Commercially Confidential Meetings

An integral part of the RFQ Process will be to discuss the relevant components of the OLRT Project in Commercially Confidential Meetings ("CCMs") and use the feedback from Respondents to provide insights and input to the development of the RFP, which may include the performance specifications, project scheduling, and the essential business terms and conditions for the OLRT Project.

CCMs will permit both the City and the Respondents to partake in an open and bilateral exchange that encourages better dialogue than the traditional question and answer process. The intent of the process is to ensure that new and emerging issues are brought to the attention of the City and Respondents prior to RFP release.

Requesting Commercially Confidential Meetings

In order to request a CCM with the City, interested parties must sign and return to the City the Commercially Confidential Meeting Request Form attached as Annex C. The City reserves the right to invite any Respondent to a CCM.

All requests for CCMs are to be made to the Administrative Authority as soon as possible **but no later than the date** established in the Timeline in Section 1.8 of this RFQ. The meetings will be scheduled during business hours at the City's Rail Implementation Office and include key Rail Implementation Staff, advisors, subject matter experts and the Fairness Commissioner for the OLRT Project. A Respondent will have the opportunity to designate certain information provided during the course of a CCM (e.g. questions, answers, and other information) as confidential and proprietary to it. Respondents are requested to provide an agenda and list of attendees at least five (5) business days prior to any scheduled CCM.

No statement, consent, waiver, acceptance, approval or anything else said or done in any CCM by the City or any of its advisors, employees or representatives shall amend or waive any provision of the RFQ, or be binding on the City or be relied upon in any way by Respondent(s), Team Member(s) or their advisors except when and only to the extent expressly confirmed in a written addendum to the RFQ.



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2.7 Inquiries, Clarifications and Addenda

a) Inquiries and Clarifications

All inquiries regarding this RFQ are to be directed to the Administrative Authority. Inquiries must be received in writing (or e-mail) **no later than the end of the day on the date established** in the Timeline set out in Section 1.8 of this RFQ. Responses to Respondent inquiries will be provided and distributed to all potential Respondents **no later than the date established** in the Timeline set out in Section 1.8 of this RFQ, by way of written addendum, without stating the source(s) of the inquiry.

Inquiries submitted to anyone other than the Administrative Authority, or by other means will not be answered.

Respondents should indicate as accurately as possible the specific numbered item of the RFQ to which their inquiries refer. Care should be taken by Respondents to explain each question in sufficient detail in order for the City to provide an accurate answer.

All identification related to the source of an inquiry will be removed in the response to the best of the City's ability. The City may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all Respondents. Inquiries not submitted in a form that can be distributed to all Respondents may not be answered. It is the responsibility of the Respondent to ensure that its requests for inquiries have been received by the City.

Any oral or written response provided by the City or their representatives in connection with this RFQ (other than via an addendum issued in accordance with Section 2.7b) will neither be binding on the City nor will it change, modify, amend or waive the requirements of this RFQ in any way.

b) Addendum and Amendments to the RFQ

If the City, for any reason and in its sole and absolute discretion, determines that it is necessary or desirable to amend this RFQ an amendment will be communicated in writing through MERX to all Respondents in the form of a written addendum, sequentially numbered for identification purposes. Each addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, addenda, when issued, take priority over the original wording in the RFQ and any wording in a prior addendum or addenda.

All addenda should be acknowledged on the Form 2 - Submission Form, in Annex D to be included with the RFQ Submission.

2.8 Withdrawal of Submission by Respondent

Respondents will be permitted to withdraw their RFQ Submission if notice thereof is received in writing prior to the RFQ Submission Deadline. Withdrawal notices should be addressed to the Administrative Authority, identified herein.

2.9 RFQ Validity

The Respondent's RFQ submission, together with written clarifications as requested by the City from time to time, shall remain valid and open for acceptance by the City for a period of one hundred and eighty (180) calendar days following the RFQ Submission Deadline.



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2.10 Fairness Commissioner

To ensure that all activities associated with the RFQ Process are carried out with fairness, openness, transparency and in compliance with this RFQ, the City has retained the services of PPI Consulting Limited to act as the Fairness Commissioner for this OLRT Project.

2.11 Conflict of Interest, Unfair Advantage and Ineligibility

The City reserves the sole and absolute right to disqualify any Respondent that, in the City's sole and absolute discretion, has a conflict of interest or an unfair advantage (as defined in Form 3 of Annex D). If the City determines that a conflict of interest or unfair advantage does exist, the City may withhold consideration of the Respondent's RFQ Submission until the conflict of interest or unfair advantage is eliminated or mitigated to the satisfaction of the City. If the conflict of interest or unfair advantage cannot be eliminated or mitigated to the satisfaction of the City, the Respondent will receive no further consideration in this RFQ.

Respondents are required to complete Form 3 – Conflict of Interest and Unfair Advantage Declaration, attached as Annex D, as part of the RFQ Submission.

Persons that have been involved in the "Ottawa Light Rail Transit Project Tunney's Pasture to Blair Preliminary Engineering and Project Management Services – RFP No. 00410-92594-P01" assignment for this OLRT Project will be precluded from submitting an RFQ Submission and/or being a Team Member of a Respondent. A list of Persons that have worked on the preliminary engineering assignment, or other aspects of the OLRT Project that render them ineligible to respond to this RFQ, is provided in Annex E – Firms Involved in the OLRT Project.

2.12 Disclosure of Information

Respondents must not disclose any details pertaining to their RFQ Submission to anyone not specifically involved in their RFQ Submission without the prior written approval of the City.

Respondents shall not issue a news release or other public announcement pertaining to details of the RFQ, their RFQ Submission, or the selection process, without the prior written approval of the City. In the event of any such disclosure, the City, at its sole and absolute discretion, may at any time disqualify a Respondent or reject any submission by a Respondent without further consideration.

2.13 Confidentiality

Except as otherwise noted, communications between a Respondent and/or its Team Members and the City shall be treated as confidential during this procurement process. In the event of any breach of confidentiality by a Respondent and/or a Team Member, the City may, in its sole and absolute discretion, disqualify a Respondent or reject any RFQ Submission made by the Respondent without further consideration.

All information provided to Respondents shall be treated as confidential. All information provided to Respondents shall remain the property of the City and it shall not be disclosed to anyone not directly involved in assisting a Respondent with its RFQ Submission, unless authorized by the City.

All correspondence, documentation, information and proposals provided to the City by every Respondent in connection with this RFQ shall become the property of the City.

2.14 MFIPPA Requirements

The City is subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario) R.S.O. 1990, c.M.56, as amended ("MFIPPA"). One of the primary objectives of MFIPPA is to provide the public with a right of access to information under the control of public entities such as the City.



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Respondents acknowledge that information provided to the City, whether disclosed in an RFQ Submission, provided in connection with a CCM or otherwise, may be subject to disclosure by the City under MFIPPA.

Respondents are encouraged to review MFIPPA as it contains measures by which disclosure of their information may be prevented or limited. Such measures may include identifying all information disclosed to the City, which includes a Respondent's trade secrets, scientific, technical, commercial, financial or labour relations information which, if disclosed, could reasonably be expected to:

- prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Respondent;
- result in similar information no longer being supplied to the City where it is in the public interest that similar information continue to be so supplied; or,
- result in undue loss or gain to any person, group, committee or financial institution or agency, including the Respondent.

While the City uses reasonable efforts to maintain the confidentiality of information disclosed to it and to validly resist disclosure of such information pursuant to MFIPPA where appropriate, no assurance is provided that a Respondent's information will not be released pursuant to MFIPPA. The City shall not be liable to any person, and a Respondent will have no claim against the City, if a Respondent's information becomes public or is disclosed pursuant to MFIPPA.

Further information with respect to MFIPPA and the manner that the City administers its obligations under MFIPPA may be found at http://www.ottawa.ca/city_hall/mfippa/index_en.html. Respondents may wish to seek appropriate legal advice prior to providing information to the City.

2.15 No Lobbying

Respondents and/or Team Members and advisors must not engage in any form of political or other lobbying whatsoever with respect to the OLRT Project or seek to influence the outcome of the RFQ Process and RFP Process. In the event of any such lobbying, the City, at its sole and absolute discretion, may at any time disqualify a Respondent or reject any submission by a Respondent without further consideration. All correspondence or communication by Respondents must be directed to the Administrative Authority identified herein.

2.16 Use of Information

This RFQ may not contain all of the information that a Respondent may need in deciding whether to submit an RFQ Submission.

The City and its representatives, agents and advisors shall not be liable for any information provided or any errors or omissions that may be contained in this RFQ or the addenda, annexes, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to this RFQ or otherwise with respect to the OLRT Project.

The City and its representatives, agents and advisors make no representations or warranties, and there are no representations, warranties or conditions, either expressed or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or such addenda, appendices, data, materials or documents.

Each Respondent is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the OLRT Project, the RFQ, and any addenda, annexes, appendices, data, materials or documents provided, delivered or made available or required by the City.



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2.17 Limitation of Damages, Cost and Expenses of Respondents

Respondent acknowledges and agrees that in no event will the City or its representatives, agents and advisors be liable to it for any Claim or to reimburse or compensate it in any manner in connection with this RFQ, the RFQ Process, its RFQ Submission and/or any subsequent procurement, including for costs to prepare and submit an RFQ Submission, for costs to participate in the RFQ Process, for loss of anticipated profits or for loss of opportunity. The Respondent waives any and all Claims that it has or may have against the City or its representatives, contractors, agents and advisors howsoever arising in connection in any way with this RFQ, the RFQ Process, its RFQ Submission and/or any subsequent procurement, including for any tort (negligence or other), contract breach or fundamental breach of contract or breach of legal duty or other obligation, and whether based in common law or equity and/or on an express, implied or statutory obligation, duty or liability, by or of the City or its representatives, contractors, agents and advisors.

Should any Claim, reimbursement or compensation not be fully released or waived by the foregoing, the maximum amount that a Respondent is entitled to in respect of such matter is limited to the lesser of: (i) its reasonable bid preparation costs; or (ii) \$250,000.00.

2.18 Rights of the City

Notwithstanding anything else in this RFQ, the City has the right, at any time and in its sole and absolute discretion without prior notice (in each case, without incurring any liability for costs and damages incurred by any Respondent),

- to change the dates, schedule, deadlines, process and requirements described in this RFQ;
- to accept or reject any or all RFQ Submissions;
- to disqualify any Respondent that does not meet the requirements of this RFQ, including for a contravention of any prohibition or requirement that is set out in this RFQ in respect of the conduct of a Respondent, Team Member or its respective representatives, agents and advisors;
- to change the limits, scope and details of the OLRT Project (subject to consultation/coordination with Federal and Provincial funding partners) and/or to cancel the OLRT Project for any reason whatsoever;
- to cancel and reissue the same RFQ or a different request for qualifications document in relation to the OLRT Project;
- to cancel this RFQ and conduct another procurement process for the OLRT Project or to otherwise acquire the goods and services covered by this RFQ in any other manner contemplated by the City's Procurement By-law 50 of 2000 as amended; and,
- to waive any omissions, defects or irregularities in any RFQ Submission and to, in its sole and absolute discretion, determine whether any RFQ Submission is materially compliant with this RFQ.

2.19 Clarifications of RFQ Submissions

During the evaluation of RFQ Submissions, the City may request that any Respondent provide further clarification of any part of its RFQ Submission. The evaluation of an RFQ Submission will include any clarifications provided in writing in response to questions posed by the City as well as any other investigations made by the City. The City reserves the right to refuse to consider an RFQ Submission from any Respondent who fails to cooperate with the City in any attempt to clarify or facilitate any information provided by the Respondent.

2.20 Right to Verify

The City may, at its sole and absolute discretion, independently verify any information in none, some or all of the RFQ Submissions and for that purpose the Respondent hereby consents to and authorizes the release of such information to the City. The City reserves the right to disqualify any Respondent and to reject the RFQ Submission of any Respondent who's RFQ Submission contains any false or misleading information. The City also reserves the right to disqualify any Respondent and/or to reject the RFQ Submission of any Respondent which, in the City's sole and absolute discretion, has failed to disclose any information that would, if disclosed, materially adversely affect



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the City's evaluation of the relevant Respondent's RFQ Submission. Notwithstanding the foregoing, the City is under no obligation to independently verify any information in any RFQ Submission.

2.21 Participation by Team Members on more than one Respondent Team

- a) A Prime Team Member of one Respondent, or any Person related thereto as determined by the City in its sole and absolute discretion, shall not be a Team Member or otherwise participate in the RFQ Submission of any other Respondent,
- b) For greater clarity, Section 2.21(a) does not prohibit a Team Member of one Respondent from also being a Team Member of another Respondent, provided that it is not:
 - i) A Prime Team Member of any Respondent;
 - ii) Controlled by, that Controls or that is under common Control of a Prime Team Member of any Respondent; or,
 - iii) Otherwise ineligible to do so, and
- c) A Key Individual, or any Person related thereto, shall not be involved in the RFQ Submission of more than one Respondent.
- d) Notwithstanding the above, the provisions of this Section do not apply to either the Systems & Vehicle provider/manufacture or to the lead tunnelling contractor.

2.22 Restriction on Communication between Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own RFQ Submission or the RFQ Submission of any other Respondent in a manner or fashion that would contravene applicable laws including in relation to collusion, bid-rigging, corruption or any other anti-competitive activity in the bidding process. Each Respondent shall prepare and submit its RFQ Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent.

For greater clarity, the requirements of this Section 2.22 are applicable to all Respondents, their Team Members and their respective representatives. The prior written consent of the City is required before any contractor or supplier will be permitted to participate on or support more than one Respondent and as a condition of providing its consent the City will likely require the adoption of satisfactory communication protocols by the parties involved to ensure that no confidential information regarding competing proposals is inadvertently disclosed between any members of the competing Respondents.

2.23 Reference Verifications

The City reserves the right to verify and check references provided by Respondents.

2.24 Replacement of Team Members

Except as expressly stated in this Section 2.24, the Respondent is not permitted to change its Team Members and/or Key Individuals after the Submission Deadline without the City's prior written consent. If there is any change in the Team Members and/or Key Individuals of a Respondent, a change in Control of any Team Members and/or Key Individuals or a material change to any Team Members and/or Key Individuals after an RFQ Submission has been submitted, the Respondent must provide written notice to the City within five (5) business days after such change. The City may, in its sole discretion, disqualify any such Respondent and/or reject the RFQ Submission of any such Respondent if the City, in their sole and absolute discretion, considers that the change may have a material adverse impact on the Respondent's RFQ Submission or the points allocated during the evaluation of the Respondent's RFQ Submission. If the City determines that the Respondent will not be disqualified, the City may, in its sole and absolute discretion, permit the Respondent to propose a substitution for the applicable Team Members and/or Key Individuals. The substitute must meet or exceed the qualifications of the Team Member and/or Key Individual they replace.



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Respondents are cautioned that for the Pre-Qualified Respondents that have been invited to participate in the RFP Process, the City will not allow any changes to Prime Team Members, additional Prime Team Members, Key Individuals or material changes to the roles or scope of work to be performed by any Prime Team Members, without the City's prior written consent. Without limiting the foregoing, the City may require some or all of the Team Members, including any Team Member or Key Individual that will no longer form part of the Respondent, to confirm in writing their agreement to the addition, deletion, or change in the Team Members or Key Individuals. However, any request for written confirmation shall in no way be seen as acceptance of or condoning by the City of a Pre-Qualified Respondent's request to add, delete or change a Team Member or Key Individual and will not impair the City's right to disqualify any such Pre-Qualified Respondent from participation in the RFP Process.

2.25 Canadian Content Requirements

The *Canadian Content for Transit Vehicle Procurement Policy*, as issued by the Province of Ontario's Ministry of Transportation in September of 2008, will be applicable to the City's procurement of LRT vehicles for the OLRT Project pursuant to the RFP. The Policy establishes that defined transit vehicles (including light rail transit vehicles) procured in whole or in part with funding from the Province must contain a minimum of 25% Canadian content. A copy of the *Canadian Content for Transit Vehicle Procurement Policy* is attached in Annex F.

2.26 Reporting of Material Adverse Change

During the time period until the issuance of the RFP documents, the Pre-Qualified Respondents shall submit immediately to the City information pursuant to the Submission Requirements set out in Sections G.3.1.1, G.3.1.2, G.3.1.4, G.3.2, G.3.3 of Annex G to this RFQ either (i) upon the occurrence of a material adverse change to the information previously submitted by the Respondent in response to the Submission Requirements set out in Sections G.3.1.1, G.3.1.2, G.3.1.4, G.3.2, G.3.3 of Annex G to this RFQ, or (ii) from time to time upon the City's request.

The City shall evaluate the information submitted by the Respondents as required in Sections G.3.1.1, G.3.1.2, G.3.1.4, G.3.2, G.3.3 of Annex G to this RFQ, and may change the Respondent's pass/fail determination to reflect the results of the evaluation. If a Pre-Qualified Respondent's revised evaluation results in a change in its ability to remain a Pre-Qualified Respondent, the City may, in its sole and absolute discretion, invite other Respondents, based on their ranking in this RFQ process (provided such Respondents have achieved the required minimum score required by Section 2.1 (a)), to be added to the list of Pre-Qualified Respondents, and replace the Respondent whose RFQ Submission was reevaluated under this Section 2.26, even if those Respondents were not Pre-Qualified Respondents in the first instance.

2.27 Pre-RFP Financial Submission Confirmation

Prior to the issuance of the RFP documents, the City may, in its sole and absolute discretion, request any Respondent to confirm that there have been no material changes to the information submitted by the Respondent in response to the Submission Requirements set out in Sections G.3.1.1, G.3.1.2, G.3.1.4, G.3.2, G.3.3 of Annex G to this RFQ. If there have been any material changes to the submitted information, the Respondent shall provide details of such changes in accordance with any requirements the City may impose at that time.

The City shall evaluate the information submitted by the Respondents as required in Sections G.3.1.1, G.3.1.2, G.3.1.4, G.3.2, G.3.3 of Annex G to this RFQ, and may change the Respondent's pass/fail determination to reflect the results of the evaluation. If a Pre-Qualified Respondent's revised evaluation results in a change in its ability to remain a Pre-Qualified Respondent, the City may, in its sole and absolute discretion, invite other Respondents, based on their ranking in this RFQ process (provided such Respondents have achieved the required minimum score required by Section 2.1 (a)), to be added to the list of Pre-Qualified Respondents, and replace the Respondent whose RFQ Submission was reevaluated under this Section 2.27 even if those Respondents were not Pre-Qualified Respondents in the first instance.



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2.28 Submission Requirements

A check list of Submission Requirements is provided in Annex H – Submission Check List to assist Respondents in preparing their RFQ Submission.

2.29 Evaluation Criteria and Weightings

The following is a listing of the Evaluation Criteria and Weightings to be utilized in the evaluation of the RFQ Submissions.

<u>Criteria Subject to Point Rating</u>		<u>Weighting</u>
G.1	Respondent Information	Not Scored
G.2.1	Proposed Team Composition, Organization and Structure	20
G.2.2	Respondent Prime Team Member(s) and Key Individuals Experience	40
G.2.3	Design, Construction and Maintenance Capability	40
G.3	Financial Submission	Pass/Fail
G.4	Additional Information	Not Scored
TOTAL:		100

2.30 Response to RFQ and RFQ Submission Deadline

When delivering an RFQ Submission to the City, Respondents are required to provide the following:

- Two (2) original bound copies of the RFQ Submission, with original signatures, in a separate sealed package;
- Twelve (12) bound copies of the RFQ Submission Requirements, excluding the Financial Submission Requirements, in a separate sealed package;
- Two (2) electronic versions of the complete RFQ Submission on DVD suitable for electronic reproduction in PDF format, in a separate sealed package;
- Four (4) copies of the Financial Submission Requirements, including all required financial information and each of the “Evidence of Ability to Obtain Bonding” and, “Evidence of Ability to Provide Insurance” forms all with original signatures, in a sealed package;

clearly identified as to its contents, addressed and delivered to:

City of Ottawa
Finance Department
Supply Branch
100 Constellation Crescent
4th Floor, West Tower
Ottawa, ON K2G 6J8

RFQ Submissions **MUST** be received **NOT LATER THAN 3:00 P.M. LOCAL TIME on Tuesday, September 13, 2011 (the “RFQ Submission Deadline”).**



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RFQ Submissions received after the RFQ Submission Deadline will not be considered, but will be returned unopened to the Respondent.

The City will not accept RFQ Submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether the RFQ Submission is submitted on or before the RFQ Submission Deadline shall be based on the time and date stamp the Respondent must ensure it receives from the City at the above address. It is the sole responsibility of each Respondent to ensure that its RFQ Submission is delivered to the Supply Branch no later than the RFQ Submission Deadline. Any RFQ Submissions received after the RFQ Submission Deadline shall be rejected and returned to the Respondent unopened.

2.31 Form and Content of Submission

The RFQ Submission document is to be submitted on **8.5"x11" pages**. Only the organizational chart described in Annex G may be submitted on an **11"x17" page**.

All text should be presented in the following format:

Style:	Normal
Font:	Times New Roman
Font Size:	10-point (minimum)

Any other supplemental documentation that does not respond directly to the Submission Requirements should not be submitted and will not be reviewed.

It is essential that the elements contained in the RFQ Submission be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Respondent's disadvantage and may lead to its disqualification.

RFQ Submissions should be submitted in the format shown at the end of this Section, with a Table of Contents and preferably including the criteria subject to evaluation in a clear identifiable location. It is the responsibility of the Respondent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a response.

Each RFQ Submission will be evaluated solely on its content, subject to the provisions of this RFQ. Assessment of the RFQ Submissions commences immediately after the RFQ Submission Deadline.

Submission Format (Table of Contents)

- Cover Letter
- Table of Contents
- Executive Summary
- Technical Submission Requirements
- Financial Submission Requirements
- Additional Information
- Forms

2.32 Evaluation Process

The evaluation of RFQ Submissions will be conducted by an Evaluation Committee. The City may employ advisors to assist in the evaluation process and fulfill other roles in this initiative as it deems necessary.

The RFQ Submissions will be reviewed and evaluated in four (4) steps:



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1. Completeness check of Submission Requirements: failure of a Respondent to provide all Submission Requirements may result in its RFQ Submission being deemed non-compliant.
2. Evaluation of Technical Submission Requirements: Evaluated on a points awarded basis as per Section 2.29 of this RFQ. Each RFQ Submission that passes the completeness check noted above will be subjected to the weighted scoring stated in each criteria category, identified in Annex G.2.0 Technical Submission Requirements. The scoring will measure the ability of each RFQ Submission to clearly articulate its response to the overall requested items in each criteria category.
3. Evaluation of Financial Submission: Evaluated based on the extent to which the Respondent demonstrates: (a) all Prime Team Members have the financial strength and capacity to perform their proposed obligations in respect of the Project; and (b) the Respondent has the ability to obtain up to \$400 Million in long-term private financing in respect of the Project.
4. The Evaluation Committee will review and evaluate the RFQ Submissions and score each using a consensus approach in relation to the criteria subject to point rating and weighting identified in this RFQ. The Evaluation Committee will prepare the listing of recommended Pre-Qualified Respondents and will be finalized in accordance with the Purchasing By-law 50 of 2,000 as amended.

All decisions on whether an RFQ Submission meets (or to what degree it meets) the stated requirements are decisions within the judgement of the Evaluation Committee.

The City reserves the right, at its sole and absolute discretion, to request written clarifications from a Respondent at any time(s) after the RFQ Submission Deadline in respect of its RFQ Submission and/or to request that a Respondent attend, at the Respondent's cost, a clarification meeting(s) in respect of its RFQ Submission.

2.33 Debriefing

Any Respondent, which has not been approved to proceed further in the procurement process, may request a debriefing from the City. The City also, in its sole and absolute discretion, reserves the right to hold individual and/or group debriefing sessions with each Respondent that has been approved to proceed to the RFP Process. Any information provided by the City in good faith during a debriefing shall not be used against the City or their representatives in any way whatsoever, including any legal action.



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3.0 TERMS OF REFERENCE

3.1 Project Description

As described in Section 1.0, this initial OLRT Project involves converting a portion of the existing BRT system into an LRT system. The project involves upgrades at some existing stations, construction of new stations, construction of portions of new track not within existing BRT, tunneling through the downtown core and the construction of a new vehicle storage and maintenance facility. Some key aspects of the project are summarized below.

Alignment

- Twin track system will replace the BRT at grade from Tunney's Pasture Station easterly to the Lebreton Station.
- Approximately 2.7 kilometer long tunnel beneath the Downtown Core Area.
- Twin track system will replace the BRT at grade from the Campus Station easterly to Blair Station, with a portion of new track construction, not within the existing BRT corridor, near the proposed Train Station.
- Twin track system to be installed from mainline track to new vehicle storage and maintenance facility near Belfast Road.

Stations

There will be thirteen (13) stations along the alignment:

- Tunney's Pasture – existing station to be upgraded
- Bayview – new station to be constructed
- Lebreton – new station to be constructed
- Downtown West – new station to be constructed within tunnel section
- Downtown East – new station to be constructed within tunnel section
- Rideau – new station to be constructed within tunnel section
- Campus – existing station to be upgraded
- Lees Avenue – existing station to be upgraded
- Hurdman – new station to be constructed
- Train – new station to be constructed
- St. Laurent – existing station to be upgraded
- Cyrville – existing station to be upgraded
- Blair – existing station to be upgraded

Underground Work

The major components of the tunnel and other underground works include the following:

- Approximately 570 metres of twin tunnels are currently contemplated from the mainline track to and from the Vehicle Storage and Maintenance Facility
- Approximately 2.7 kilometres of twin tunnels are currently contemplated.
- Three (3) underground station caverns.
- Six large shafts for underground station ingress/egress.
- Six smaller shafts for emergency ventilation.
- The geotechnical conditions for this work are described in the geotechnical interim data reports available on the OLRT project website.

Vehicle Maintenance and Storage Facility

- New light rail vehicle maintenance and storage facility to be constructed in the vicinity of the existing OC Transpo St Laurent Bus Maintenance Garage Complex.

Power

- Powered by a direct current electrical system, with Traction Power Substations located throughout the system, including underground locations.



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- Control centre will be located in the existing OC Transpo Operations Centre close to the OLRT vehicle maintenance and storage facility.

Modifications Included

- Modification of grading, drainage, municipal and public utilities, streetscaping, lighting and fencing to be included.
- Modifications to the existing roadways, bridges and other infrastructure and proposed upgrades along the entire corridor where the LRT interfaces with local roadways to be included.

Environmental Management

- Management of contaminated soils and the protection of heritage sites and structures required
- Work to be guided by an Environmental Management Plan (EMP) which will require updating as the OLRT Project progresses through design and construction. The EMP developed during Preliminary Engineering will be supplied during the RFP Process.

LRT

- Approximately 24 minute service trip time from Blair Station to Tunney's Pasture in either direction.
- Corridor ridership is estimated 51 million trips in 2021 and 76 million trips in 2031.
- Peak Passengers Per Hour Per Direction (PPHPD) is forecasted at 12,000 PPHPD on Opening Day and 18,000 PPHPD in 2031. Beyond 2031, the City desires that the OLRT Project be capable of supporting ridership levels up to 24,000 PPHPD.
- Depending on the vehicle length and capacity (and spare ratios) it is anticipated that between 65 and 80 vehicles may be required.
- OLRT surface level Station Platforms will be built to a maximum lengths of 120 metres operational and 150 metres protected. OLRT underground station platforms will be built to the maximum protected length.
- High passenger capacity vehicles.

3.2 Scope of Work

The Preferred Proponent shall be responsible for internal management of the design, construction and maintenance of the OLRT Project in accordance with the RFP and Project Agreement. It is the City's intent to allow flexibility in design and construction to accommodate processes, procedures and innovative techniques that are desired by the Preferred Proponent as long as they are consistent with site conditions, good engineering practices, the environmental decisions, documents and permits, other standards, guidelines, and procedures identified in the RFP; and the City's goals and objectives. The general scope of work for the OLRT Project as presented in this RFQ may or may not be the final scope of work for the OLRT Project, and includes but is not limited to the following:

- long term private financing to fund the portion of the construction costs that will be deferred to be repaid over the maintenance term;
- design and construction of all elements of OLRT Project encompassing, but not limited to, architectural, landscape architecture, structural, electrical, systems, mechanical and civil disciplines;
- design and construction work encompassing, but not limited to, traction power systems, communication based train control systems, overhead catenary systems, facilities electrical systems, communications systems and corrosion control systems;
- design and construction of new stations and associated facilities and any additional architectural detailed design required with consideration of sustainable design strategies;
- design and construction for tunnels constructed using cut-and-cover methods;
- design and construction for tunnels constructed using hard rock tunnel boring machines;
- design and construction for large underground caverns in hard rock constructed using sequential excavation methods;
- design and construction for large, deep shafts construction in urban environments;
- assessment, detailed design work and construction specifications for protection or relocation of existing structures and utilities, including precision monitoring during construction;
- site preparation including, where applicable, demolition of existing buildings;



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- obtaining necessary permits, approvals and authorizations;
 - construction methods and schedules;
 - integration with existing and future neighbouring development;
 - comprehensive review of all geotechnical information provided in the RFP and additional geotechnical engineering investigations as required supporting design solutions proposed by respondent.
 - additional survey and documentation of the selected alignment, as required, including existing utilities;
 - additional legal and topographic base maps including all of the impacted properties, as required;
 - preparation of detailed utility relocation plans, including required construction activities;
 - construction phase quality control and assurance;
 - author, present and provide support to operating governmental entity, including aspects of the operations and maintenance manuals;
 - procurement, supply, installation, commissioning and interoperability of required fare collection system;
 - procurement of the Systems & Vehicle;
 - commissioning, testing and operational training and transfer of Systems & Vehicle to operating governmental entity;
 - implementation and integration with operating governmental entity;
 - routine, asset preservation, life cycle and hand-back replacement/rehabilitation;
 - general review of construction as required by Ontario Building Code;
 - noise, vibration, and environmental mitigation measures;
 - traffic and Pedestrian Management Plan, including BRT and public travel and mobility demand analysis, with emphasis of mitigating issues related to the BRT to LRT conversion;
 - Public Consultation Plan;
 - Urban Design and Public Art;
 - Sustainability Plan;
 - Risk Management Plan;
 - Quality Assurance and Quality Control;
 - maintenance plan and maintenance of Project elements (track, track power, train control, vehicles, stations, tunnel, shared ROW, grade separations, maintenance and storage facility, signals, etc.);
 - EA and its Conditions of Approval compliance, monitoring and reporting Environmental Management Plan; and,
 - Project Health and Safety.

3.3 Background Work Completed to Date

The City has, over the past number of years, undertaken a number of studies and investigations culminating in the OLRT Project materials accessible at the links provided below.

Ottawa Light Rail
<http://www.ottawalightrail.ca>

Transportation Master Plan (2008)
http://www.ottawa.ca/city_hall/master_plans/tmp/index_en.html

Official Plan
http://www.ottawa.ca/city_hall/ottawa2020/official_plan/index_en.html

Community Plans and Studies (Community Design Plans)
http://www.ottawa.ca/residents/planning/community_plans/index_en.html



**Request for Qualifications
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Downtown Ottawa Mobility Overlay

http://ottawa.ca/residents/public_consult/mobility_overlay/index_en.html

Choosing our Future

www.choosingourfuture.ca

Getting Greener: On the Path of Sustainability

http://ottawa.ca/residents/environment/city_hall/getgreen/index_en.html



**Request for Qualifications
Ottawa Light Rail Transit
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Blair Station**

RFQ No. 19511-92594-Q01

ANNEXES

ANNEX A	Additional Geotechnical Information
ANNEX B	Project Funding
ANNEX C	Commercially Confidential Meetings
ANNEX D	Forms <ul style="list-style-type: none"> Form 1: Declaration, Team Composition and Consent Form(s) Form 2: Submission Form Form 3: Conflict of Interest and Unfair Advantage Declaration Form 4: Evidence of Ability to Provide Insurance Form 5: Evidence of Ability to Obtain Bonding
ANNEX E	Firms Involved in the OLRT Project
ANNEX F	Canadian Content Requirements
ANNEX G	Detailed Submission Requirements
ANNEX H	Submission Check List
ANNEX I	Definitions



**Request for Qualifications
Ottawa Light Rail Transit
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Blair Station
Annex A**

RFQ No. 19511-92594-Q01

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Additional Geotechnical Information

The City has undertaken and completed a series of geotechnical investigations, the results of which are available via the OLRT Project website at:

<http://www.ottawalightrail.ca/en/project-plan/interim-geotechnical-report>

These geotechnical investigations may be updated by the City from time to time. Reliance letters from the firms undertaking the geotechnical investigations are anticipated to be available to Pre-Qualified Respondents during the RFP Process.

1. In addition to the geotechnical investigations, each Respondent is strongly encouraged to provide comments on what further targeted, appropriate and reasonable geotechnical investigations would be beneficial to the preparation of an RFP Submission. The request for additional geotechnical investigations should indicate general locations and types of investigations consistent with the level of design development required at the RFP phase and nature of soil conditions throughout the OLRT Project site. Based on the comments received from Respondents, the City may, at its sole and absolute discretion, conduct additional investigations and provide additional information to Pre-Qualified Respondents at the RFP stage.

The request for additional geotechnical investigations should be made by e-mail, in the form of a letter attachment in PDF format, addressed to the Administrative Authority identified in Section 2.5 of this RFQ at or before the date identified in the Timeline in Section 1.8 of this RFQ.

The request for additional geotechnical investigations is not mandatory and will not be scored.



**Request for Qualifications
Ottawa Light Rail Transit
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Project Funding

Minister of Transport,
Infrastructure and Communities



Ministre des Transports,
de l'Infrastructure et des Collectivités

Ottawa, Canada K1A 0N5

His Worship Larry O'Brien
Mayor
City of Ottawa
110 Laurier Avenue West
Ottawa, Ontario
K1P 1J1

2011 2 6 2010

Dear Mayor O'Brien:

I am pleased to inform you of federal approval-in-principle of funding for the Downtown Ottawa Transit Tunnel project, from Tunney's Pasture to Blair Station. This approval is given following a successful review of the project.

As a result of this review, federal funding of the project will be up to one-third (33.33 percent) of the total eligible project costs, to a maximum federal contribution of \$600 million.

With this approval-in-principle, eligible costs incurred as of the date of this letter will be eligible for federal reimbursement, subject to Treasury Board approval and the timely execution of a contribution agreement. If a contribution agreement is not signed, the Government of Canada will not reimburse any costs incurred. I want to stress that federal Treasury Board approval, followed by a signed contribution agreement represent the final steps in the federal approval of the project and will confirm the conditions under which federal funding will be provided.

Please note that the Government of Canada cannot contribute more than 15 percent of its funding towards non-capital or "soft costs" (which include planning and assessment costs specified in the contribution agreement, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services). More specifically, the Government of Canada will not contribute more than \$90 million to these costs.

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Canada



**Request for Qualifications
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As we move to the contribution agreement stage, the following conditions will apply:

- Treasury Board approval of the project;
- Prior to Treasury Board approval,
 - o City Council must approve a final business case with complete project designs, budgets, construction timelines, project management and procurement, satisfactory to the federal government; and,
 - o the City of Ottawa will demonstrate that it has secured the funds necessary to complete the project, provide a clear commitment from City Council to the municipal share of project funding, including any cost overruns and ineligible costs;
- Federal funding from all sources cannot exceed 50 percent of the project's total eligible costs (including funding from the Gas Tax Fund);
- Any costs incurred prior to the date of this letter are ineligible for reimbursement;
- Regardless of the outcome of any of the project tendering processes, any ineligible costs, cost overruns, costs associated with funding shortfalls, and costs related to the ongoing operation and maintenance of the project will be the responsibility of the City of Ottawa;
- The City of Ottawa will satisfy the Government of Canada with respect to the competitive and transparent tendering process to be established;
- Following Treasury Board approval, the City of Ottawa and the Government of Canada will work to complete negotiation of a contribution agreement in a timely manner and to this end the City of Ottawa will provide detailed and final design information, and verified cost estimates and cash flows broken down by fiscal year for all project components;

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**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
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Annex B**

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- The City of Ottawa will fulfill, where applicable, the requirements of the *Canadian Environmental Assessment Act* and the requirements for aboriginal consultations under Section 35 of the *Constitution Act, 1982*.

I note that the project business case you have submitted specifies that project construction is planned to get underway in December, 2013, and be completed in September, 2018. As your project is being approved in principle on the basis of this information, please notify me, in writing, should you expect delays of more than three months in either the start or completion date.

An Agreement Management Committee will be established within 60 days of the signing of the contribution agreement to oversee the agreement. Once the Committee is established, Canada will confirm its requirements and expectations for monitoring and reporting on progress.

Thank you for your collaboration to date and I look forward to continuing to work together on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Strahl".

Hon. Chuck Strahl, P.C., M.P.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex B**

RFQ No. 19511-92594-Q01

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ENERGY & INFRASTRUCTURE Fax: 416-325-8440

Sep 1 2010 05:37pm P002/003

Ministry of Infrastructure

Ministère de l'Infrastructure

Office of the Minister

Bureau du ministre

5th Floor, Mowat Block
300 Bay Street
Toronto ON M7A 1C2

5^e étage, édifice Mowat
300, rue Bay
Toronto (Ontario) M7A 1C2



MO1825MC-2010-560

His Worship Larry O'Brien
Mayor
City of Ottawa
110 Laurier Avenue West
Ottawa ON K1P 1J1

SEP 6 2010

Dear Mayor O'Brien:

I am pleased to inform you of provincial approval in principle of funding for the City of Ottawa's Light Rail Transit project from Tunney's Pasture to Blair Station. The approval in principle follows the successful completion of the provincial review of the project.

Provincial funding of the project will be limited to a maximum of \$600 million towards eligible costs. With the completion of our project review, all eligible costs (including for capital construction) incurred on and after the date of this letter will be eligible for provincial reimbursement, subject to the terms and conditions below and the execution of a contribution agreement for this project. A signed contribution agreement represents the final step in the provincial approval of the project, and will confirm the conditions under which provincial funding will be provided. If a contribution agreement is not signed, the Government of Ontario will not reimburse any costs incurred.

Eligible costs will be defined in the contribution agreement. Please note that the Government of Ontario will contribute no more than 15 percent of its funding towards soft costs to be specified in the agreement, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services.

I expect that the City of Ottawa and the Government of Ontario will work together to complete the negotiation of a contribution agreement in a timely manner. As part of that process, the City of Ottawa is required to provide detailed and final design information, as well as verified cost estimates and cash flows broken down by fiscal year for all components.

As indicated above, the provincial contribution towards this project is subject to a number of conditions, including but not limited to the following:

- City council must approve a final business case with complete project designs, budgets, construction timelines, project management and procurement satisfactory to the Government of Ontario;

.../cont'd



**Request for Qualifications
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ENERGY&INFRASTRUCTURE Fax: 416-325-8440

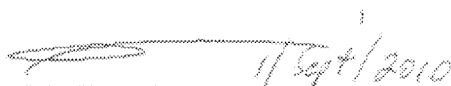
Sep 1 2010 05:37pm P003/003

- 2 -

- The City of Ottawa will demonstrate that it has secured the funds necessary to complete the project, and provide a clear commitment from City Council to the municipal share of project funding;
- As noted earlier, provincial contribution towards this project will be limited to a maximum of \$600 million towards eligible project costs. This condition stands regardless of the outcome of the project tendering process and any project cost increases that may result from the tendering process;
- Any project costs beyond the eligible costs identified in the contribution agreement, any cost overruns, and any costs related to the ongoing operating and maintenance of the facilities will be the responsibility of the City of Ottawa;
- Any costs incurred prior to the date of this letter are ineligible for reimbursement;
- The City of Ottawa will ensure that procurements related to this project will be undertaken through a competitive, transparent, and fair process;
- All necessary lands and properties to complete the project will be secured by the City of Ottawa;
- Any required environmental assessments will be completed by the City of Ottawa;
- The City of Ottawa will fulfil any duty to consult obligations with Aboriginal communities that may be required;
- The City of Ottawa will provide regular and timely reporting on project progress in a manner satisfactory to Ontario.

I congratulate you on this important milestone and I look forward to working with you as you move forward with this project.

Sincerely,


Bob Chiarelli
Minister

- c: The Honourable Kathleen Wynne, Minister of Transportation
The Honourable Chuck Strahl, Minister of Transport, Infrastructure and Communities
Kent Kirkpatrick, City Manager, City of Ottawa
Nancy Schepers, Deputy City Manager of Planning, City of Ottawa



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex C**

RFQ No. 19511-92594-Q01

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Commercially Confidential Meetings

Date: _____, 2011

Daniel Farrell, Administrative Authority
Manager, Rail Funding & Procurement
(613) 580-2424, ext. 21505
(613) 580-9688
daniel.farrell@ottawa.ca

Commercially Confidential Meetings – Acknowledgement, Waiver and Release, City of Ottawa RFQ No. 19511-92594-Q01 (the “RFQ”)

The Respondent, by its Lead Team Member, hereby acknowledges and agrees:

- that participation in this Commercially Confidential Meeting is to provide the City and the Respondent a forum for the tabling of questions and answers and obtaining information related to City's process for the OLRT Project.
- that, unless confirmed in a written addendum to the RFQ, any statement or commentary made by any of the City's representatives, managers, employees, consultants, advisors and/or agents during a Commercially Confidential Meeting:
 - will not constitute a representation of any kind, whether a representation of fact or otherwise;
 - will not in any way amend or waive any provision of the RFQ;
 - is not in any way binding on the City or any of its representatives, managers, employees, consultants, advisors and/or agents; and
 - cannot be deemed or considered to be an indication of a preference or rejection by the City of anything presented during the Commercially Confidential Meeting.
- that the City shall be under no obligation to confirm, in writing or otherwise, any information exchanged during the Commercially Confidential Meeting;
- that the undersigned shall not seek to obtain commitments from any of the City's representatives, managers, employees, consultants, advisors and/or agents during the Commercially Confidential Meeting or otherwise seek to obtain an unfair competitive advantage over any other Respondent;
- that the undersigned shall not attempt to use any aspect of a Commercially Confidential Meeting to provide the Respondent with access to information that is not equally available to other Respondents;
- that all Commercially Confidential Meetings will be attended by the Fairness Commissioner for this Project;
- that the advice of the Fairness Commissioner for this Project may be sought during a Commercially Confidential Meeting, through the meeting chair, if required;
- that it waives any and all rights to contest and/or protest the RFQ Process and the processes and guidelines set out herein, including the Commercially Confidential Meetings, based on the fact that such Commercially Confidential Meetings occurred or on the basis that information may have been received during a Commercially Confidential Meeting by another Respondent, another Respondent's Team Member or their respective advisors or representatives that was not received by the Respondent, Team Member or any of their respective advisors or representatives. For greater certainty, the undersigned waives any and all rights to contest and/or protest the decision by the City to grant Commercially Confidential Meetings.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex C**

RFQ No. 19511-92594-Q01

Page 2 of 2

The undersigned acknowledges and understands that it is not permitted to participate in the Commercially Confidential Meeting(s) unless it has signed this Acknowledgement, Waiver and Release.

The undersigned hereby acknowledges and agrees that nothing herein shall derogate from, or in any way vary, amend or limit the terms of the RFQ. Capitalized terms not otherwise defined herein have the meaning given in the RFQ.

The undersigned further understands that any concerns with respect to the fairness of a Commercially Confidential Meeting or any other fairness concerns up to the date of such Commercially Confidential Meeting should be brought to the attention of the Fairness Commissioner for the Project, during the meeting or within five (5) business days thereafter.

IN WITNESS WHEREOF the undersigned has executed this Acknowledgement, Waiver and Release effective as of the day and year first above written.

(print name of Lead Team Member)

By:*(signature)*

Print Name: _____

Print Title: _____

I have the authority to bind the above named Lead Team Member.

Witnessed By:

(Print) Name of Witness:



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D**

RFQ No. 19511-92594-Q01

Page 1 of 1

Forms

Form 1: Declaration, Team Composition and Consent Form(s)

Form 2: Submission Form

Form 3: Conflict of Interest and Unfair Advantage Declaration

Form 4: Evidence of Ability to Provide Insurance

Form 5: Evidence of Ability to Obtain Bonding

Note to Respondents: The City will provide, upon your e-mail request to the Administrative Authority, identified herein, a PDF copy of the forms for your ease of submission.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 1**

RFQ No. 19511-92594-Q01

Page 1 of 2

Form 1 – Declaration of Team Composition and Consent Form(s)

(to be completed by each Team Member)

Date: _____

City of Ottawa
Finance Department
Supply Branch
100 Constellation Crescent
4th Floor, West Tower
Ottawa, ON K2G 6J8

Attention: **Daniel Farrell, Administrative Authority
Manager, Rail Funding & Procurement**

Re: City of Ottawa RFQ No. 19511-92594-Q01 (the “RFQ”)

Dear Mr. Farrell

I, _____, am an authorized official of _____ (legal name of Team Member) and confirm for and on behalf of _____ (name Team Member) that:

- _____ (name Team Member) is aware of, and agrees to, the inclusion of _____ (name Team Member) as a member of _____ (Respondent name) in connection with the RFQ and RFP Submission
- _____ (name Team Member) understands and agrees to the commitments being made on behalf of _____ (name of Team Member).
- The Lead Team Member described in the Respondent's RFQ Submission has the authority to bind _____ (name Team Member) in respect of this RFQ and the Respondent's RFQ Submission.
- _____ (name Team Member) has reviewed, understands and agrees to comply with the terms and conditions set out in the RFQ, including but not limited to those under the headings “Conflict of Interest, Unfair Advantage and Ineligibility”, “Disclosure of Information”, “Confidentiality”, “MFIPPA Requirements”, “No Lobbying”, “Use of Information”, and “Limitation of Damages and Cost and Expenses of Respondents”.
- Capitalized terms not otherwise defined have the meanings given in the RFQ.

Yours truly,



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 1**

RFQ No. 19511-92594-Q01

Page 2 of 2

(print name of Team Member)

By:

(signature)

Print Name: _____

Print Title: _____

I have the authority to bind the above named Team Member



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 2**

RFQ No. 19511-92594-Q01

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Form 2 - Submission Form

Date: _____

City of Ottawa
Finance Department
Supply Branch
100 Constellation Crescent
4th Floor, West Tower
Ottawa, ON K2G 6J8

Attention: **Daniel Farrell, Administrative Authority
Manager, Rail Funding & Procurement**

Re: City of Ottawa RFQ No. 19511-92594-Q01 (the "RFQ")

Dear Mr. Farrell

I, _____, am an authorized official of _____ (legal name of the Lead Team Member) and confirm in respect of the Respondent (including all Team Members) that:

We hereby submit our RFQ Submission for the OLRT Project. We are bound by all statements, representations and warranties in the RFQ Submission. All of the representations made in the RFQ Submission are and will be true, complete and correct as of the RFQ Submission Deadline with the same effect as if made at and as of the RFQ Submission Deadline.

We have performed all obligations and conditions required by the RFQ to be performed or observed on or prior to the RFQ Submission Deadline.

We have carefully examined the RFQ and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. Neither the RFQ Submission nor any other information delivered pursuant to the RFQ by us contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading. All projections, including forecasts and budgets provided in the RFQ Submission or otherwise provided by us, were prepared in good faith based on assumptions which were believed to be reasonable and are believed to be reasonable estimates.

We understand and agree to comply with the terms and conditions set out in the RFQ, including but not limited to those under the headings "Conflict of Interest, Unfair Advantage and Ineligibility", "Disclosure of Information", "Confidentiality", "MFIPPA Requirements", "Use of Information", "No Lobbying" and "Limitation of Damages and Cost and Expenses of Respondents".

We acknowledge receipt of addenda to the RFQ by number and issue date:

Addenda No.	Dated:
Addenda No.	Dated:
Addenda No.	Dated:



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 2**

RFQ No. 19511-92594-Q01

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Addenda No.

Dated:

Addenda No.

Dated:

Submitted by:
Address

Telephone No:

Fax No:

Date:

Date:

Capitalized terms not otherwise defined in this form have the meaning given thereto in the RFQ.

(print name of Lead Team Member)

By:

(signature)

Print Name: _____

Print Title: _____

I have the authority to bind the above named Lead Team Member.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 3**

RFQ No. 19511-92594-Q01

Page 1 of 2

Form 3 - Conflict of Interest and Unfair Advantage Declaration

(To be completed by Respondent and each Team Member)

(Name of Respondent or Team Member)

Re: City of Ottawa RFQ No. 19511-92594-Q01 (the "RFQ")

Unless otherwise disclosed herein, we confirm that neither the Respondent nor any of its Team Members has (or will have) any conflict of interest (as defined below) or obtained an unfair advantage (as defined below) in connection with making its RFQ Submission and participating in the RFQ Process, including but not limited to:

- having knowledge of or the ability to avail itself of information that is confidential to the City in relation to the OLRT Project, the RFQ and the RFQ Process, other than information which was disclosed by the City to all Respondents in the normal course of the RFQ Process;
- being conferred preferred treatment in the RFP Process;
- in respect of the OLRT Project, the RFQ, its RFQ Submission and the RFQ Process, having a material relationship with any current or former officials, employees or representatives of the City;
- as the Government of Canada and Government of Ontario are anticipated to provide funding for the OLRT Project, any elected or appointed official or senior employee, agent or representative of the Government of Canada, Province of Ontario or the City having a material financial interest in or deriving a material benefit from the Respondent or a Team Member's participation in the RFQ Process or the RFP Process; or
- in respect of the OLRT Project, the RFQ, its RFQ Submission and the RFQ Process, having a material relationship with those persons listed in Annex E of the RFQ, or their respective officers, directors, employees, partners, shareholders or agents.

The Respondent and/or its Team Member(s) hereby disclose the following conflict(s) of interest or unfair advantage(s):

Instruction: Fully describe any conflict of interest or unfair advantage. If none exist, please mark "Nil."

Where the Respondent and/or a Team Member shall disclose a conflict of interest or unfair advantage, the City reserves the right to review such conflict of interest or unfair advantage (including with reference to any conditions of funding made by the Government of Canada and/or Government of Ontario) and to exercise all or any rights available to it, including as set out in the RFQ.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 3**

RFQ No. 19511-92594-Q01

Page 2 of 2

Date: _____

(print name of Lead Team Member)

By:

(signature)

Print Name: _____

Print Title: _____

I have the authority to bind the above named Lead Team Member.

Definitions

A “conflict of interest” means a situation where business, professional, personal, financial or other interests of the Respondent or a Team Member, or one of its respective principals, shareholders, directors, officers, key employees or executives, whether direct or indirect, affect or compromise, or appear to affect or compromise, the Respondent’s, a Team Member’s or the City’s (including its representatives, advisors or agents) ability to act with complete independence, objectivity, fairness or judgment in respect of the Respondent’s or a Team Member’s undertaking of its obligations under or in respect of its RFQ Submission or the RFQ Process. A conflict of interest may be real, potential or perceived in nature:

- A real conflict of interest arises where the business, professional, personal, financial or other considerations of the Respondent and/or a Team Member, or one of its respective principals, shareholders, directors, officers, key employees or executives, affect or compromise, or reasonably appears to affect or compromise the Respondent’s or a Team Member’s undertaking of its obligations under or in respect of its RFQ Submission or the RFQ Process;
- A potential conflict of interest incorporates the concept of foreseeability that is when a reasonable and well-informed person can reasonably foresee that a business, professional, personal, financial or other interest may someday give rise to a real conflict of interest. (for example a future commitment to a third party); and
- A perceived conflict of interest is a circumstance that a reasonable and well-informed person might view as a real or potential conflict of interest, even if no real or potential conflict of interest actually exists.

An “unfair advantage” means a situation where the Respondent or a Team Member, whether directly or indirectly, gains an unwarranted advantage over other Respondents that does or could compromise the integrity of the RFP Process and/or does or could result in any material unfairness to other Respondents. Similar to a conflict of interest, an unfair advantage may be real, potential or perceived in nature.



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 4**

RFQ No. 19511-92594-Q01

Page 1 of 1

Form 4 – Evidence of Ability to Provide Insurance

(To be submitted by the Respondent)

DATE:

Number: _____

WHEREAS _____ (“Respondent”) has submitted or will submit a written submission to the City of Ottawa dated _____, 2011, pursuant to Request for Qualifications No. 19511-92594-Q01 for the City of Ottawa’s light rail transit project (the “RFQ”), we _____ (Insurance Broker), being a Canadian licensed insurance broker having reviewed the RFQ confirm that:

1. We have a current business relationship with the Respondent
2. We have supported one or more Prime Team Members in the past for projects of similar size and scope, as that described in the RFQ; and
3. We agree to provide a property and casualty insurance program for the Respondent designed to respond to heavy construction risks for the light rail transit project, each as described in the RFQ. This insurance shall indemnify and save harmless the City of Ottawa from all claims, actions, losses, expenses, costs, damages of every nature and kind whatsoever that the City of Ottawa, its employees, officers or agents may suffer as a result of the liability, negligence or breach of contract of the Respondent, its team, employees, officers or agents in the performance of their obligations under the City of Ottawa’s light rail transit project described in the RFQ.

Our willingness to provide the required insurance for the project described in the RFQ will be subject to our review of the final Request for Proposal when issued and our underwriting of the Respondent at the time of formal submission.

(Name of Insurance Broker)

_____ (seal)

(signature)

Name:

Title:

Date:



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex D – Form 5**

RFQ No. 19511-92594-Q01

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Form 5 – Evidence of Ability to Obtain Bonding

DATE:

Number: _____

WHEREAS _____ (“Respondent”) has submitted or will submit a written submission to the City of Ottawa dated _____, 2011, pursuant to Request for Qualifications No. 19511-92594-Q01 for the City of Ottawa’s light rail transit project (the “RFQ”), we _____ (Name of Surety or Sureties, Insurer, Bank or Financial Institution), a corporation duly authorized to transact the business of Performance Security in Canada, having reviewed the RFQ confirm that:

1. We have a current business relationship with the Respondent;
2. We have supported one or more Prime Team Members in the past for projects of similar size and scope as that described in the RFQ; and
3. The Respondent has the capacity to obtain: (a) performance and labour and material payment bonds in an amount up to \$500 million each; or (b) Standby Letters of credit in the amount of \$230 million; or (c) another combination of both standby letters of credit and other performance security package totaling \$500 million in a form found acceptable to the City.

Our willingness to provide the required performance security for the project described in the RFQ will be subject to our review of the final Request for Proposal when issued and our underwriting of the Respondent at the time of formal bid.

(Name of Performance Security provider)

_____ (seal)

(signature)

Name:

Title:

Date:



**Request for Qualifications
Ottawa Light Rail Transit
Project: Tunney's Pasture to
Blair Station
Annex E**

RFQ No. 19511-92594-Q01

Page 1 of 3

Firms Involved in the OLRT Project

- (i) Respondents are advised that the City has retained the following firm(s) to provide it with advice on an on-going basis in respect of the OLRT Project and are ineligible to participate as a Respondent or Team Member:

The Firms	Description of Role
Alcea Technologies	IT Application Software
Altus Groups	Appraisal Services
Alta Planning and Design	Planning & Design Services
Borden Ladner Gervais LLP	Legal Advisory Services
Cassana Technologies	Professional Project Management Services
CeltiConnect	Professional Project Management Services
Core Strategies	Consulting Services
CPCS Transcom Limited	Consulting Services
Corporate Research Group	Real Estate Services
DASutherland	Professional Project Management Services
Deloitte & Touche LLP	Financial Advisory Services
DHM Realty Consulting Incorporated	Real Estate Services
DP3G & Co	Consulting Services
Fotenn Management Incorporated	Real Estate Services
Fairhall Moffat & Woodland Limited	Surveying Services
MHPM Project Managers Incorporated	Professional Project Management Services
Meridian Project Management	Professional Project Management Services
Podium Projects	Professional Project Management Services
PPI Consulting Limited	Consulting Services
PriceWaterhouseCoopers LLP	Financial Advisory Services
Russo & Redd Consulting	Professional Project Management Services
Steer Davies & Gleave	Planning & Design Services
Stonehurst Associates	Professional Project Management Services
The Cardigan Group	Professional Project Management Services
Thornley Fallis	Communication Services
Tiree	Consulting Services
Urban Strategies	Communication / Imaging Services
Usher Capordelis Seguin	Real Estate Services

As a result of their involvement in the Project, the Persons, any Person Controlled by, that Controls or that is under common Control with such listed Persons and the subcontractors and consultants of such listed Persons, are not eligible to participate as a Respondent or Team Member.

- (ii) A Joint Venture (Capital Transit Partners - CTP) of Morrison Hershfield Limited, URS Canada Inc., Jacobs Associates Canada Corporation and STV Canada Consulting Inc. has been retained by the City to conduct the "Ottawa Light Rail Transit Project Tunney's Pasture to Blair Preliminary Engineering and Project Management Services – RFP No. 00410-92594-P01" in respect of the OLRT Project. Sub-consultants to the joint venture include:
- o A Kelly Communications
 - o Annis O'Sullivan Vollebakk
 - o Busby Perkins + Will



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- o Corrosion Diagnostics Limited
- o Corush Sunderland Wright
- o Delta Media Inc.
- o Faithful + Gould
- o Golder Associates
- o Hanscomb Limited
- o HITE Engineering
- o Mills & Mills Consulting
- o Brad Golden + Gold
- o Novus Environmental
- o LTK Engineering Services

As a result of their involvement in the Project, the Persons, any Person Controlled by, that Controls or that is under common Control with such listed Persons and the subcontractors and consultants of such listed Persons, are not eligible to participate as a Respondent or Team Member.

- (iii) Respondents are advised that the City has retained the following firm(s) to provide it with advice on an on-going basis in respect of the OLRT Project:

The Firms	Description of Role
601 Bank Street	Consulting Services
Alan Danaher (PB)	Consulting Services
Aon Canada	Consulting Services
Delcan Corporation	Planning & Design Services
DMHS Group Incorporated	Consulting Services
Elza Seregelvi & Associates	Consulting Services
Excel HR	Consulting Services
Garth Gullekson	Communication Services
Laura Millar	Consulting Services
Leones Consulting	Consulting Services
McCormick Rankin Corporation	Consulting Services
Metropolitan Knowledge International	Consulting Services
Northway Photomap	Surveying Services
Steenburgh and Associates	Consulting Services
Tanalex Corporation	Real Estate Services

By providing a RFQ Submission, a Respondent:

(a) confirms that it has disclosed to the City all matters in which it has retained, directly or indirectly (including through an insurer), any of the above-noted firms and shall forthwith disclose any new retainer following the date of such disclosure;

(b) if it has retained any of the above-noted firms, acknowledges that either no conflicts of any nature whatsoever, including legal or business conflicts, exist or will be created as a result of participation in the RFQ Process or the RFP Process to the above-noted firms having acted, and continuing to act, for and on behalf of the City in respect of the OLRT Project; and



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(c) notwithstanding the foregoing, acknowledges that it is waiving all conflicts of any nature whatsoever, including legal or business conflicts, which may now or hereafter exist as a result of the above-noted firms having acted, and continuing to act, for and on behalf of the City in respect of the OLRT Project.

(iv) Respondents are required to complete Form 3 – Conflict of Interest and Unfair Advantage Declaration, attached as Annex D, as part of the RFQ Submission.



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Canadian Content for Transit Vehicle Procurement Policy



MINISTRY OF TRANSPORTATION

**Canadian Content for Transit Vehicle Procurement
Policy**

Issued September 2008



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Effective Date

The Canadian Content for Transit Vehicle Procurement Policy is effective as of September 1, 2008.



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CANADIAN CONTENT FOR TRANSIT VEHICLE PROCUREMENT POLICY

1. DEFINITIONS

When used in this document, the words set out below that import the singular include the plural and vice versa:

"Canadian content policy" means this Canadian Content for Transit Vehicle Procurement Policy", as amended from time to time, issued by the Ministry of Transportation.

"component" means any article, subcomponent, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the transit vehicle.

"dealer" means an agent who distributes transit vehicles on behalf of a manufacturer.

"eligible cost" means the compensation paid by a manufacturer for:

- (a) labour performed in Canada that is directly related to the manufacturing process of transit vehicles;
- (b) work performed in Canada in relation to freight, manuals, special tools, test equipment, or warranties; or
- (c) components, subcomponents and raw materials produced in Canada in respect of transit vehicles or any of the items listed in (b) above.

"engineering" means the application of scientific and technical knowledge to the design, analysis, and/or construction of a subcomponent, component or transit vehicle.

"entity" means a person, firm, corporation, municipality, local board of a municipality, or transit or transportation commission, or authority, acquiring transit vehicles on behalf of a transit operator.

"freight" means the cost for transportation within Canada, and/or paid to a Canadian carrier for a) delivering a subcomponent or component to a manufacturer and b) delivering a transit vehicle to a transit operator or an entity.

"GO Transit" means the Greater Toronto Transit Authority established by the *GO Transit Act, 2001*, S.O. 2001, c.16, Sched. A.

"irreversible manufacturing process" means a manufacturing process which transforms subcomponents into a component which cannot be separated back into the subcomponents without destroying the subcomponents' integrity.

"labour" means the compensation paid for work performed by a manufacturer or, a manufacturer's



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supplier of subcomponents and components, that is directly related to the manufacturing process of transit vehicles, including project management and engineering, plus any benefits paid or general administration and similar expenses recognized and allowed by Canadian accounting rules.

“manual” means a handbook or guidebook, specific to a transit vehicle, that a manufacturer may provide to a transit operator, or an entity.

“manufacturer” means the manufacturer of a subcomponent, component or transit vehicle acquired, or that may be acquired, by a transit operator or an entity and, as applicable, includes a dealer for such manufacturer.

“manufacturing process” means the application of processes to alter the form or function of components or subcomponents to create a component or a transit vehicle.

“Metrolinx” means the Greater Toronto Transportation Authority established by the *Greater Toronto Transportation Authority Act, 2006*, S.O. 2006, c.16.

“Ministry” means the Ministry of Transportation.

“project management” means the application of knowledge, skills, tools, and techniques to the manufacturing process, distribution and acquisition of transit vehicles.

“public transportation” means any service for which a fare is charged for transporting the public by transit vehicles operated by or on behalf of a transit operator, or under an agreement between a transit operator and an entity, and includes special transportation facilities for the physically disabled, but does not include transportation by special purpose facilities such as school buses or ambulance.

“special tools” means an engineered tool that a manufacturer may provide to a transit operator or an entity to service a transit vehicle after delivery.

“subcomponent” means a part of a component which cannot be further separated into its constituent parts without destroying its integrity.

“submission” means a response from a manufacturer to a fair, open and transparent procurement process.

“test equipment” means the diagnostic equipment a manufacturer provides to a transit operator or an entity.

“transit operator” means a municipality, GO Transit or Metrolinx.

“transit vehicle” refers to a street car, bus, trolley bus, subway car, light rail car, or passenger locomotive used for public transportation, made up of subcomponents and components, and acquired by a transit operator, or an entity under a contract with a manufacturer and for which the



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Province of Ontario may provide, in whole or in part, funding.

“warranty” refers to the promise under a contract between a transit operator, or an entity, and a manufacturer that the material and workmanship of the transit vehicle is defect-free and will perform a specified level of performance over a specified period of time.

2. INTRODUCTION

On March 20, 2008, the Government of Ontario announced that all transit vehicles procured with provincial funding must have at least 25 per cent Canadian content. The Canadian content policy is a mandatory requirement for provincial funding of transit vehicles. The policy is expected to promote job retention and creation, foster economic development, protect skilled manufacturing jobs and continue to promote a fair, open and transparent procurement process that ensures value for taxpayers' dollars.

The Ministry of Transportation has conducted extensive stakeholder consultations with municipalities, transit industry manufacturers, suppliers, dealers, as well as its own transit agencies. As a result of the stakeholder consultations, the 25% Canadian content policy will include exemptions and waivers as laid out in this document.

The Canadian content policy is effective as of September 1, 2008. Procurements issued publicly, prior to September 1, 2008, to solicit submissions from manufacturers are exempt from complying with the terms and conditions of the Canadian content policy. The Province will be taking the lead on implementing this policy, through its own coordinated procurement in 2009, the Greater Toronto Transportation Authority (“Metrolinx”) Request For Proposals for Urban Transit Buses under the Joint Transit Procurement Initiative.

As outlined above, the Ontario government is committed to a transparent, fair and open process for transit vehicle procurement that ensures value for taxpayers' dollars. The Canadian content policy will apply to the procurement of transit vehicles acquired with funds received under provincial programs such as the Dedicated Gas Tax Funds for Public Transportation Program (Gas Tax), the Ontario Bus Replacement Program (OBRP), and potentially other programs, as well as separate transit expansion funding commitments.

Although a minimum of 25% must be achieved and attested to in order to receive provincial funding, a municipality may require a higher percentage of Canadian content for its transit vehicle procurements.

3. CALCULATING CANADIAN CONTENT

Under the Canadian content policy, the overall Canadian content of a transit vehicle is calculated as a percentage of the total final costs to the manufacturer, less any applicable taxes.

The Ministry will only consider, as Canadian content, expenditures for eligible costs in respect of transit vehicles for the items listed below and which are directly related to transit vehicles manufacturing process, distribution and acquisition:



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- labour;
- subcomponents and components;
- project management;
- engineering;
- manuals;
- special tools;
- test equipment;
- freight; and
- warranty.

In addition, the percentage of Canadian content for expenditures (see above list of items for which expenditures may be considered eligible) related to transit vehicles, components or subcomponents will be calculated as follows:

1. 100% Canadian for a component that has undergone an irreversible manufacturing process in Canada.
2. 100% Canadian for a component that contains 60% or more Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
3. The exact Canadian percentage for a component that contains between 0% and 59% Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
4. Where a component or subcomponent is procured from a Canadian supplier, a minimum Canadian content of 15% will be assumed, without the requirement of certifying the percentage of Canadian content of the component or subcomponent in a manufacturer's declaration of compliance with the Canadian content policy. Simply handling the component or subcomponent is not sufficient to qualify. The Canadian supplier must provide added value through the procuring, manufacturing or after sales support of the component or subcomponent.

4. CANADIAN CONTENT DECLARATION & CONSENT FORM

Transit operators, and entities, must ensure that each manufacturer demonstrates how it will comply with the Canadian content policy requirements, and obtain a written declaration from the manufacturer:

- certifying the percentage of Canadian content of the transit vehicles described in the manufacturer's submission, calculated in accordance with this policy; and
- providing the manufacturer's consent to the disclosure, verification and audit of the information forming the basis of the declaration, both before the contract award and, for the successful manufacturer, during and after the term of the contract. (See Part 9 below for



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additional details regarding disclosure, verification and audit.)

In addition, transit operators, and entities, must ensure that manufacturers provide such progress reports, during the term of the contract, as they or the Ministry or the Auditor General, or any of their designates, may require, and written declarations of ongoing compliance with the 25% Canadian content requirement.

Should it appear at any time that a manufacturer might not meet the 25% Canadian content level, a transit operator or entity may require the manufacturer to submit a revised plan indicating how it will achieve compliance.

Transit operators, and entities, must ensure that the successful manufacturer demonstrates, upon final delivery of the transit vehicle(s), how it complied with the Canadian content policy requirement, and obtain a written declaration from the manufacturer, certifying the percentage of Canadian content of the transit vehicles, calculated in accordance with this policy.

5. EXEMPTIONS

Through the consultation process, concerns were raised regarding the continued availability of certain types of transit vehicles and the ability to procure transit vehicles in an open and fair and fair procurement process in compliance with the 25% Canadian content requirement.

In consideration of the transit operator's efforts to comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, and to procure specific transit vehicles to meet their individual strategic requirements to improve transit services, the following four vehicle types will be exempted from the 25% Canadian content requirement:

- specialized transit buses;
- conventional transit buses under 40 feet in length;
- double decker buses; and
- passenger locomotives.

Despite the above and to encourage Canadian content for the exempted transit vehicles listed above, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's offer were 5% lower than that which was actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

6. WAIVERS

In the event that no Canadian content compliant submissions are received as part of a fair, open and transparent procurement process for non-exempted vehicles, a transit operator may formally request a waiver to comply with the Canadian policy from the Ministry by providing:



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- a letter from the Chief Administrative Officer or Chief Executive Office to the Deputy Minister of Transportation supporting the request for a waiver;
- a resolution from the transit operator (e.g., municipal Council, GO Transit Board or Metrolinx Board resolution) requesting a waiver; and
- a detailed report outlining the procurement process that was used.

Upon receipt of the waiver request, the Ministry will have the above-noted documents reviewed by a Ministry-appointed fairness monitor to determine whether a fair, open and transparent procurement process was used. If the procurement process was determined to be fair, open and transparent, the Ministry may waive the requirement for compliance with the Canadian content policy for that specific procurement. The Ministry intends to communicate its decision in writing and within 20 business days upon receipt of the fairness monitor's determination on whether it will provide a waiver. If the Ministry decides that the procurement process is not fair, open and transparent, the transit operator will have to decide to either initiate, or have the entity initiate, a new procurement process or proceed without provincial funding.

Where the Ministry issues a waiver, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's submission was 5% lower than actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

7. PROVINCIAL ENFORCEMENT

If, in the opinion of the Ministry, a transit operator, or an entity, fails either to comply with or to ensure manufacturers' compliance with any of the Canadian content policy requirements, the Ministry may avail itself of any remedies it may have under the terms of the program or arrangement under which the transit vehicle may be funded, or any other remedies it may have at law or in equity.

8. MUNICIPAL ENFORCEMENT

Transit operators, and entities procuring transit vehicles on their behalf, are responsible for ensuring the manufacturers' compliance with the Canadian content policy. As such, transit operators and entities are expected to include, in their contract documents, provisions that set out the manufacturers' obligations to comply with the Canadian content policy and remedies should a selected manufacturer default in meeting these obligations. Such remedies may include termination for breach of such requirement. In addition, transit operators and entities may require an indemnity from the selected manufacturer for any liability the transit operator and/or entity might incur in the event of such breach. Transit operators and entities should obtain independent legal advice in order to adequately address related issues.

The Province shall not incur any liability whatsoever, expressed or implied, resulting from a transit operator's or entity's implementation of this Canadian content policy.



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9. DISCLOSURE, VERIFICATION AND AUDIT

Transit operators and entities are required to ensure manufacturers from whom they acquire transit vehicles are in compliance with this Canadian content policy. Despite the above, and unless provided otherwise under the terms of a program or arrangement under which provincial funds are provided for a transit vehicle, the Province and/or the Auditor General, or any of their designates, may also perform a verification or compliance audit to ensure manufacturers from whom transit operators and entities procure transit vehicles comply with this Canadian content policy, the costs of which the Province will assume.

10. WHERE TO REQUEST OR PROVIDE INFORMATION

Any questions from transit operators regarding the Canadian content policy are to be directed to the Ministry's Transit Policy Branch at telephone (416) 585-7360 or fax (416) 585-7343.

Any questions from manufacturers regarding the Canadian content policy for a specific transit operators' procurement should be directed to the transit operator, or entity, responsible for the procurement.



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Detailed Submission Requirements**G.1.0 RESPONDENT INFORMATION (Not Scored)****G.1.1 Cover Letter**

Provide a Cover Letter that introduces your Respondent team, and identifies the Lead Team Member that is responsible and authorized to act on behalf of the Respondent.

G.1.2 Executive Summary

Provide an Executive Summary that highlights the skills, benefits and experience that the Respondent Team possesses, identifies the Key Individuals and other team members, and articulates the benefits that the Respondent Team brings forth to successfully execute the OLRT Project.

G.2.0 TECHNICAL SUBMISSION REQUIREMENTS

Respondents are required to address all of the following items in their Respondent Submissions, being mindful of the organization and structure requirements described in Section 2.31.

G.2.1 PROPOSED TEAM COMPOSITION, ORGANIZATION AND STRUCTURE (20 Points)**G.2.1.1 Team Members and Processes (5 of the 20 Points):**

Respondents should demonstrate how past approaches, prior experiences and lessons learned have prepared, equipped and informed the proposed team structure and processes.

Respondents shall provide each of the following items;

- Brief description of the overall team and structure identifying all Team Members (excluding the Systems & Vehicle provider/manufacture at this time). The description should also include identification of all relevant teams (for example design, construction and maintenance) and their defined roles, responsibilities and authority for key functions.
- Details about the proposed Team Members and their role(s) and function(s) on the Project.
- Evidence of experience of each Prime Team Member in carrying out major light rail infrastructure projects, including DBFM, as a member of a consortium or other similar structure; including, experience as evidenced by projects provided in Sections G.2.2.1 (Prime Team Member Experience).
- Description and details about the proposed Prime Team Members approach to dispute resolution and the mechanisms that will be put in place based on prior experience and/or lessons learned and the relevance to the Project.
- Evidence of ability to act as a single, integrated, seamless team, including evidence that some or all Prime Team Members have performed in the past on projects of similar size and scope to the OLRT Project.

G.2.1.2 Team Organization and Responsibilities (10 of the 20 Points):

Respondents should provide enough supporting information and details of the team organization and responsibilities to support the responses to Section G.2.1.3 (Project Management Approach), and to provide the City with clarity on each Team Member's role and responsibilities.

Respondents shall provide details on each of the following items;

- evidence of a well-organized team by providing an organization chart that clearly defines and articulates each Team Member's role, responsibilities, delegated authority for key functions and decision making bodies, including the decision making process.



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- identification of the leader for each stage (procurement, design, construction, implementation and maintenance) of the Project with clear decision-making authority covering all types of anticipated decisions.
- description of the proposed risk allocation between the Team Members in the structure identified at all stages of the Project, including stranded risks at the Respondent entity level (for example risks other than those passed down to the constructor.)
- approach to ensuring suitable and effective risk management of the Project and the extent to which the approach and the proposed risk allocation described above is based on prior experience, lessons learned and relevance to the Project.
- evidence of applicable executed/legal copies or draft copies of agreements (for example joint venture agreements, MOU, LOI, etc.) documenting the Prime Team Members' roles, responsibilities and approach to the Project risk allocation.
- approach to ensuring labour availability (adequately trained and skilled large enough workforce).

G.2.1.3 Project Management Approach (5 of the 20 Points):

Respondents should demonstrate how past approaches, prior experiences and lessons learned have informed the proposed approach to this Project.

Respondents shall provide details on each of the following items;

- The essential elements of and the approach of the Respondent to developing a successful partnership with the City. Also, the Respondent shall include the extent to which the Respondent's proposed approach is based on past approaches, prior experience, lessons learned and its own best practices and the relevance to the Project.
- The Respondent's approach ensuring suitable and effective integration of design, and construction Prime Team Members and functions. This section should describe linkages/transitions between these Prime Team Members including prior experiences and/or best practices.
- Indicate whether any of the Prime Team members have previously worked together successfully, and if so where, and describe the relevance to this Project.
- Describe the Respondent's unique project skills and best practices, and the relevance of these skills and best practices to the success of this Project.

G.2.2 RESPONDENT PRIME TEAM MEMBER(S) AND KEY INDIVIDUALS EXPERIENCE (40 Points)**G.2.2.1 Prime Team Members Experience (20 of the 40 Points):**

For each Prime Team Member within the Respondent; a minimum of three (3) projects successfully completed over the past fifteen (15) years shall be submitted. The projects submitted should clearly illustrate projects and work on high capacity LRT systems, completed by a DBFM project delivery method, that contain work of a similar nature, size and scope to that contemplated for the Project.

The projects shall be submitted on the forms provided within this Annex G (Overall Projects Template).

Of particular note, Respondents are expected to nominate and submit projects that articulate and focus on experiences in: transportation infrastructure; project and program management; design; construction; maintenance; procurement; sourcing and integration; testing and commissioning; and the successful delivery of high capacity/highly integrated LRT projects that address as many of the following areas as possible:

1. Assembling and managing multi-disciplinary teams;
2. Managing complex design/build contracts, including schedules, budgets, risks and interrelationships between project Team Members;
3. Performance in meeting obligations with respect to schedule, budget and risk management;



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4. Level of achievement in conformance with output based performance specifications, including cured and uncured contractual defaults;
5. Delivery of projects with Zero Incident safety programs, measures and controls;
6. LRT projects in densely populated urban and commercial areas;
7. Tunnels and mined underground stations, including experiences with fire and life safety systems;
8. Variable geotechnical and subsurface strata and conditions;
9. Vehicular, pedestrian, emergency and BRT traffic management within and adjacent to LRT project development areas;
10. Environmental management system programs;
11. Quality management systems and controls;
12. Procurement, strategic sourcing and supply chain innovation;
13. Stakeholder relations including government relations, utilities, aboriginal groups; business and commercial partners, traffic management communications, including public consultation and community relations;
14. LRT Systems in harsh weather conditions;
15. Construction of new stations;
16. Conversions and integration of existing stations into new projects;
17. Permitting and regulatory approvals including operating permits for rapid rail transit systems;
18. Design and construction of maintenance and storage facilities;
19. Identification, procurement and delivery of LRT Systems & Vehicle;
20. LRT system controls;
21. Traction power overhead catenary systems, stray current and corrosion control;
22. System integration;
23. Sustainability implementation and certifications in programs such as LEED and GREENROADS;
24. Fare collection systems;
25. Public information and communications systems;
26. LRT elements that incorporated required accessibility standards; and,
27. Other key elements, lessons learned, and insight from previous DBFM and LRT projects.

G.2.2.2 Key Individual Experience and Availability (20 of the 40 Points):

For each Key Individuals listed below, provide comprehensive resumes that highlight a minimum of three (3) projects, including references that clearly illustrate work on high capacity LRT Systems, completed by a DBFM project delivery method, that contain work of a similar nature, size and scope to that contemplated for the OLRT Project. In addition, resumes should describe their degree of involvement of transportation infrastructure; project and program management; design; construction; maintenance; procurement; sourcing and integration; testing and commissioning; and the successful delivery of high capacity/highly integrated LRT projects.

The resumes should also include the individuals' role and responsibilities on the project; duration and details of the involvement a reference with contact information; and challenges encountered and overcome. For the Key Individuals identified, list the projects for which they are currently involved and the anticipated completion dates.

KEY INDIVIDUALS:

1. Lead Team Member.
2. Overall Project Manager.
3. Design-Build Director.
4. Vehicle Procurement Officer.
5. Design Manager.
6. Systems Integration Manager.
7. Construction Manager.
8. Quality Director.
9. Health and Safety Officer.
10. Testing, Start-up & Commissioning Manager.



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11. Traffic Management Manager.
12. Traffic Control and Mobility Supervisor.
13. Traffic Engineer.
14. Environmental and Sustainability Director.
15. Environmental and Sustainability Manager.
16. Maintenance Director.
17. Maintenance Manager.
18. Private Financing Lead.

G.2.3 DESIGN, CONSTRUCTION AND MAINTENANCE CAPABILITY (40 Points)

G.2.3.1 Design Capability and Experience (10 of 40 Points):

In responding to this submission requirement, Respondents should articulate and demonstrate how past approaches, prior experiences and/or lessons learned have informed the proposed approach to this Project.

Provide details on each of the following items:

- Describe how the design team will be organized (structurally and contractually) and managed to function as an integrated, seamless team, and how it will be coordinated with the other Prime Team Members and Team Members to ensure design schedule adherence. Indicate proposed resources and a clear accountability and lines of authority between Team Members;
- Describe how the Respondent and the members of its design team will work and communicate with the City and their planning, design, procurement, rail implementation and compliance teams;
- Describe the design approach to balancing capital and lifecycle costs and prior experience with and likelihood of minimizing the capital and life cycle costs;
- Describe how the design team will approach sustainable design (including both GREENROADS and LEED) and how it proposes to coordinate the design decisions to enable the achievement of credits during the construction stage and effectively balance cost premiums with operational savings;
- Describe the design team's design philosophy for the Project and, in particular, its approach to designing a system that efficiently integrates with the existing City BRT infrastructure and considers the design requirements of the interface between the equipment and the infrastructure; and
- Describe the design team's design philosophy for the Project and, in particular, its approach to designing a system that will meet and/or exceed the City's standards with regards to service life, vertical and horizontal curvature, maintainability, serviceability and operational efficiencies.

G.2.3.2 Construction Capability and Experience (10 of 40 Points):

In responding to this submission requirement, Respondent's should articulate and demonstrate how past approaches, prior experiences and/or lessons learned have informed the proposed approach to this Project.

Provide details on each of the following items:

- Describe the individual or individuals proposed to manage the construction team and process;
- Describe how construction phase should be articulated and speak to the coordination required between the Respondent entity and the City;
- Describe examples where the Respondent has fast-tracked a project schedule, including methods of construction that could yield time savings along with examples of prior experience, while considering Ottawa's specific characteristics, neighborhoods and unique constraints;
- Describe examples where the Respondent has achieved economies of scale value (for example where buying power has yielded economies of scale);



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- Describe examples where the Respondent has implemented an effective quality assurance program for the duration of the Project, with descriptions of existing best practices utilized;
- Describe examples where the Respondent has implemented synergistic methods to sequencing, scheduling and logistics of managing large volumes of manufactured materials – including relationship with key suppliers for equipment and material;
- Describe examples where the Respondent has successfully managed the general coordination of all major disciplines for a LRT project; and provide with this description the methodology and existing best practices utilized that demonstrates how the work among various trades was coordinated to avoid on-site conflicts and interferences, and delivered the project on a timely fashion; and
- Describe examples where the Respondent has successfully commissioned a commuter rail system based upon best practices, innovation, and lessons learned.

G.2.3.3 Construction Capacity – General Contractor(s) (5 of 40 Points):

Respondents should also supply the following information:

- Provide a listing of current projects of the general contractor(s) and provide details including percentage complete, planned completion date and contract amount;
- For the Key Individuals identified in Annex G.2.1.2 above, list the projects for which they are currently involved and the anticipated completion dates; and
- Describe the approach to managing the Project in the context of the portfolios of existing and potential construction projects of the general contractor(s) and the Key Individuals identified in Annex G.2.1.2 above.

G.2.3.4 Commissioning and Operational Transfer Capability and Experience (5 of 40 Points):

In responding to this submission requirement, Respondent's should articulate and demonstrate how past approaches, prior experiences and/or lessons learned have informed the proposed approach to this Project.

Provide details on each of the following items:

- Describe the Key Individual(s) proposed to lead the commissioning and operational transfer of LRT systems to an operational governmental entity;
- Describe past experiences with commissioning and operational transfer of LRT systems to operational governmental entities;
- Describe past experiences with training, providing support, as well as technology and knowledge transfer techniques that were employed; and
- Describe functional level activities and techniques employed in shared operational responsibilities with LRT systems, including interface with a unionized labour force.

G.2.3.5 Maintenance Capability and Experience (10 of 40 Points):

In responding to this submission requirement, Respondent's should articulate and demonstrate how past approaches, prior experiences and/or lessons learned have informed the proposed approach to this Project.

Provide details on each of the following items:

- Describe the Key Individual(s) proposed to lead the maintenance and rehabilitation management for the Project;
- Describe how the maintenance and rehabilitation management team, and its members, will be integrated and coordinated with the other Team Members, the City and the City's operational unit;
- Describe how the infrastructure will be managed and the roles and responsibilities of the relevant Prime Team Members;



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- Describe examples where the Respondent has performed maintenance and rehabilitation of LRT projects, specifically interface with the vehicle and its overall system elements/components, to minimize total project cost while ensuring the infrastructure meets project requirements and the client's performance standards;
- Describe examples where the Respondent has worked to ensure suitable and effective management of the interface between successful proponent-delivered maintenance and rehabilitation management services and any related management services that may be delivered by others;
- Describe examples where the Respondent has developed and implemented asset strategies and plans to ensure end of term hand-back standards are achieved;
- Describe examples where the Respondent has developed monitoring programs and incident response plans;
- Describe examples where the Respondent has developed EA conditions of Approval Compliance monitoring program and reporting requirements;
- Describe examples where the Respondent has provided a continuity of quality service management over the length of the contract (e.g. succession planning over a long-term 30-year contract);
- Describe examples where the Respondent has successfully implemented a comprehensive health and safety at the workplace program focused on zero incidents;
- Describe examples where the Respondent has managed a unionized labour force; and
- Describe examples where the Respondent has successfully managed and conformed to policies, practices and procedures for the hiring, training and supervision of staff, including training and supervision on health and safety matters.

G.3.0 FINANCIAL SUBMISSION REQUIREMENTS (Pass/Fail)

G.3.1 Financial Qualifications:

G.3.1.1 Financial Condition

The Respondent should provide the following information for each Prime Team Member using one of the methods provided below:

- i) If available, a current credit rating report from Standard & Poor's, Moody's Investor Services, Fitch Ratings or Dominion Bond Rating Service;
AND
- ii) The following financial information:
 - Copies of annual audited (to the extent an audit has been conducted) or unaudited Financial Statements and annual reports for each of the last three (3) fiscal years;
 - Copies of the interim financial statement for each quarter since the last fiscal year for which annual financial statements are provided;
 - Details of any material off-balance sheet financing arrangements currently in place;
 - Details of any material events that may affect financial standing since the last annual or interim financial statements provided; and
 - Details of any bankruptcy, insolvency, company creditor arrangement, major litigation in excess of \$10 million, or other insolvency proceeding in the last three (3) fiscal years.

G.3.1.2 Financial Capacity

The Respondent should provide the following information of the Lead Team Member and Prime Team Member(s):

- i) Provide a current letter of reference from a bank or other licensed financial institution that confirms length of time the Lead Team Member and Prime Team Member(s) has been a client, and details of the relationship,
- ii) For all Prime Team Member(s) who are involved in the construction works or tunnelling works, provide



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information on any known or committed construction projects that are planned to occur over the next 5 years and the impact on its ability to raise capital.

G.3.1.3 Track Record and Experience

The Respondent should provide three (3) project examples that demonstrate the ability of the Respondent to obtain long-term financing on previous projects involving work on high capacity LRT systems, completed by a DBFM project delivery method, that contain work of a similar nature, size and scope to that contemplated for the Project.

For each project example provide:

- i) Project name and location (City, Province/State, Country);
- ii) Client reference (client name, contact name, location, phone number, and e-mail address);
- iii) Project description (including dates) and current status;
- iv) The method of delivery (for example conventional, design-build, public-private-partnership etc);
- v) Project capital cost;
- vi) Role in providing, arranging, or securing financing for the construction project;
- vii) A summary of the amounts, term, and types of financing raised (including the risk capital contributed), and disclosure of any incidents of default;
- viii) Key individuals and their respective roles;
- ix) Relevance to the project regarding design, construction or maintenance components;
- x) Any history of litigation; and
- xi) Any further information that will assist in evaluating the RFQ Submission.

G.3.1.4 Approach

The Respondent should provide an outline of its proposed approach to financing the Project, including:

- i) Potential sources of financing, and if appropriate confirmation from lenders that, subject to appropriate due diligence and other tests at the RFP stage, of their interest and willingness to provide the necessary financing;
- ii) Potential capital structure;
- iii) Anticipated security package that will be required by lenders, including type and amount of security, as well as a preliminary analysis of the Respondent's ability to provide this package;
- iv) Any potential role of a financial advisor in arranging financing and their approach to achieving financial close; and,
- v) Approaches to innovative financing transaction structures to achieve added value for money, including benchmarking and other efforts to ensure reduced financing costs.

G.3.2 Indemnification and Availability of Insurance:

The Respondent, its Team Members, and other related persons will be required to indemnify and save harmless the City of Ottawa, its employees, directors, officers or agents from and against all claims, actions, suits, demands and other related persons in connection with the Project Agreement.

Respondents must provide written Evidence of Ability to Provide Insurance from a reputable, licensed insurance broker of its ability, if required, to obtain a comprehensive contractor-controlled insurance program (CCIP). The CCIP, if the method of insurance delivery selected by the City, may contain the following general characteristics:

- i) The CCIP must be underwritten by insurers (licensed in Canada where required by law or statute) with a Financial Strength Rating of not lower than "A-" for three out of the previous five years but not lower than "B" at any time during those five years and a Financial Size Category of not lower than VII being established by A.M. Best Company;
- ii) The CCIP may include the following insurances:



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- “All Risks” Course of Construction Property, including Boiler and Machinery in an amount equal to an appropriate Probable Maximum Loss to be determined;
 - “Wrap-Up” Commercial General Liability and Non-Owned Automobile Liability with a limit of not less than \$100 million per occurrence and in the annual aggregate with respect to Projects and Completed Operations. Coverage will also include at least 24 months Completed Operations coverage following completion of construction;
 - Project Specific Professional Liability with a limit of not less than \$25 million per claim and in the aggregate. Coverage will also include an extended reporting period of five years following completion of construction;
 - Project Specific Pollution Liability (combined Contractors’ Pollution Liability and Pollution Legal Liability) with a limit of not less than \$25 million per claim and in the aggregate. Coverage will also include an extended reporting period of three years following completion of construction;
 - Automobile Liability with a limit of not less than \$10 million per occurrence;
 - Workplace Safety and Insurance Board (WSIB); and
 - Such other insurance as would customarily be obtained by a prudent contractor engaged in an undertaking similar in scope to the Project may also be required of Pre-Qualified Respondents at the RFP stage.
- iii) The CCIP shall protect the Respondent, its Team Members, its contractors, its subcontractors, its consultants, the City and other government entities as required and lenders as required.

Use the “Evidence of Ability to Provide Insurance” provided in Annex D – Form 4 to provide confirmation that all insurances noted in G.3.2.2 can be obtained.

G.3.3 Evidence of Availability to Obtain Performance Security:

Respondents must provide evidence in writing by completing Form 5 “Evidence of Ability to Obtain Performance Security” provided in Annex D, from their providers of performance security of the capacity to obtain:

- i) \$500 million performance and labour and materials payment bond, OR
- ii) Standby letter of credit in amount of \$230 million, OR
- iii) Another combination of both standby letters of credit and other performance security package totaling \$500 million in a form found acceptable to the City.

Use the “Evidence of Ability to Obtain Performance Security” provided in Annex D – Form 5, to provide confirmation that all performance security can be obtained.

G.4.0 ADDITIONAL INFORMATION (NOT SCORED)

The information requested in this section, while mandatory for a compliant submission, will not be scored.

G.4.1 Workplace Safety and Insurance Board

For each Respondent’s general contractor, and maintenance and rehabilitation service provider, provide information on the following items:

- i) WSIB Clearance Certificate or equivalent
- ii) WSIB CAD-7 Annual Statement or equivalent

G.4.2 Forms Required by Annex D

The Respondent shall submit all forms requested in this RFQ, including those required by Annex D – Forms, to be deemed compliant.

Form 1: Declaration, Team Composition and Consent Form(s)

Form 2: Submission Form

Form 3: Conflict of Interest and Unfair Advantage Declaration

Form 4: Evidence of Ability to Provide Insurance

Form 5: Evidence of Ability to Obtain Bonding



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G.4.3 Submission Check List

The Respondent is encouraged to complete and submit the form in Annex H – Submission Check List to this RFQ.



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Overall projects template

Project Title:		
Project Client Name:		
Project Costs:	Total Project Value: \$	
	Total Capital Value: \$	
Respondent Team Member Responsible:		
	Name:	Role:
Key Team Members Included in Project:		
Date of Construction:	Start:	Completion:
Client Reference:	Name:	
	Title:	
	Organization:	
	Address:	
	Phone:	
	E-Mail:	



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Project Description and Information

Project Title:
Describe the experience and capability of Team Members focusing on as many of the areas listed in section G.2.2.1 as applicable.
<ol style="list-style-type: none"> 1) Assembling and managing multi-disciplinary teams. 2) Managing complex design/build contracts, including schedules, budgets, risks and interrelationships between project Team Members. 3) Performance in meeting obligations with respect to schedule, budget and risk management. 4) Level of achievement in conformance with output based performance specifications, including cured and uncured contractual defaults. 5) Delivery of projects with Zero Incident safety programs, measures and controls. 6) LRT projects in densely populated urban and commercial areas. 7) Tunnels and mined underground stations, including experiences with fire and life safety systems. 8) Variable geotechnical and subsurface strata and conditions. 9) Vehicular, pedestrian, emergency and BRT traffic management within and adjacent to LRT project development areas. 10) Environmental management system programs.



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- 11) Quality management systems and controls.
- 12) Procurement, strategic sourcing and supply chain innovation.
- 13) Stakeholder relations including government relations, utilities, aboriginal groups; business and commercial partners, traffic management communications, including public consultation and community relations.
- 14) LRT Systems in harsh weather conditions.
- 15) Construction of new stations.
- 16) Conversions and integration of existing stations into new projects.
- 17) Permitting and regulatory approvals including operating permits for rapid rail transit systems.
- 18) Design and construction of maintenance and storage facilities.
- 19) Identification, procurement and delivery of LRT Systems & Vehicle.
- 20) LRT system controls.
- 21) Traction power overhead catenary systems, stray current and corrosion.



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- 22) System integration.
- 23) Sustainability implementation and certifications in programs such as LEED and GREENROADS.
- 24) Fare collection systems.
- 25) Public information and communications systems.
- 26) LRT elements that incorporated required accessibility standards.
- 27) Other key elements, lessons learned and insight from previous DBFM and LRT projects.



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Submission Check List

Notwithstanding inclusion of this check list, the Respondent is solely responsible for ensuring that all Required Submissions are included in its RFQ Submission.

	Item	Included (Y/N)
1	G.1.0 RESPONDENT INFORMATION (Not Scored)	
	G.1.1 Cover Letter	
	G.1.2 Executive Summary	
2	G.2.0 TECHNICAL SUBMISSION REQUIREMENTS	
	G.2.1 Proposed Team Composition, Organization and Structure (20 Points)	
	G.2.1.1 Team Members and Processes (5 of the 20 Points):	
	G.2.1.2 Team Organization and Responsibilities (10 of the 20 Points):	
	G.2.1.3 Project Management Approach (5 of the 20 Points):	
	G.2.2 Respondent Prime Team Member(s) and Key Individuals Experience (40 Points)	
	G.2.2.1 Prime Team Members Experience (20 of the 40 Points):	
	G.2.2.2 Key Individual Experience and Availability (20 of the 40 Points):	
	G.2.3 Design, Construction and Maintenance Capability (40 Points)	
	G.2.3.1 Design Capability and Experience (10 of 40 Points):	
	G.2.3.2 Construction Capability and Experience (10 of 40 Points):	
	G.2.3.3 Construction Capacity – General Contractor(s) (5 of 40 Points):	
	G.2.3.4 Commissioning and Operational Transfer Capability and Experience (5 of 40 Points):	
	G.2.3.5 Maintenance Capability and Experience (10 of 40 Points):	
3	G.3.0 FINANCIAL SUBMISSION REQUIREMENTS (Pass/Fail)	
	G.3.1 Financial Qualifications	
	G.3.1.1 Financial Condition	
	G.3.1.2 Financial Capacity	
	G.3.1.3 Track Record and Experience	
	G.3.1.4 Approach	
	G.3.2 Indemnification and Availability of Insurance – Form 4	
	G.3.3 Evidence of Availability to Obtain Performance Security – Form 5	
4	G.4.0 ADDITIONAL INFORMATION (NOT SCORED)	
	G.4.1 Workplace Safety and Insurance Board	
	i) WSIB Clearance Certificate or equivalent	
	ii) WSIB CAD-7 Annual Statement or equivalent	
	G.4.2 Forms Required by Annex D	



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	Item	Included (Y/N)
	Form 1: Declaration, Team Composition and Consent Form(s)	
	Form 2: Submission Form	
	Form 3: Conflict of Interest and Unfair Advantage Declaration	



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Definitions

“Administrative Authority” means the person named in Section 2.5 of the RFQ.

“BRT” has the meaning given in Section 1.1 of the RFQ.

“CCM” has the meaning given in Section 2.6 of the RFQ.

“CEAA” has the meaning given in Section 1.2 of the RFQ.

“City” means the City of Ottawa and/or its departments.

“Claim” means any claim, demand, liability, damage, loss, suit, action or cause of action and all associated costs and expenses therewith.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and “Controls”, “Controlling” and “Controlled” have corresponding meanings.

“Criteria Air Contaminants” refers to a group of pollutants that include Sulphur Oxides (SO_x), Nitrogen Oxides (NO_x), Particulate Matter (PM), Volatile Organic Compounds (VOC), Carbon Monoxide (CO), Ammonia (NH₃) and can also include Ground-level Ozone (O₃) and Secondary Particulate Matter (PM).

“DBFM” has the meaning given in Section 1.1 of the RFQ.

“Evaluation Committee” means a committee established in accordance with the City of Ottawa Purchasing By-law, composed of representatives of the City, assisted by advisors and/or the City’s Supply Management Division) and facilitated by the City’s Lead Procurement official, that will review and evaluate RFQ Submissions and recommend a list of Pre-Qualified Respondents to the Executive Steering Committee.

“Financial Submission Requirements” means the information required in Section G3.0 in Annex G to this RFQ.

“Key Individual” means an individual who will play an important and defined role in the OLRT Project on behalf of the Respondent, as listed in Section G.2.2.2.

“Lands” has the meaning given in section 1.5 of the RFQ.

“Lead Team Member” is the Prime Team Member that will direct and coordinate the activity of the Respondent and has the authority to bind all Team Members.

“LRT” has the meaning given in Section 1.1 of the RFQ.

“Maintenance” means the maintenance of the elements of the OLRT Project as described in the RFQ.

“OLRT” has the meaning given in Section 1.1 of the RFQ.

“Person” means an individual, corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a regulatory body, or agency, a governmental authority or agency, an executor or administrator or other legal or personal representative, or any other juridical entity.



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“Planned Targeted Addendum” has the meaning given in section 1.8 of the RFQ.

“Preferred Proponent” has the meaning given in section 1.1 of the RFQ.

“Pre-Qualified Respondent” has the meaning given in section 1.1 of the RFQ.

“Prime Team Member” means any member of the Respondent that: (i) will carry out 25% of the construction works or more, based on the estimated construction costs of the Project; (ii) will carry out 25% of the maintenance works or more, based on the estimated maintenance costs of the Project; or (iii) will either provide equity capital and/or act as debt arranger to the entity that will be put forward by the Respondent to enter into the Project Agreement with the City.

“Project” (also referred to as the “OLRT Project”) is the City’s East-West LRT project, as described in this RFQ.

“Project Agreement” means all of the legal documents and instruments which the City will enter into with the Preferred Proponent for the supply, design, construction and maintenance of the OLRT Project, as will be further set out in the RFP.

“Provincial EA” has the meaning given in section 1.7 of the RFQ.

“Respondent” means the individual, company, partnership, joint venture or other legal entity that may or has submitted a RFQ Submission.

“RFP” means the request for proposals for the OLRT Project.

“RFP Process” means the process described in Section 2.1(b).

“RFQ” means this request for qualifications for the OLRT Project.

“RFQ Process” means the process described in Section 2.1(a).

“RFQ Submission” has the meaning given in section 1.1 of the RFQ.

“RFQ Submission Deadline” has the meaning given in Section 2.30 of the RFQ.

“Submission Requirements” means those requirements for a RFQ Submission described in section 2.31 of this RFQ.

“Systems & Vehicle” means the LRT vehicles, train controls, communications, power supplies and distribution, intrusion detection, and all other required and necessary elements, components and appurtenances.

“Team Member” is an individual, company, partnership, joint venture or other legal entity that is part of the Respondent.

“Technical Submission Requirements” means the information required in section G.2.0 in Annex G to this RFQ.

“TMP” has the meaning given in section 1.2 of the RFQ.