

ALBERTA INFRASTRUCTURE AND TRANSPORTATION

REQUEST FOR QUALIFICATIONS

FOR THE

DESIGN, BUILD, FINANCE, OPERATE

OF

**NORTHWEST ANTHONY HENDAY DRIVE
BEING THE NORTHWEST LEG OF THE RING ROAD FOR
THE CITY OF EDMONTON, ALBERTA, CANADA**

July 25, 2007



TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	Executive Summary of the Business Opportunity	1
1.2	Background	2
1.3	Objectives of this RFQ.....	2
1.4	Instructions to Interested Parties	4
1.5	Addenda to this RFQ	4
1.6	Communications.....	5
1.7	No Lobbying	5
1.8	Information Meeting.....	6
1.9	Available Information	6
1.10	No Liability	7
1.11	Defined Terms	7
2	THE PROJECT	7
2.1	Description of Project.....	7
2.2	Procurement Process	8
2.3	DBFO Agreement	9
2.4	Project Schedule	10
3	RFQ REQUIREMENTS	11
3.1	Ineligibility	11
3.2	Team Name and Lead Contact.....	11
3.3	Format of Submission.....	12
3.4	Confidentiality of Submissions and the Collection of Personal Information	12
3.5	Publicity	13
3.6	No Collusion	13
3.7	Non-Conforming Submissions	13
3.8	Expenses.....	13
4	YOUR TEAM	14
4.1	Team Members	14
4.2	Key Individuals	15
4.3	Substitutions	15
5	YOUR EXPERIENCE	16
5.1	Team Members' Experience	16
5.2	Key Individuals' Experience.....	16
5.3	Collective Experience	16
6	YOUR PLAN	17
6.1	Design-Construction Plan	17
6.2	Operation & Maintenance Plan.....	17
6.3	Financing Plan.....	18
6.4	Consortium Management Plan	18
7	YOUR ADVANTAGE	19
7.1	Submission Requirements.....	19
8	RFQ EVALUATION	20
8.1	Scoring Matrix.....	20

8.2	Pass/Fail Threshold	21
8.3	Basis of Evaluation	21
8.4	Clarifications and Interviews	21
8.5	Debriefing	21

Exhibit A (location of Project within Edmonton)

Exhibit B (location of interchanges, flyovers and crossings)

Appendix "A" (section 1.11 - Defined Terms)

Appendix "B" (sections 3.2, 4.1, 4.2/5.2 and 5.1 - Tables)

1 INTRODUCTION

1.1 *Executive Summary of the Business Opportunity*

Alberta Infrastructure and Transportation (“**INFTRA**”) has received Alberta Government approval to proceed with procurement of the design, build, financing and operation (“**DBFO**”) of Northwest Anthony Henday Drive (the “**Project**”), being the northwest leg of the ring road for the City of Edmonton, Alberta, Canada. The location of the Project in the context of the City of Edmonton is shown on Exhibit A. The Project is described in detail in section 2 of this Request for Qualifications (“**RFQ**”).

In summary, the Project consists of an approximately 21 kilometre divided highway consisting of four to six lanes plus additional basic and auxiliary lanes, and includes a system interchange, seven interchanges, three flyovers, two rail crossings and additional pre-grading for future interchanges (see Exhibit B).

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

The DBFO Agreement for the Project will award to the successful bidder responsibility to design, construct and partially finance the Project, and to operate and maintain it for a term of 30 years following opening of the road. INFTRA will provide partial funding for the Project in an amount currently anticipated to be the lesser of \$500 million or 50% of the successful bidder’s capital cost of the Project. The successful bidder will supply private financing for the balance of the capital cost of the Project.

INFTRA intends that the RFP will be issued on or about October 1, 2007, that final bids in response to the RFP will be required on or about May 15, 2008, and that the DBFO Agreement will be entered into on or about August 1, 2008. (See Project Schedule in section 2.4 below.)

1.2 Background

Alberta has one of the fastest growing economies in Canada and is one of the primary driving forces behind Canada's current economic growth. Alberta is an excellent place to work, live and do business.

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

INFTRA is responsible for the operation of 25,000 kilometres of paved and 5,000 kilometres of gravel highway network in the Province, including 3,800 bridge structures. This highway network has a depreciated value of about \$20 billion.

INFTRA is planning to expand its transportation network throughout the Province and to expand the ring roads around Edmonton and Calgary. The 2005 Throne Speech stated that one of the Alberta Government's goals is to complete the ring roads around Edmonton and Calgary by 2015.

The Project will be a vital transportation corridor for the movement of goods through Alberta and a key transportation link within the City of Edmonton.

The Project is a top priority for INFTRA. The DBFO Agreement will be one of the largest single transactions entered into by INFTRA.

1.3 Objectives of this RFQ

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

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

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

- (i) to expeditiously complete the procurement process;
- (ii) to complete construction of the Project so that it is ready for traffic availability by November 1, 2011;

- (iii) to achieve value for money, that is, optimal value over the life of the Project, i.e. during the design-build phase and for a 30 year term thereafter (the “Term”);
- (iv) to ensure that the Project is designed, built and operated in an environmentally sound manner and in a manner that ensures the safety of the traveling public; and
- (v) to ensure that the highway infrastructure is handed back to INFTRA in suitable condition at the end of the Term.

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

- (A) engage in the procurement process through to final bids;
- (B) submit highly competitive final bids that will achieve value for money for the DBFO; and
- (C) if selected as the successful bidder, design and build and operate the highway effectively and efficiently and in a manner that is financially and environmentally sound and that appropriately protects the safety of the traveling public.

INFTRA believes that assessment of Respondents’ respective ability to satisfy the above criteria and meet the above objectives turns on four key questions:

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

4. What is your advantage? -- What are your significant advantages, whether of experience, organization, methodology or innovation, that suggest a relatively high probability that your Consortium will be able to deliver the winning bid and thereafter successfully carry out the Project through to the end of the Term? Section 7 of this RFQ addresses this key question.

1.4 Instructions to Interested Parties

All interested parties requesting an RFQ information package are required to register with INFTRA. To become "**Registered Parties**", interested parties will be required to pay a \$250 non-refundable fee. Only Registered Parties will be entitled to receive addenda to the RFQ issued by INFTRA.

Submissions by Respondents in response to this RFQ must:

- be in the format described in section 3.3 of this RFQ;
- clearly identify the submission package as relating to "Northwest Anthony Henday Drive, Request for Qualifications"; and
- be addressed to the attention of and physically delivered (fax or e-mail submissions will be rejected) to the address set out below no later than 4:00 p.m. local (Edmonton) time on August 30, 2007:

Attention: Neill McQuay, P.Eng.
Executive Director, Major Capital Projects
Location: Alberta Infrastructure and Transportation
Tender Admission
Tender Deposit Counter
1st Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3

1.5 Addenda to this RFQ

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

1.6 Communications

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

Neill McQuay, P.Eng.
Executive Director, Major Capital Projects
Alberta Infrastructure and Transportation
2nd Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3
Email: neill.mcquay@gov.ab.ca
Phone: (780) 415 1076
Fax: (780) 440 8719

Registered Parties who wish to ask questions regarding this RFQ (other than in the course of the information meeting contemplated by section 1.8, below) must submit them by a letter to the Designated Representative (which may be by e-mail attachment in PDF form). INFTRA may decline to respond to questions received less than ten business days before the RFQ closing date indicated in section 1.4 above. INFTRA may, where in its assessment confidentiality is not in issue and its response to a particular question is likely to be of interest to other Registered Parties, distribute to all Registered Parties copies of questions and INFTRA’s responses.

1.7 No Lobbying

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

1.8 Information Meeting

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

Date: August 15, 2007
Time: 10:00 A.M. to 12:00 P.M. local (Edmonton) time
Location: To be determined, Edmonton, Alberta

Interested parties wishing to attend the information meeting must confirm their intention before August 13, 2007 to:

Carla Armstrong
Executive Secretary
Alberta Infrastructure and Transportation
2nd Floor Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta, Canada
T6B 2X3
Email: carla.armstrong@gov.ab.ca
Phone: (780) 644 5612
Fax: (780) 422 2846

1.9 Available Information

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

- draft Stage 1 Functional Planning Study drawings;
- the RFP issued for the Northeast Stoney Trail DBFO;
- the version of the DBFO Agreement that culminated the Northeast Stoney Trail RFP process, dated September 29, 2006; and
- Tables 3.2, 4.1, 4.2/5.2 and 5.1 in electronic word format.

INFTRA also maintains the following website that includes all of INFTRA's Guidelines, Standards and Specifications as well as current news and information:

- www.infratrans.gov.ab.ca

1.10 No Liability

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

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

1.11 Defined Terms

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

2 THE PROJECT

2.1 Description of Project

The Project will comprise:

- Approximately 21 kilometres of a new four to six lane divided freeway between Highway 16 west and Manning Drive within the INFTRA owned Transportation/Utility Corridor in the City of Edmonton. The design life will be 75 years for structures. All designs will have to meet national and provincial design codes and technical standards;

- interchanges at:
 - Highway 16 west and Anthony Henday Drive;
 - 184 Street;
 - 137 Avenue (bridge only);
 - St. Albert Trail;
 - Campbell Road;
 - 127 Street;
 - 97 Street;
 - 66 Street;
 - 50 Street (grading only); and
 - Manning Drive;
- flyovers at:
 - 170 Street;
 - 142 Street;
 - 82 Street; and
 - Highway 28 north of 97 Street Interchange; and
- two CN railway bridge crossings.

The operation and maintenance component of the DBFO will comprise:

- pavement surface maintenance (ride, skid resistance, etc.);
- pavement rehabilitation;
- bridge maintenance and rehabilitation;
- snow and ice removal;
- sign and landscape maintenance;
- drainage maintenance; and
- illumination and signal control.

INFTRA will provide partial funding for the Project in an amount currently anticipated to be the lesser of \$500 million or 50% of the successful bidder's capital cost of the Project. The successful bidder will supply private financing for the balance of the capital cost of the Project.

The entire right of way has been purchased by INFTRA with the exception of some minor parcels which will be purchased by December 2008. The highway will not be tolled.

2.2 Procurement Process

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

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

- Package Submission Requirement (“SR”) 1 -
 - general management plan;
- Package SR 2 –
 - detailed plans for design, construction, operations, maintenance, safety audit, whole-life management (preservation and rehabilitation), traffic management, quality management, environmental management, public communication, safety, project schedule, collaborating, insurance and indicative financial model; and
- Package SR 3 –
 - financial model, financing plan and financial offer.

INFTRA also intends to invite but not require Proponents to participate in an Optional Innovation Submission and feedback process. The Optional Innovation Submission would include non-binding information on innovative solutions being considered and identify departures from the solutions presented in the functional plan provided by INFTRA. Proponents are not required to adopt in their SR Packages the innovative solutions proposed in their Optional Innovation Submissions.

An honorarium for RFP proposal development costs of \$1,000,000 (One Million Canadian Dollars) will be paid to each of the unsuccessful Proponents who has submitted a compliant proposal to the RFP and agrees to transfer to INFTRA all intellectual property rights (including waiving of moral rights) contained within the Proponent’s proposal. The successful Proponent will not be paid the honorarium.

2.3 DBFO Agreement

The draft DBFO Agreement will be issued concurrently with the RFP. It will be based in large measure upon the agreement utilized in the successful Northeast Stoney Trail DBFO (see section 1.9 above).

Proponents will be afforded at least two opportunities to provide written comments on the DBFO Agreement and thereafter engage in meetings with INFTRA’s team. The DBFO Agreement will be finalized prior to the submission of final bids (see Project Schedule section 2.4 below), and will not be negotiated further following selection of the Proponent submitting a compliant bid with the lowest net present value (the “**Preferred Proponent**”).

2.4 Project Schedule

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

- Issue RFQ July 25, 2007
 - RFQ Information Meeting August 15, 2007
 - RFQ Response Deadline August 30, 2007
 - RFQ Respondent Presentations to Selection Committee September 26, 2007
 - RFP Proponent Selection Announcement September 28, 2007

- Issue NAHD RFP October 1, 2007
 - Proponents Information Meeting October 10, 2007
 - Utility Stakeholder Meeting October 17, 2007
 - SR 1 Submission Deadline October 25, 2007
 - Agreement Comments Deadline November 2, 2007
 - Notification of SR1 Results November 6, 2007
 - Innovation Submission Deadline November 15, 2007
 - Agreement Meeting #1 November 14, 15, 16, 2007
 - Engineering Meeting #1 November 20, 21, 22, 2007
 - Notification of Innovation Results December 13, 2007
 - Engineering Meeting #2 January 8, 9, 10, 2008
 - SR 2 Submission Deadline January 31, 2008
 - Proponent Agreement Comments Deadline February 8, 2008
 - Agreement Meeting #2 February 20, 21, 22, 2008
 - Issue Final Form of DBFO Agreement March 14, 2008
 - Notification of SR2 Results April 15, 2008
 - SR 3 Submission Deadline May 15, 2008

- Notification of Preferred Proponent May 30, 2008
- DBFO Agreement Signing August 1, 2008
- Traffic Availability November 1, 2011

3 RFQ REQUIREMENTS

3.1 *Ineligibility*

Respondents must not include among their Team Members or Key Individuals any business entity or individual who is, or is associated with in any way likely to create a conflict of interest or a perception of conflict of interest, any of the following:

- any consultant retained by INFTRA in relation to the Project, including but not limited to consultants providing engineering, process, finance or financial capacity advice;
- the fairness auditor for the Project;
- any member of the Legislative Assembly of Alberta, or any associated person (as set out in the *Conflicts of Interest Act* (Alberta)).

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

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

3.2 *Team Name and Lead Contact*

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

The following information must be provided for the Contact Individual:

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

Table 3.2 in the attached Appendix “B” must be completed and provided as part of the Respondent’s submission.

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

3.3 Format of Submission

Your submission must:

- be entirely in the English language;
- consist of the information required by section 3.2 and sections 4, 5, 6 and 7 of this RFQ;
- include one original hard copy and 12 additional hard copies (including one copy in unbound form and otherwise suitable for copying), and one electronic copy; and
- in furtherance of confidentiality, include in a **SEPARATE SEALED ENVELOPE MARKED “CONFIDENTIAL FINANCIAL INFORMATION”** all financial statements that are part of the submission.

3.4 Confidentiality of Submissions and the Collection of Personal Information

Except as otherwise expressly indicated by Respondents, submissions in response to this RFQ will be considered to have been submitted in confidence and will be treated by INFTRA and its consultants as confidential, subject however to the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) (“**FOIP**”) governing access to information. In the event of a request under FOIP for access to any submissions under this RFQ, affected Respondents will be given notice and an opportunity to object to disclosure, pursuant to the provisions of FOIP protecting the confidentiality of third party business information.

The Respondent must advise, and must ensure Team Members advise, Key Individuals that all personal information (as defined in FOIP) provided to INFTRA in conjunction with the RFQ process is being collected for the purpose of evaluating the Respondent’s RFQ submission, pursuant to the *Government Organization Act* (Alberta). The Key Individuals must also be advised that should they have any questions regarding this collection they may contact the Designated Representative. It is the Respondent’s responsibility to obtain Key Individuals’ authorization to include such personal information in the RFQ

submission and authorization for INFTRA to do reference checks. Respondents must, if so requested by INFTRA, supply evidence demonstrating that such authorizations have been properly obtained in accordance with this section.

3.5 *Publicity*

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

3.6 *No Collusion*

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

3.7 *Non-Conforming Submissions*

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

- if in INFTRA's opinion the Non-Conformance is immaterial, waive the Non-Conformance;
- if the Non-Conformance is an omission, INFTRA may give the Respondent up to five business days to supply the omitted material; or
- if in INFTRA's opinion the Non-Conformance is material, reject the submission as non-compliant.

3.8 *Expenses*

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

4 YOUR TEAM

4.1 *Team Members*

Tell us about the Team Members who constitute your Consortium, including at least completion of Table 4.1A in the attached Appendix “B”. As indicated by that Table, Team Members must be separately listed for:

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

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

Tables 4.1B to 4.1I in the attached Appendix “B” must be fully completed and included as part of your submission.

You must indicate a lead (the “**Lead Team Member**”) for each of your design-construction team, your operation & maintenance team, and your financing team. For each Lead Team Member, as well as for any Team Member who is or is part of the “Project Lead” but is not otherwise a Lead Team Member, you must include as part of your submission:

- audited financial statements and annual reports for each of the last three years;
- interim financial statements for each quarter since the most recent year for which audited statements are provided; and
- bank references (or alternatively, in the case of the Lead Team Member of your financing team, such alternative information as in your estimation will fully satisfy INFTRA of the financial capability of such Lead Team Member to lead and carry out your Consortium’s plan for financing the Project).

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

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

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

4.2 Key Individuals

Tell us about the Key Individuals who will be the lead for each Team Member, including at least completion of Tables 4.2/5.2A, 4.2/5.2B, 4.2/5.2C, and 4.2/5.2D in the attached Appendix “B”. As indicated by those Tables, Key Individuals must be separately listed for:

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

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

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

4.3 Substitutions

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

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

5 YOUR EXPERIENCE

5.1 *Team Members' Experience*

Tell us about the experience of each Team Member that is pertinent to the Project, including at least completion of Tables 5.1A, 5.1B, 5.1C, and 5.1D in the attached Appendix "B". As indicated by those Tables, the experience of Team Members must be separately listed for:

- your design-construction team;
- your operation and maintenance team;
- your financing team; and
- your "Project Lead" (as defined in section 6.4 below).

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

5.2 *Key Individuals' Experience*

Tell us about the experience of each Key Individual that is pertinent to the Project, including at least completion of Tables 4.2/5.2A, 4.2/5.2B, 4.2/5.2C, and 4.2/5.2D in the attached Appendix "B". As indicated by those Tables, the experience of Key Individuals must be separately listed for:

- your design-construction team;
- your operation and maintenance team;
- your financing team; and
- your "Project Lead" (as defined in section 6.4 below).

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

5.3 *Collective Experience*

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

6 YOUR PLAN

6.1 *Design-Construction Plan*

Describe your plan for the design and construction of the Project, having specific regard to:

- any pertinent information regarding the intended organization, management and coordination of the design-construction team;
- design management, roadway design, bridge design, drainage design, and utilities design;
- construction management, grading, surfacing, utilities and underground work, and bridge construction;
- quality management, quality control and quality assurance;
- safety;
- environmental management;
- whole-life management;
- any specifically intended innovative approaches to design or construction; and
- how your team proposes to deliver cost certainty.

6.2 *Operation & Maintenance Plan*

Describe your plan for the operation & maintenance of the Project following completion of the design-construction phase, having specific regard to:

- any pertinent information regarding the intended organization, management and coordination of the operation & maintenance team;
- operations and routine maintenance, bridge whole-life management, roadway and corridor whole-life management, traffic management;
- public safety;
- major rehabilitation;
- quality control;
- environmental management;
- any specifically intended innovative approaches to operation & maintenance; and
- how your team intends to deliver a measure of cost certainty over the term of the Project.

6.3 Financing Plan

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

- any pertinent information regarding the management, organization and coordination of the financing team;
- delivery of the “Financing Letter of Credit” (see the Northeast Stoney Trail DBFO Agreement) that will be required to be lodged upon signing of the DBFO Agreement;
- equity financing (including anticipated sources);
- debt financing (including anticipated sources);
- any specifically contemplated innovative approaches to financing of the Project;
- any specifically contemplated alternatives to your financing plan; and
- the ramifications for your financing plan of the Province providing cash funding of up to 50% of the capital cost of the Project.

6.4 Consortium Management Plan

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

- which Team Member or combination of Team Members, and which Key Individual or Key Individuals (collectively, the “**Project Lead**”) will be the directing mind and will of your Consortium;
- decision-making on behalf of the Consortium, both during the RFP stage and beyond;
- contractual relationships among Team Members;
- risk allocations among Team Members;
- communications with media, the public, The City of Edmonton, The City of St. Albert, Sturgeon County, Strathcona County, and other stakeholders; and
- any other pertinent information regarding the organization, management and coordination of the Consortium.

7 YOUR ADVANTAGE

7.1 *Submission Requirements*

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

- a. engage in the procurement process through to final bids;
- b. submit a highly competitive final bid that would achieve value for money for the DBFO; and
- c. if selected as the successful bidder, design and build and operate the highway effectively and efficiently and in a manner that is financially and environmentally sound and that appropriately protects the safety of the traveling public.

8 RFQ EVALUATION

8.1 Scoring Matrix

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

Evaluation Category	Weighting (%)
Project Lead <ul style="list-style-type: none">• Organization and Plan• Team Members' Experience• Key Individuals' Experience	25 10 10 5
Design - Construction Team <ul style="list-style-type: none">• Organization and Plan• Team Members' Experience• Design Key Individuals' Experience• Construction Key Individuals' Experience	30 10 10 5 5
Operation and Maintenance (O&M) Team <ul style="list-style-type: none">• Organization and Plan• Team Members' Experience• Key Individuals' Experience	20 10 5 5
Financing Team <ul style="list-style-type: none">• Organization and Plan• Team Members' Experience• Key Individuals' Experience	25 10 10 5
Total	100

8.2 Pass/Fail Threshold

In addition to the scoring matrix in section 8.1, Respondents will be evaluated on a pass-fail basis based on INFTRA's assessment of:

- financial capacity to successfully design and construct the Project; and
- capability of arranging financing required for the Project;

in each case having regard to the magnitude of the Project.

8.3 Basis of Evaluation

Respondents will be evaluated primarily on the basis of their RFQ submissions, including any additional clarifications or information supplied pursuant to requests from INFTRA under section 8.4, below. In addition, INFTRA may have regard to information received from any source that INFTRA considers reliable, including but not limited to:

- information and opinions supplied by INFTRA's consultants; and
- banking and reference checks (to which banking and reference checks Respondents and their Team Members and to which reference checks Key Individuals, shall be deemed to have consented by the Respondent's submission in response to this RFQ).

8.4 Clarifications and Interviews

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

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

8.5 Debriefing

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

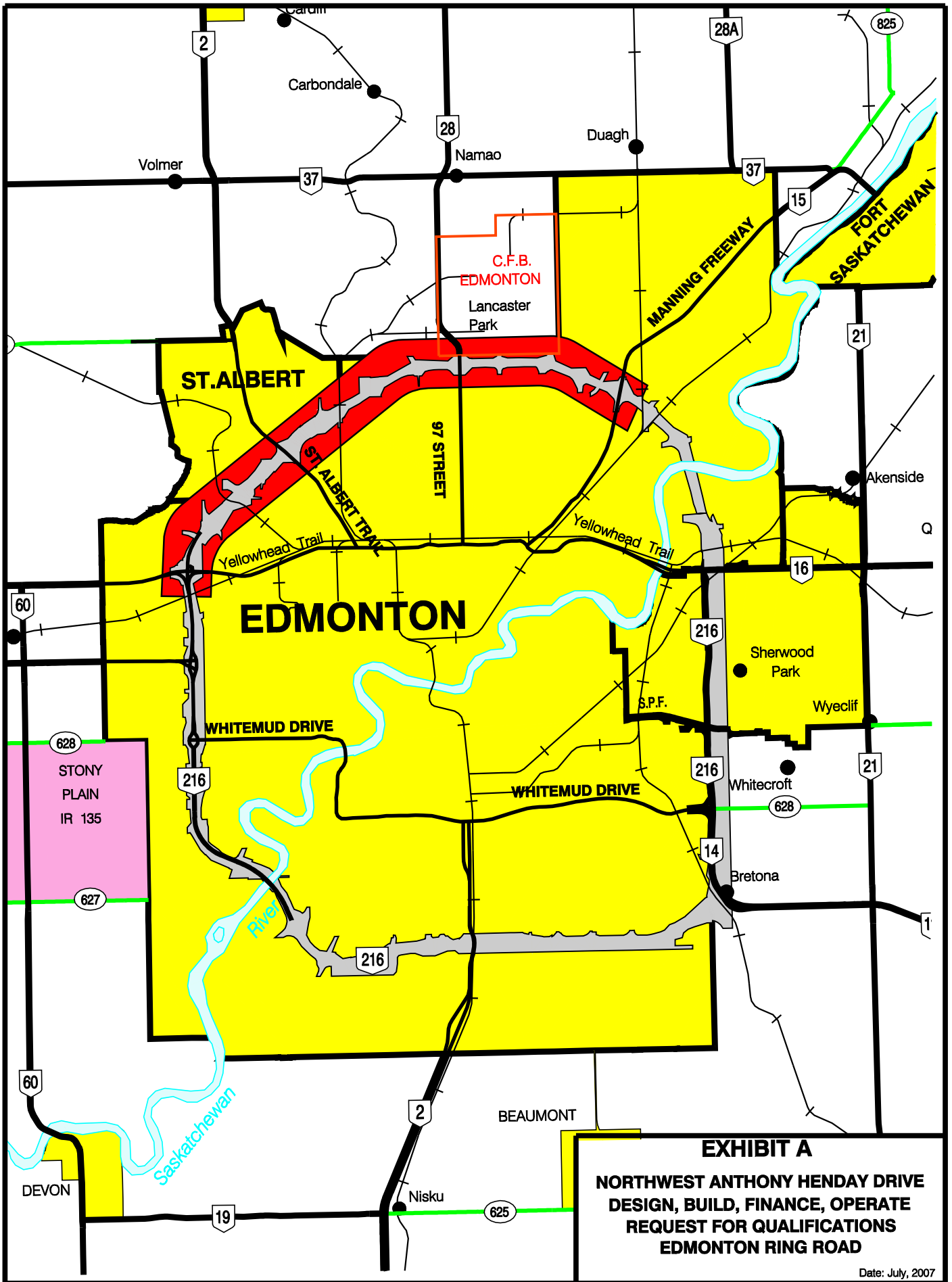


EXHIBIT A
NORTHWEST ANTHONY HENDAY DRIVE
DESIGN, BUILD, FINANCE, OPERATE
REQUEST FOR QUALIFICATIONS
EDMONTON RING ROAD

APPENDIX “A”
(section 1.11 – Defined Terms)

“Consortium” means a team of private sector participants;

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

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

“DBFO” means design, build, financing and operation;

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

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

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

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

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

“Preferred Proponent” means the Proponent submitting a compliant bid to the RFP whose bid is a payment stream having the lowest net present value over the Term;

“Project” means Northwest Anthony Henday Drive as described in section 2.1;

“Project Lead” has the meaning as set out in section 6.4;

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

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

“Respondents” mean Consortia responding to the RFQ;

“RFP” means Request for Proposals;

“RFQ” means this Request for Qualifications;

“SR” means submission requirement;

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

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

APPENDIX "B"

Table 3.2 - Contact Organization and Contact Individual

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

Table 4.1A - Team Members

Team Member Category	Team Member (Company/Firm Name)	Indicate if Lead Team Member	Primary Role and Responsibility	Lead Key Individuals (Name and Title)
Design-Construction				
•				
•				
O&M				
•				
•				
Financing				
•				
•				
Project Lead				
•				
•				

Table 4.1B – Design-Construction Team Member Name and Role

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

Table 4.1C – Design-Construction Team Member Legal Status

Design-Construction Team Member: _____

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

Table 4.1D – O&M Team Name and Role

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

Table 4.1E - O&M Team Member Legal Status

O&M Team Member _____

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

Table 4.1F –Financing Team Member Name and Role

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

Table 4.1G - Financing Team Member Legal Status

Financing Team Member: _____

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

Table 4.1H – Project Lead Team Member Name and Role

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

Table 4.11 – Project Lead Team Member Legal Status

Project Lead Team Member: _____

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

Table 5.1A – Design-Construction Team Member Experience

Design-Construction Team Member: _____

Past Project Name/Description	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Design-Construction Team Member Role on Past Project	Past Project Capital Value and Overall Net Present Value	Names of Design-Construction Lead Team Members on Past Project
Projects within past two years:				
Other projects:				

Table 5.1B - O&M Team Member Experience

O&M Team Member: _____

Past Project Name / Description	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	O&M Team Member Role on Past Project	Past Project Capital Value and Overall Net Present Value	Names of O&M Lead Team Members on Past Project
Projects within past two years:				
Other projects:				

Table 5.1C –Financing Team Member Experience

Financing Team Member: _____

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

Table 5.1D – Project Lead Team Member DBFO Experience

Project Lead Team Member: _____

Past DBFO Project Name/Description	Client Reference (Client Name, Contact name, Phone number, Fax, E-mail)	Project Lead Team Member Role on Past DBFO Project	Past DBFO Project Capital Value and Overall Net Present Value	Date of Financial Close and Construction Completion for Past DBFO Project
DBFO Projects within past two years:				
Other DBFO projects:				