# ALBERTA INFRASTRUCTURE REQUEST FOR QUALIFICATIONS

TO

# DESIGN, BUILD, FINANCE, AND MAINTENANCE OF NORTHERN/SOUTHERN ALBERTA COMPASSIONATE INTERVENTION CENTRES, CANADA

Response Deadline: September 18, 2025, before 2:00 p.m. (Alberta Time)

#### **Designated Representative**

Syed Zaidi, Senior Director, Alternative Capital Partnerships, Alberta Infrastructure, Government of Alberta

Email: INFRAS.P3-ABCIC@gov.ab.ca

Date: July 29, 2025



# TABLE OF CONTENTS

1	INTRODUCTION	
1.1	Summary of the Business Opportunity	1
1.2	Objectives of this RFQ	
1.3	Instructions to Interested Parties	4
1.4	Format of Response	4
1.5	Addenda to this RFQ	5
1.6	Communications	5
1.7	No Lobbying	5
1.8	Available Information	5
1.9	No Liability	6
1.10	Defined Terms	6
1.11	Fairness Auditor	6
2	THE DBFM PROJECT	7
2.1	Description of the DBFM Project	7
2.2	Intentionally Deleted	
2.3	Design and Construction	7
2.4	Maintenance and Renewal	
2.5	Financing and Payment	8
2.6	Procurement Process	
2.7	Agreement and Risk Allocation	9
2.8	DBFM Project Schedule	
2.9	Optional Site Visit	
3	RFQ REQUIREMENTS	
3.1	Ineligibility	10
3.1.1	Legal Advisor.	
3.2	Team Name and Lead Contact	12
3.3	Confidentiality of Responses and the Collection of Personal Information	
3.4	Publicity	
3.5	No Collusion	
3.6	No Common Ownership	13
3.7	Non-Conforming Responses	
3.8	Expenses	
4	YOUR TEAM	
4.1	Team Members	14
4.2	Key Individuals	
4.3	Substitutions.	
5	YOUR EXPERIENCE	
5.1	Team Members' Project Experience	
5.2	Key Individuals' Experience.	
5.3	Collective Experience	
6	YOUR APPROACH	
6.1	Project Lead	
6.2	Design-Build Team	
6.3	M&R Team	
		-

6.4	Financing Team	20
7	INTENTIONALLY DELETED	
8	RFQ EVALUATION	21
8.1	Completeness and Compliance Check	21
8.2	Scoring Matrix	22
8.3	Risk Assessment of Respondents	23
8.4	Basis of Evaluation	
8.5	Clarifications and Interviews	23
8.6	Debriefing	23

Appendix "A" (article 1.10 - Defined Terms)

Appendix "B" (articles 3.2, 4.1, 4.2/5.2, 5.1 and 5.3 - Tables)

# CONTACT ORGANIZATION AND CONTACT INDIVIDUAL

Table B1 (article 3.2: Contact Organization and Contact Individual)

### **TEAM MEMBERS**

I LAW WILL	VIDERS
Table B2A	(article 4.1: Team Members)
Table B2B	(article 4.1: Project Lead Team Member Name and Role)
Table B2C	(article 4.1: Project Lead Team Member Legal Status)
Table B2D	(article 4.1: Design-Build Team Member Name and Role)
Table B2E	(article 4.1: Design-Build Team Member Legal Status)
Table B2F	(article 4.1: M&R Team Member Name and Role)
Table B2G	(article 4.1: M&R Team Member Legal Status)
Table B2H	(article 4.1: Financing Team Member Name and Role)
Table B2I	(article 4.1: Financing Team Member Legal Status)
Table B3B	(articles 4.2 / 5.2: Design-Build Team Key Individuals)
Table B3C	(articles 4.2 / 5.2: M&R Team Key Individuals)
Table B3D	(articles 4.2 / 5.2: Financing Team Key Individuals)

# **EXPERIENCE**

Table B4A	(article 5.1: Project Lead Team Member Experience)
Table B4B	(article 5.1: Design-Build Team Member Experience)
Table B4C	(article 5.1: M&R Team Member Experience)
Table B4D	(article 5.1: Financing Team Member Experience)
Table B5	(article 5.3: Collective Experience)

Exhibit "A" (article 1.1– facility sites)

#### 1 INTRODUCTION

#### 1.1 Summary of the Business Opportunity

Alberta Infrastructure ("INFRA") has received Government of Alberta ("GOA") approval to proceed with the procurement of the Agreement to design, build, finance and maintain ("DBFM") the Northern/Southern Alberta Compassionate Intervention Centres in Alberta (the "DBFM Project"). The DBFM Project will be structured similarly to prior P3 projects in Alberta and in line with Alberta's Public-Private Partnership Framework and Guideline (as defined in Appendix "A").

The DBFM Project is a top priority for INFRA. INFRA has formed the DBFM Project team, which includes representatives from INFRA, Alberta Mental Health and Addiction ("MHA"), Recovery Alberta, Alberta Justice, Alberta Treasury Board and Finance, and legal counsel, to manage the procurement of the DBFM Project on behalf of the GOA.

The Compassionate Intervention Centres will be built to provincial standards and to Leadership in Energy and Environmental Design (LEED<sup>TM</sup>) Silver Certification.

The proposed capital investment in the DBFM Project supports the GOA's long-term vision for compassionate intervention assessment and treatment. It will also support the business plans of MHA and INFRA, driven by the Alberta Recovery Model. Compassionate intervention will provide life-saving treatment for patients with complex addiction needs. The programs in the facility will help individuals who are a danger to themselves or others, due to their substance use or addiction, get on the path to recovery.

In addition to the design and construction, the DBFM Project will also include a financing component along with Maintenance and Renewal over a 30-year period. Ownership of the Compassionate Intervention Centres will remain with the GOA.

The details of the Compassionate Intervention Centres under this opportunity are mentioned below:

- The Northern Alberta Compassionate Intervention Centre will be located in northeast Edmonton.
- The Southern Alberta Compassionate Intervention Centre will be located in northwest Calgary.
- Each facility will have 150 beds for addiction treatment. The facilities are anticipated to be approximately 16,000 m2, comprising elements of B1 and B3 occupancies, with various support, staff, and family spaces.

The locations of the DBFM Project are set out in Exhibit "A". The DBFM Project is described in more detail in article 2 of this Request for Qualifications ("RFQ").

It is anticipated that the following will remain the responsibilities of the GOA:

- Custodial services as determined in consultation with MHA including:
  - occupant support (those duties which support mental health treatment centres operation including laundry services and kitchen operations), and cleaning (maintaining standard of cleanliness); and

- o following the Successful Proponent's initial installation of information, communications and telecommunications ("ICT") cabling, GOA will be responsible for the maintenance, repair and replacement of all ICT cabling during the remainder of the Term; and
- Supply, installation, maintenance and replacement of furniture and equipment.

The DBFM Project will be procured as a DBFM with a mainly performance-based specification approach. INFRA intends that the RFQ phase of the procurement will be followed by a Request for Proposals ("RFP") phase which will culminate in the signing of a DBFM agreement (the "Agreement"), assuming competitive and affordable proposals are received in response to the RFP. The procurement process will be based on Alberta's Public-Private Partnership Framework and Guideline, and the Agreement will be based in large measure upon the successful processes and agreements realized in previous P3 projects, with updated commercial terms based on market feedback to better manage risk allocations. The process will incorporate lessons learned from recent INFRA P3 procurements including streamlining the procurement process as well as implementing a value-based (scored) approach for the evaluation of proposals received in response to the RFP.

The Agreement for the DBFM Project will award to the Successful Proponent responsibility to design, construct and partially finance the DBFM Project, and maintain it for a term of 30 years following scheduled completion of the Compassionate Intervention Centres. Following completion of the Compassionate Intervention Centres, the Successful Proponent will receive monthly payments (as described in more detail in article 2.5) for the term of the Agreement based on availability of the Compassionate Intervention Centres and compliance with the performance specifications.

The DBFM Project is anticipated to yield several long-term outcomes:

- cost certainty over the life cycle of the Compassionate Intervention Centres;
- reduction in delivery timeframe and dedicated public sector resources necessary for the provision of Compassionate Intervention Centres;
- effective 30-year 'warranty' period for the Compassionate Intervention Centres;
- high quality, LEED<sup>TM</sup> Silver Certified buildings; and
- provision of an innovative, repeatable, transparent and accountable process for social infrastructure project delivery.

INFRA anticipates providing partial funding for the DBFM Project in an amount that is approximately 50% of the Successful Proponent's capital cost of the DBFM Project.. This will be incorporated into the final draft of the Agreement issued to the Proponents prior to the RFP's "SR Package 3 Submission deadline" as set out in the DBFM Project Schedule in article 2.8. The Successful Proponent will supply financing for the balance of the capital costs of the DBFM Project.

INFRA intends that the RFP will be issued and conducted in accordance with the schedule set out in the DBFM Project Schedule in article 2.8.

The deadline for submitting a Response to this RFQ is set out in article 1.3.

#### 1.2 Objectives of this RFQ

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

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

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

- to expeditiously complete the procurement process;
- to complete construction of the DBFM Project so that both Compassionate Intervention Centres achieve "Availability" (as will be defined in the Agreement) in 2029;
- to achieve "value for money" over the life of the DBFM Project, i.e., during the design-build phase and for a 30-year period thereafter (the "Term");
- to ensure that the DBFM Project is designed, built and maintained in a manner that supports effective services for mental health and addiction treatment;
- to ensure that the DBFM Project is designed, built and maintained in an environmentally sound manner and in a manner that ensures the health and safety of staff, and other Compassionate Intervention Centres' users; and
- to ensure that the Compassionate Intervention Centres' infrastructure meets specified quality requirements when it is "handed back" to GOA at the end of the Term.

Accordingly, the principal objective of this RFQ is to identify, from among the Consortia responding to this RFQ (the "Respondents"), the three Respondents who INFRA considers are most qualified to further the above objectives for the DBFM Project and to participate in the remainder of the DBFM procurement process ("Proponents"). Specifically, by this RFQ process INFRA intends to identify the three Respondents who, in INFRA's assessment, are most likely to:

- engage in the procurement process through to final bids;
- submit highly competitive final bids that will achieve value for money for the DBFM Project;
- achieve financial close in a timely manner; and
- if selected as the Successful Proponent, design, build and maintain the Compassionate Intervention Centres effectively and efficiently, in a manner that is financially and environmentally sound, and appropriately protects the health and safety of staff, and other Compassionate Intervention Centres' users.

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

- Who are you? Who are the key business entities on your team ("Team Members"), and who are the individuals that will play a lead role on behalf of those Team Members ("Key Individuals")? Article 4 of this RFQ addresses this key question.
- What have you done? What pertinent experience, knowledge and skills do your Team Members and their Key Individuals have? Article 5 of this RFQ addresses this key question.

• What is your approach? - How do you plan to structure your Consortium and your approach to each of the project lead role, design-build, the M&R, and the financing of the DBFM Project? Article 6 of this RFQ addresses this key question.

#### 1.3 Instructions to Interested Parties

#### Registration

All interested parties requesting access to the SharePoint server site (see article 1.8) are required to register with INFRA ("**Registered Parties**") by contacting the Designated Representative (as defined in article 1.6) identified on the cover page of this RFQ.

Registered Parties may request up to two individual SharePoint server site access accounts. Only Registered Parties will be entitled to have access to the electronic information on the SharePoint server site. Once an interested party has made a request to access the SharePoint server site it may take up to five Business Days for that party to gain access.

#### **Submission of Responses**

Responses to this RFQ must:

- be in the format described in article 1.4 of this RFQ; and
- be submitted by email only (note: multiple emails can be used if and to the extent necessary due to size restrictions and each email should be labelled "Email 1 of x", "Email 2 of x", etc., and each email should not exceed 50 MB file size) to the email address of the Designated Representative identified on the cover page of this RFQ (the "Submission Email Address") and must be received no later than the Response Deadline (to the second) set out on the cover page of this RFQ and should be clearly identified with subject "Northern / Southern Alberta Compassionate Intervention Centres Project, Request for Qualifications".

The official time of receipt of the Response shall be determined by the date and time (to the second) the emailed Response (or the last email of the Response if submitted by more than one email) is received in the Submission Email Address mailbox. Any Responses received at the Submission Email Address mailbox after the Response Deadline may be rejected.

All Responses become the property of INFRA upon their submission and will not be returned.

#### 1.4 Format of Response

Your Response must:

- be entirely in the English language;
- consist of all of the information required by this RFQ including, but not limited to, those requirements set out in article 3.2 and articles 4, 5, 6 and 7;
- be submitted by email only (note: multiple emails can be used if and to the extent necessary but should not include zip files) with the following PDF files attached to the email(s):

- <u>PDF file(s)</u> named "RFQ Response" submitted as a searchable PDF version (with permission to copy and print) of the portions of the Response other than the portions of the Response in PDF file(s) below; and
- o <u>PDF file(s)</u> named "RFQ Response Confidential Financial Information" submitted as a searchable PDF version (with permission to copy and print) which includes all financial statements, annual reports, bank references and alternative information indicated in article 4.1 that are part of the Response.

#### 1.5 Addenda to this RFQ

INFRA may make modifications to this RFQ, including but not limited to extending the Response Deadline indicated in article 1.3 by issuing addenda. Prospective Respondents who access the RFQ via the Alberta Purchasing Connection ("APC") website will receive an e-mail notification of any addenda posted to APC. Such addenda will amend and form part of the RFQ. It is the responsibility of the Respondent to ensure that the Respondent's Response 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 INFRA in relation to this RFQ must be directly and only with the individual designated by INFRA and identified on the cover page of this RFQ as the Designated Representative (the "Designated Representative").

Registered Parties who wish to ask questions regarding this RFQ must submit them to the Designated Representative.

INFRA may decline to respond to questions received less than five Business Days before the Response Deadline indicated in article 1.3.

INFRA will, where in its assessment confidentiality is not an 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 INFRA's responses or a written addendum to the RFQ to ensure that all Registered Parties base their Responses, should they submit Responses, on the same information.

#### 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 DBFM Project or with a view to influencing the outcome of this RFQ process. Failure to comply with this article may result in disqualification of that Consortium from the RFQ process or, if INFRA becomes aware of a breach of this article after the RFP has been issued, from the RFP process.

#### 1.8 Available Information

All Registered Parties will be given access to a SharePoint server site after registration with INFRA, which site will contain Tables B1, B2, B3, B4, and B5 in electronic Word format.

Additional information may be added to the SharePoint server site if or when available.

Information on GOA's Public-Private Partnerships, including the prior P3 projects, is located on INFRA's website at: <a href="https://www.alberta.ca/public-private-partnerships.aspx">https://www.alberta.ca/public-private-partnerships.aspx</a>.

INFRA's department website is located at <a href="http://www.infrastructure.alberta.ca">http://www.infrastructure.alberta.ca</a>. This website contains information on the general policies related to GOA buildings including design, construction and maintenance.

INFRA also maintains a web-based "Technical Resource Centre", including information on the "Technical Design Requirements" for owned and supported infrastructure. The Technical Resource Centre is located under the "Infrastructure Policies and Technical Resources – Guidelines and Standards – Owned and Supported" menu at: <a href="https://www.alberta.ca/guidelines-and-standards-owned-and-supported.aspx">https://www.alberta.ca/guidelines-and-standards-owned-and-supported.aspx</a>.

INFRA does not represent such information to be accurate, comprehensive or to have been independently verified. Neither INFRA nor any of its elected officials, officers, employees, agents, or advisors accepts any liability or responsibility for the adequacy, accuracy or completeness of, or make any representation or warranty, express or implied, with respect to the information accessible through the above noted websites. Any liability therefor is hereby expressly disclaimed.

#### 1.9 No Liability

INFRA 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 INFRA's expectations in relation to the DBFM Project, the RFQ process, the DBFM 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.

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

#### 1.10 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".

#### 1.11 Fairness Auditor

INFRA has retained the Fairness Auditor (as defined in Appendix "A") to oversee and report upon the RFQ process.

Respondents may seek a fairness opinion from the Fairness Auditor on matters relating to the RFQ process by sending to the Designated Representative a package labelled with the Respondent's name and with "Request for Fairness Opinion", which package will include a letter of request for a fairness opinion addressed to the Fairness Auditor.

INFRA intends that the Fairness Auditor will respond, by providing to the Designated Representative the requested fairness opinion, to requests for fairness opinions on or before the fifth Business Day after receipt of the request by the Designated Representative. INFRA intends to issue fairness opinions and their corresponding requests to all Respondents. However, INFRA reserves the right to issue particular fairness opinions only to a particular Respondent depending on whether the request is confidential, or not to issue a fairness opinion at all.

#### 2 THE DBFM PROJECT

#### 2.1 Description of the DBFM Project

INFRA intends (see the disclaimer in article 1.9) that the DBFM Project will comprise the design and construction of the following Compassionate Intervention Centres in Alberta (collectively, the "Compassionate Intervention Centres"):

- Northern Alberta Compassionate Intervention Centre, located in Edmonton with a capacity of 150 beds and approximately 16,000 Sq. meters area, and
- Southern Alberta Compassionate Intervention Centre, located in Calgary with a capacity of 150 beds and approximately 16,000 Sq. meters area.

See Exhibit "A" to this RFQ for maps indicating the locations of the Compassionate Intervention Centres.

The performance specifications for the Compassionate Intervention Centres may resemble those of long-term care facilities, incorporating high-strength and damage-resistant components and materials, and will exclude characteristics typical of hospital-like facilities.

#### 2.2 Intentionally Deleted

#### 2.3 Design and Construction

The Successful Proponent will design and construct the DBFM Project in accordance with the Technical Requirements of the Agreement (as defined therein) and must comply with all applicable national, provincial and municipal laws, codes, standards, regulations and by-laws. The Successful Proponent will be responsible for obtaining development permits for each Compassionate Intervention Centre and other related permits.

#### 2.4 Maintenance and Renewal

The Successful Proponent will be responsible for the maintenance and renewal, including the upkeep, repair and replacement of all building components and the life-cycle replacement of major building components and site rehabilitation (the "Maintenance and Renewal" or "M&R") of the DBFM Project. The Successful Proponent will perform the M&R in compliance with the Technical Requirements of the Agreement (as defined therein) and must comply with all applicable national, provincial and municipal laws, codes, standards, regulations and by-laws.

GOA will be responsible for the supply, installation, maintenance and replacement of the furniture and equipment required in the Compassionate Intervention Centres. GOA will also provide custodial services for each Compassionate Intervention Centre. The scope of custodial services has been determined in

consultation with MHA and will consist of occupant support (those duties which support mental health treatment centres operation) and cleaning (maintaining standard of cleanliness). Following the Successful Proponent's initial installation of a Compassionate Intervention Centre's ICT cabling, GOA will be responsible for the maintenance, repair and replacement of all ICT cabling during the remainder of the Term and for all GOA supplied furniture and equipment.

#### 2.5 Financing and Payment

Subject to the funding provided by INFRA described below, the Successful Proponent will supply all necessary financing throughout the Term.

INFRA anticipates providing funding for the DBFM Project in an amount that is approximately 50% of the Successful Proponent's capital cost of the DBFM Project. The final decisions on these points will be incorporated into the final draft of the Agreement issued to the Proponents prior to the RFP's "Submission Requirement ("SR") Package 3 Submission deadline" as set out in the DBFM Project Schedule in article 2.8.

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

The monthly amount payable will be the amount stated in the Preferred Proponent's SR Package 3, as described in article 2.6. The Successful Proponent's monthly payments will be comprised of two components, a capital payment component and an M&R payment component.

The capital payment component for capital costs of the DBFM Project will be made in fixed monthly amounts. The capital payment component will not be index linked to account for inflation.

The M&R payment component will be index linked. All payments will be subject to payment adjustments should the DBFM Project become inaccessible (as will be defined in the Agreement) or should the Successful Proponent fail to achieve the specified performance requirements. Such payment adjustments will also be index linked.

#### 2.6 Procurement Process

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

During the RFP stage, INFRA intends to require Proponents to submit four mandatory packages (respectively, "SR Packages 1, 2, 2B and 3") due in stages. Further details on the content of SR Packages will be provided during the RFP stage.

Portions of SR Packages will be incorporated into the Agreement.

Proponents will also be afforded opportunities to submit comments on the draft Agreement and engage in one-on-one technical and Agreement meetings with the DBFM Project team.

Recognizing the changes to the P3 market, INFRA plans to incorporate a value-based approach to the evaluation of the RFP and has received approval for this approach in line with Alberta's Public-Private

Partnership Framework and Guideline. A technical score will be allocated 50% weighting and a financial score will be allocated for the remaining 50% weighting. The Proponent submitting a compliant proposal with the highest combined weighted and technical financial score will be selected to proceed as the "**Preferred Proponent**".

A key objective of this procurement is to achieve "value for money" over the life of the DBFM Project and ensure that the DBFM Project provides an affordable solution for the Province of Alberta. As such, the Province of Alberta intends to incorporate a mandatory affordability ceiling and capital cost ceiling during the RFP process. Details of these ceilings will be provided in the RFP to assist Proponents in preparing their Submission.

An honorarium for RFP proposal development costs of \$2,350,000 will be paid to each unsuccessful Proponent who has submitted a compliant proposal to the RFP and agrees to transfer to the Province of Alberta all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal. The Successful Proponent will not be paid the honorarium. The GOA will incorporate a break fee for each of phase of the procurement phase during RFP process in the event of cancellation of the RFP.

#### 2.7 Agreement and Risk Allocation

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

A draft Agreement will be issued concurrently with the RFP. It will be based, in large measure, upon the agreements used by INFRA on past P3 projects. Copies of some of these agreements are available on one of the websites set out in article 1.8.

During the RFP process Proponents will be afforded opportunities to provide written comments on the draft Agreement and thereafter engage in individual meetings with the DBFM Project team.

#### 2.8 DBFM Project Schedule

INFRA intends (but see the disclaimer in article 1.9) to adhere to the following schedule:

#### **RFQ**

Inform Designated Representative of participation in

Optional Site Visits

August 12, 2025

Optional Site Visits August 20-21, 2025

RFQ Response Deadline (see article 1.3) September 18, 2025

RFP Proponent selection announcement October 28, 2025

**RFP** (Note the deadline dates for interim draft Agreement comments by Proponents and notification dates of SR results by INFRA will be set out in the RFP)

Issue RFP	October 29, 2025
First technical meetings with Proponents (individually)	December 2-4, 2025
First Agreement meetings with Proponents (individually)	December 9-11, 2025
SR Package 1 Submission deadline	December 17, 2025
Second technical meetings with Proponents (individually)	February 10-12, 2026
Second Agreement meetings with Proponents (individually)	February 24-26, 2026
SR Package 2 Submission deadline	April 6, 2026
Issue final form of Agreement	April 16, 2026
SR Package 2B Submission deadline	May 1, 2026
SR Package 3 Submission deadline	June 19, 2026
Notification of Preferred Proponent	June 30, 2026
Agreement signing (no later than)	August 31, 2026

#### 2.9 Optional Site Visit

The Province of Alberta will be offering optional site visits for Registered Parties on the dates provided in article 2.8. The Registered Parties shall notify the Designated Representative by the date provided in article 2.8 of their intention to attend the optional site visits.

The Registered Parties are responsible for arranging their own transportation and all affiliated costs. The Province of Alberta will only be facilitating access to the sites. A schedule for the optional site visits will be provided once the Registered Parties have confirmed participation.

#### 3 RFQ REQUIREMENTS

#### 3.1 Ineligibility

Respondents must not include among their Team Members or Key Individuals any business entity or individual who through his/her employment or association (past or present) has had involvement with the DBFM Project or projects related to the DBFM Project including:

- any consultant retained by INFRA in relation to the DBFM Project, including but not limited to consultants providing architectural, cost, technical performance specification writing, process, finance or financial capacity advice, namely:
  - o B+H Architects Corp.;
  - o ACI Architecture Inc.;
  - o WSP Canada Inc.:
  - o Archus Canada Limited;
  - o Altus Group Limited;
  - o Kaizen Food Service Planning and Design Inc.;
  - o Vinspec Ltd.;
  - o DDL Group of Companies Ltd.;
  - o Al-Terra Landscape Architecture Ltd.;
  - o LMDG Building Code Consultant Ltd.;
  - o P1 Consulting Inc.;
  - o Deloitte LLP;
  - o Ernst & Young Orenda Corporate Finance Inc.; and
  - o Bennett Jones LLP
- Optimus SBR Inc., the Fairness Auditor for the DBFM Project;
- any member of the Legislative Assembly of Alberta, or any associated person (as set out in the *Conflicts of Interest Act* (Alberta));
- any former or current employee or representative of Recovery Alberta and Alberta Health Services (as defined in article 1.1) who through his/her employment or association (past or present) has had involvement with the DBFM Project or projects related to the DBFM Project; or
- any former or current employee of the Province of Alberta, who through his/her employment (past or present) has had involvement with the DBFM Project or projects related to the DBFM Project,

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

If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that INFRA could arrive at a different conclusion, the Respondent should fully disclose the circumstances to INFRA at the earliest possible date, and request that INFRA 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 article may result in disqualification of your Consortium from the RFQ process or, if INFRA becomes aware of your breach of this article after the RFP has been issued, from the RFP process.

#### 3.1.1 Legal Advisor

By submitting a Response, the Respondent, and each Team Member, expressly consents to Bennett Jones LLP continuing to represent INFRA for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent, despite any information of the Respondent, or any Team Member

or any of their respective related parties, and any solicitor-client relationship that the Respondent, or any Team Member or any of their respective related parties, may have had, or may have, with Bennett Jones LLP in relation to matters other than this RFQ and the Project. This article is not intended to waive any of the Respondent's, or relevant Team Member's, rights of confidentiality or solicitor-client privilege.

#### 3.2 Team Name and Lead Contact

A Respondent's Response must at the outset state a team name and an organization (the "Contact Organization") that will be the contact for all communications with INFRA regarding this RFQ, and an individual (the "Contact Individual") responsible for all such communications on behalf of that organization. INFRA 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; and
- e-mail address.

Table B1 in the attached Appendix "B" must be completed and provided as part of the Respondent's Response.

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

#### 3.3 Confidentiality of Responses and the Collection of Personal Information

All records submitted in response to this RFQ may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Alberta) ("**FOIP**") or successor legislation. Except as otherwise expressly indicated by Respondents, Responses to this RFQ will be considered to have been submitted in confidence and will not be disclosed by INFRA or its consultants except as required by FOIP, successor legislation or any other law.

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

Notwithstanding the foregoing, INFRA may release the identity of the Respondents, their Team Members and Key Individuals in relation to the DBFM Project, as INFRA determines to be necessary.

#### 3.4 Publicity

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

#### 3.5 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. Breach of this article may result in disqualification of your Consortium from the RFQ process or, if INFRA becomes aware of your breach of this article after the RFP has been issued, from the RFP process.

#### 3.6 No Common Ownership

Common ownership between Team Members on different Respondents ("Common Ownership") that may reduce, or be perceived to reduce, the competition between the applicable RFP proposals ("Competition Reduction") should such Respondents be short-listed may result in removal of the Respondent from the RFQ process. If a Respondent considers that a particular Common Ownership should not be determined to be Competition Reduction, but is concerned that INFRA could arrive at a different conclusion, the Respondent should fully disclose the circumstances to INFRA at the earliest possible date, and request that INFRA provide an advance interpretation as to whether the particular Common Ownership would be determined to be Competition Reduction. If INFRA determines a particular Common Ownership to be Competition Reduction, then INFRA may remove all but one of the Respondents involved in the Common Ownership (the "Commonly-Owned Respondents") from the RFQ process or, if the determination occurs after the RFP has been issued, from the RFP process.

INFRA may determine the Respondent involved in the Common Ownership that is not removed based upon the Respondent involved in the Common Ownership with the highest evaluation score pursuant to article 8. If there is a tie among the highest evaluation scores among two or more Commonly-Owned Respondents, INFRA may determine the Respondent involved in the Common Ownership that is not removed based upon a random draw among the Commonly-Owned Respondents with the tied highest evaluation scores.

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

- the nature of the role the commonly-owned Team Members play with their respective Respondent, including without limitation whether the commonly-owned Team Members are Functional Lead Team Members with their respective Respondent;
- the size of the role the commonly-owned Team Members play in terms of the design, construction or the M&R of the DBFM Project;

- the anticipated public perception should the non-commonly-owned Proponent drop out of the RFP process for whatever reason, leaving only the two Commonly-Owned Respondents. In such case, would the nature and degree of Common Ownership be such that the public may perceive competition to be lessened;
- whether the nature of the Common Ownership is indirect such as a Team Member's pension plan holds units in a fund and that fund holds shares in a Team Member with another Respondent;
- given similar facts, what other jurisdictions in Canada and around the world have done, and whether other jurisdictions have allowed the Commonly-Owned Respondents to be proponents under a request for proposals;
- whether the Commonly-Owned Respondents would be considered related, associated, or at non-arm's length under the *Income Tax Act* (Canada) and case law;
- any measures the Commonly-Owned Respondents propose to implement to give INFRA comfort that there are no communications (express or implied) between the commonly-owned Team Members in respect of the RFQ process or the RFP process;
- the number of Respondents; and
- whether the commonly-owned Team Members provide specialized services which can only commercially reasonably be provided by a very limited number of entities.

#### 3.7 Non-Conforming Responses

If a Response does not strictly conform with any provision of this RFQ ("Non-Conformance"), INFRA may, at its option:

- if in INFRA's opinion the Non-Conformance is immaterial, waive the Non-Conformance;
- if the Non-Conformance is an omission, INFRA may give the Respondent up to five Business Days to supply the omitted material; or
- if in INFRA's opinion the Non-Conformance is material, reject the Response as non-compliant.

#### 3.8 Expenses

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

#### 4 YOUR TEAM

#### 4.1 Team Members

#### **General Information Required of Team Members**

Please list the Team Members who constitute your Consortium and their roles by completing Table B2A in the attached Appendix "B". You are required to present the members of the Consortium under the following four categories:

- 1. **Project Lead.** This consists of the Team Member or combination of Team Members that will direct and coordinate the activities of other Team Members. The Project Lead will be the directing mind and will of the Consortium;
- 2. **Design-Build Team.** This consists of the Respondent's Team Members who will be responsible for the design and construction of the DBFM Project;

- 3. **Maintenance & Renewal Team.** This consists of the Respondent's Team Members who will be responsible for either directly delivering or managing the delivery of the M&R of the DBFM Project; and
- 4. **Financing Team.** This consists of the Respondent's Team Members who will be responsible for obtaining the financing for and financial management of the DBFM Project.

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

Respondents are strongly encouraged to provide résumés for each of the Key Individuals outlining each Key Individual's professional qualifications/designations, summary of education, and relevant experience.

Additionally, Respondents are strongly encouraged to provide an organizational chart(s) showing the organization of the functional teams and the identified Team Members (and details to show internal relationships between Team Members) as it relates to the entire DBFM of the DBFM Project.

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

A particular Team Member may be part of more than one of those functional teams, described above, and thus be listed in more than one Table.

Information on each Team Member named is required in Tables B2B to B2I in the attached Appendix "B". Please fully complete these tables and include as part of your Response.

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 Response (which written consent must be produced if requested by INFRA).

#### **Financial Information Required of Team Members**

For <u>each</u> of the Functional Lead Team Members, as well as for any Team Member who is part of the Project Lead but is not otherwise a Functional Lead Team Member, and/or for any proposed guarantors and equity providers (note financial information is not required from these Team Members whose role is strictly advisory, such as design consultants and financial advisors), please provide through email in searchable PDF (with permission to copy and print) named "RFQ Response – Confidential Financial Information" (see article 1.4) the following information:

- audited financial statements and annual reports for each of the last three years (if the most recent audited fiscal year is not available, provide the unaudited financial statements and indicate when audited financial statements will be available);
- if available, interim financial statements for each fiscal quarter since the most recent year for which audited statements are provided;

- a copy of the most recent credit rating information (including credit warnings produced since the publication of said report and including any upgrades or downgrades of credit ratings in the last three years), or confirmation that no credit rating information exists;
- bank letters of reference (or, in the case of the Functional Lead Team Member of the Financing Team, such alternative information as in the Respondent's estimation will fully satisfy INFRA of the financial capability of such Functional Lead Team Member to lead and carry out your Consortium's plan for financing the DBFM Project), setting out the length and nature of banking relationship, types and amounts of credit facilities, and credit history with the bank;
- bonding capacity and letters of reference from a bonding company, as well as details of any joint and several guarantees that may exist among the Design-Build Team Members, if the Respondent is comprised of more than one Design-Build Team Member, if applicable;
- information of any material off-balance sheet financing arrangements currently in place;
- details of any material events that have affected, currently affects, or may affect the entity's financial standing since the last annual or interim financial statement provided and anticipated for the next reporting period, or confirmation that there are no material changes that are not disclosed in the information provided;
- in the event that a material adverse event has occurred since the last annual or interim financial statements provided, or is anticipated to occur during the next reporting period, describe how it will be addressed;
- details of any bankruptcy, insolvency, *Companies' Creditors Arrangement Act* (Canada) arrangement or other insolvency litigation in the last three fiscal years;
- details of any material existing or potential claims, litigation or proceedings, and a description of how such potential damages will be supported; and
- Respondents are invited, but not required, to include a brief explanation of why they believe each Team Member has the financial standing, capacity and resources to carry out their respective roles on the DBFM Project.

The above information may be replaced with equivalent financial information satisfactory to INFRA to demonstrate that the Project Lead, Functional Lead Team Members and any proposed or anticipated provider of equity who may not otherwise be a Project Lead or Functional Lead Team Member have sufficient financial standing, capacity, and resources to carry out their respective roles on the DBFM Project.

If, at any time following the submission of a Response, a Consortium becomes aware of a change to the financial information required by this article, that Consortium must immediately so advise INFRA, and indicate its proposed response to the change.

INFRA reserves the right to reevaluate the Consortium's financial capacity to successfully secure or provide financing for the DBFM Project having regard to the magnitude of the DBFM Project.

#### 4.2 Key Individuals

Tell us about the Key Individuals who will be the lead for each Team Member by completing, at a minimum, Tables B3A, B3B, B3C, and B3D in the attached Appendix "B". As indicated by those Tables, Key Individuals must be separately listed for:

- your Project Lead;
- your Design-Build Team;

- your M&R Team; and
- your Financing Team.

Providing resumes for Key Individuals as part of your Response to this RFQ is strongly encouraged. A particular Key Individual may be part of more than one of those teams, and thus be listed in more than one Table.

For each Key Individual, indicate your best estimate of the probability that the Key Individual will be available as needed throughout the DBFM of the DBFM 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, 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 INFRA, 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 INFRA becomes aware of your breach of this article after the RFP has been issued, from the RFP process.

Upon receipt of notification of a requested substitution of a Team Member or Key Individual, it is at the sole discretion of INFRA to allow such a substitution. In making a determination regarding the acceptability of a proposed substitution, INFRA, without limiting the generality of its considerations, will consider whether or not a proposed substitution:

- provides an unfair advantage to the Respondent; or
- jeopardizes or delays the RFQ evaluation process.

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

#### 5 YOUR EXPERIENCE

#### 5.1 Team Members' Project Experience

Tell us about the experience of each Team Member that is pertinent to the DBFM of the DBFM Project by completing, at a minimum, Tables B4A, B4B, B4C, and B4D in the attached Appendix "B". As indicated by those Tables, the experience of Team Members must be separately listed for each of the following Teams:

- your Project Lead;
- your Design-Build Team;
- your M&R Team; and
- your Financing Team.

The Project Lead must indicate its past P3 experience and other relevant experience by completing Table B4A in the attached Appendix "B".

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

You should highlight your experience in projects of similar nature, size and value as well as your experience in DBFM or other forms of private finance initiatives/public-private partnerships. Each Team Member should identify its experience on at least three previous projects. Refer to article 8.2 for the scoring matrix with additional information.

Financing Team Members who have, or intend to have, an ownership interest in the Successful Proponent should describe their experience of contributing equity (or equivalent) to private finance initiatives/public-private partnerships or private projects of similar or larger magnitude, similar term and comparable risk transfer.

#### 5.2 Key Individuals' Experience

Provide the experience of each Key Individual that is pertinent to the DBFM of the DBFM Project by completing, at a minimum, Tables B3A, B3B, B3C, and B3D in the attached Appendix "B". As indicated by those Tables, the experience of Key Individuals must be separately listed for:

- your Project Lead;
- your Design-Build Team;
- your M&R Team; and
- your Financing Team.

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

You should highlight their experience in projects in of similar nature, size and value, as well as their experience with DBFM or other forms of private finance initiatives/public-private partnerships. Each Key Individual should identify its experience on at least three previous projects. Refer to article 8.2 for the scoring matrix with additional information.

#### 5.3 Collective Experience

Indicate past experience of Team Members or Key Individuals participating together in DBFM or similar projects, including results achieved, level of performance in honoring contractual promises, lessons learned, relationships forged and synergies produced that are anticipated to be advantageous in relation to the DBFM of the DBFM Project. The providing of a summary of such past experience through the completion of Table B5 as part of the response to this RFQ is strongly encouraged.

#### 6 YOUR APPROACH

#### 6.1 Project Lead

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

- the role that the Project Lead will play in the organization, management and coordination of the Consortium:
- decision-making and issue resolution on behalf of the Consortium, both during the RFP stage and beyond;
- contractual relationships among Team Members;
- risk allocations among Team Members;
- the Project Lead's role, if any, in contributing equity and/or securing financing for the DBFM Project; and
- collaboration strategy for working with INFRA, MHA, Recovery Alberta and municipalities in which Compassionate Intervention Centres are located.

#### 6.2 Design-Build Team

Indicate the Functional Lead Design-Build Team Member responsible for the overall design-construction. Additionally, provide any pertinent information regarding the intended organization, management and coordination of the Design-Build Team.

Where the Design-Build Team may not be fully formed, provide a clear plan that:

- demonstrates how the additional members of the team will be resourced;
- establishes the methodology for advertising, evaluating and selecting trade contractors and subcontractors; and
- describes your current relationships with the subcontracting community and which subcontractors may be well suited, in your opinion, to work on the DBFM Project.

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

- your approach to achieve LEED<sup>TM</sup> Silver Certification from the Canada Green Building Council for each Compassionate Intervention Centre;
- your understanding of challenges and opportunities associated with providing design and construction services for design-build projects;
- your approach for implementing industry "best practices" for:
  - o establishing and tracking project objectives;
  - o change order management; and
  - o construction schedule control;
- your approach to quality management including:
  - o your quality assurance program with respect to design and construction;
  - o the process by which you evaluate the life cycle costs of systems and materials;
  - o the process by which the level of quality of systems and materials will be maintained; and
  - o total quality management for each phase, including commissioning;
- your approach to safety including:
  - o the process by which you will anticipate, recognize and manage safety risks;
  - o the safety resources that the Design-Build Team's Team Lead provides for each of its project's safety programs; and
  - o compliance with COR (as defined in Appendix "A") requirements which are relevant to the applicable industry;
- your approach to delivering the DBFM Project on time including:

- your approach to developing, maintaining and updating the schedule during design and construction;
- o your approach to having and maintaining adequate resources; and
- your approach to knowledge transfer between resources leaving the DBFM Project and incoming resources; and
- any specifically intended innovative approaches to design or construction.

#### 6.3 M&R Team

Indicate the Functional Lead M&R Team Member responsible for the overall M&R or arranging all the components of the M&R. Additionally, provide any pertinent information regarding the intended organization, management and coordination of the M&R Team.

Where the M&R Team may not be fully formed, provide a clear plan that:

- demonstrates how the additional members of the team will be resourced;
- establishes the methodology for advertising, evaluating and selecting trade contractors and subcontractors; and
- describes your current relationships with the subcontracting community and which subcontractors may be well suited, in your opinion, to work on the DBFM Project.

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

- your approach to Maintenance and Renewal including your approach to integrate maintenance and lifecycle considerations into the design and construction of the DBFM Project, including considerations such as commissioning, testing, training and operational start-up;
- your approach to materials procurement, including without limitation access to spare parts and strategy for maintaining an inventory of critical equipment, tools and consumables for the M&R;
- your approach to how the standard of quality and compliance will be applied throughout the life cycle of the DBFM Project, including:
  - the methods to ensure ongoing quality and performance of the building systems and components;
  - inspection schedules and quality assurance/quality control (QA/QC) plans for each of the M&R services to be provided by the Contractor;
  - o capacity to adapt and implement changes to QA/QC processes over time; and
  - o demonstration of quality standards and regulatory compliance;
- your approach to environmental management;
- your approach to occupational health and safety and compliance with COR (as defined in Appendix "A") requirements which are relevant to the applicable industry;
- your approach to performance management, monitoring and reporting with an emphasis on identifying your processes for periodically measuring performance with respect to the M&R;
- your approach to collaboration and relationship management with GOA and Recovery Alberta representatives; and
- any specifically intended innovative approaches to M&R.

#### 6.4 Financing Team

Indicate the Functional Lead Financing Team Member responsible for the overall financing. Each Consortium should outline its proposed approach to obtaining the required equity.

Additionally, provide any pertinent information regarding the intended organization, management and coordination of the Financing Team.

Where the Financing Team may not be fully formed, provide a clear plan that:

- demonstrates how the additional members of the team will be resourced;
- establishes the methodology for identifying, evaluating and selecting equity contributors or debt financing providers; and
- describes your current relationships with the financial community and which among them may be well suited, in your opinion, to contribute equity or provide financing for the DBFM Project.

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

- the delivery of security that will be required to be lodged upon execution of the Agreement and as set out in the Agreement (see articles 1.8 and 2.7);
- your anticipated financing structure and rationale;
- for each tranche of debt, the anticipated debt financiers (for example, banks, life insurance companies, pension funds) and their anticipated involvement (approximate in percentage terms);
- sourcing the required equity funding, identify all equity capital funders (for example banks, available credit lines, letters of commitments, insurance companies, pension funds, private equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate in percentage terms);
- any potential financing issues you anticipate encountering during the RFP period, such as challenges to obtaining financing, your experience with and your proposed responses and plan for satisfactorily dealing with such issues;
- any specifically contemplated alternatives to your financing plan;
- securing a financing package for the Term that allows the Respondent, if selected to be a Proponent, to submit a proposal on a fixed price basis;
- obtaining of approvals and commitments for financing the DBFM Project;
- key milestones and potential challenges in reaching financial close and proposed strategies to mitigate such challenges; and
- any specifically contemplated innovative approaches to financing the DBFM Project.

#### 7 INTENTIONALLY DELETED

#### 8 RFQ EVALUATION

#### 8.1 Completeness and Compliance Check

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

• receipt of the complete Response on or before the time as set out in article 1.3;

- complete information on the Contact Organization and Contact Individual according to Table B1;
- completion of all required Tables; and
- submission of a searchable PDF (with permission to copy and print) named "RFQ Response Confidential Financial Information" "Confidential Financial Information" (see articles 1.4 and 4.1).

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

#### 8.2 Scoring Matrix

Proponent's will be scored on a five-point scale, with each Evaluation Category accounting for a weighted scored as defined by the scoring matrix. General scoring guidance is as follows:

Score	Score Description	Criteria	
5	Excellent	Meets and exceeds the majority of expected requirements	
4	Good	Meets the majority of expected requirements and in some	
		cases exceeds expected requirements	
3	Fair	Meets the majority of expected requirements	
2	Poor	Difficulty in meeting the majority of expected	
		requirements	
1	Not Acceptable	Does not meet majority of expected requirements	
0	No Response	Not responsive to the requirements	

Subject to article 8.3, INFRA intends to evaluate Responses in accordance with the following scoring matrix. Article references are provided to the requirements that are evaluated within each category:

<b>Evaluation Category</b>		Weighting (%)
Project Lead		25
• Organization, Role, Approach and Plan (article 6.1)	5	
Team Members' Experience (article 4.1)	10	
Key Individuals' Experience (article 4.2)	10	
Design-Build Team		30
• Organization, Role, Approach and Plan (article 6.2)	10	
Team Members' Experience (article 4.1)	10	
Design Key Individuals' Experience (article 4.2)	5	
Construction Key Individuals' Experience (article 4.2)	5	
M&R Team		30
• Organization, Role, Approach and Plan (article 6.3)	15	
• Team Members' Experience (article 4.1)	10	
Key Individuals' Experience (article 4.2)	5	
Financing Team		15
• Organization, Role, Approach and Plan (article 6.4)	5	
Team Members' Experience (article 4.1)	5	
Key Individuals' Experience (article 4.2)	5	
Total		100

#### 8.3 Risk Assessment of Respondents

In addition to the scoring matrix in article 8.2, Respondents will be evaluated on a pass-fail basis based on INFRA's assessment of:

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

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

### 8.4 Basis of Evaluation

Respondents will be evaluated primarily on the basis of their Responses, including any additional clarifications or information supplied pursuant to requests from INFRA under article 8.5. In addition, INFRA may consider information received from any source that INFRA considers reliable, including but not limited to:

- research to validate information supplied by Respondents;
- information and opinions supplied by INFRA's consultants; and
- banking and reference checks (to which banking and reference checks Respondents and their Team Members and their Key Individuals shall be deemed to have consented by the Respondent delivering its Response to INFRA).

### 8.5 Clarifications and Interviews

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

If requested by INFRA a Respondent must, at the time and location specified by INFRA, meet with representatives of the DBFM Project team or the RFQ selection committee to provide explanation or clarification of its Response to this RFQ (see article 2.8).

#### 8.6 Debriefing

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

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

# APPENDIX "A" (article 1.10 – Defined Terms)

- "Agreement" has the meaning as set out in article 1.1;
- "Alberta's Public-Private Partnership Framework and Guideline" means Public-Private Partnership Framework and Guideline [December 2020] (<a href="https://open.alberta.ca/publications/public-private-partnership-framework-and-guideline-2020">https://open.alberta.ca/publications/public-private-partnership-framework-and-guideline-2020</a>);
- "Alberta Time" means the time in the Province of Alberta in accordance with the *Daylight Saving Time Act* (Alberta);
- "APC" has the meaning as set out in article 1.5;
- "Business Day" means a day other than a Saturday, Sunday or statutory holiday in Alberta;
- "Compassionate Intervention Centres" has the meaning as set out in article 2.1;
- "Common Ownership" has the meaning as set out in article 3.6;
- "Commonly-Owned Respondents" has the meaning as set out in article 3.6;
- "Consortium" has the meaning as set out in article 1.2;
- "Contact Individual" has the meaning as set out in article 3.2;
- "Contact Organization" has the meaning as set out in article 3.2;
- "COR" means a Certificate of Recognition awarded through the Partnerships in Injury Reduction Program issued by Alberta Jobs, Economy and Trade, or its successor branch or department of the provincial government of Alberta, and co-signed by a certifying partner of Alberta Jobs, Economy and Trade;
- "DBFM" means design, build, finance and maintain;
- "**DBFM Project**" means the new Southern/Northern Alberta Compassionate Intervention Centres in Alberta as described in article 2.1;
- "Designated Representative" has the meaning as set out in article 1.6;
- "Fairness Auditor" means Optimus SBR Inc.;
- "FOIP" has the meaning set out in article 3.3;
- "Functional Lead" has the meaning as set out in article 4.1;

Classification: Public

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"GOA" has the meaning as set out in article 1.1;
"ICT" has the meaning as set out in article 1.1;
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"INFRA" means His Majesty in right of Alberta (also known as His Majesty the King in right of Alberta), as represented by the Minister of Infrastructure (also known as Alberta Infrastructure);

"Key Individuals" has the meaning as set out in article 1.2;

"Maintenance and Renewal" or "M&R" has the meaning as set out in article 2.4;

"MHA" has the meaning as set out in article 1.1;

"Non-Conformance" has the meaning as set out in article 3.7;

"Preferred Proponent" has the meaning as set out in article 1.1;

"Proponents" has the meaning as set out in article 1.2;

"Registered Parties" has the meaning as set out in article 1.3;

"Respondents" has the meaning as set out in article 1.2;

"Response" means all of the information submitted by a Respondent in response to the RFQ;

"RFP" has the meaning as set out in article 1.1;

"RFQ" has the meaning as set out in article 1.1;

"SR" has the meaning as set out in article 2.4;

"SR Packages 1, 2, 2B and 3" has the meaning as set out in article 2.6;

"Submission Email Address" has the meaning as set out in article 1.3;

"Submission Requirement" or "SR" means those requirements specified in the DBFM Project RFP;

"Successful Proponent" means the legal entity, as selected by the Preferred Proponent, and as approved in advance and in writing by the Province of Alberta acting reasonably, that will enter into the Agreement;

"Team Members" has the meaning as set out in article 1.2; and

"**Term**" has the meaning as set out in article 2.2.

# B-1 **APPENDIX "B"**

CONTACT ORGANIZATION AND CONTACT INDIVIDUAL
Table B1 (article 3.2: Contact Organization and Contact Individual)

# **TEAM MEMBERS**

Table B2A	(article 4.1: Team Members)
Table B2B	(article 4.1: Project Lead Team Member Name and Role)
Table B2C	(article 4.1: Project Lead Team Member Legal Status)
Table B2D	(article 4.1: Design-Build Team Member Name and Role)
Table B2E	(article 4.1: Design-Build Team Member Legal Status)
Table B2F	(article 4.1: M&R Team Member Name and Role)
Table B2G	(article 4.1: M&R Team Member Legal Status)
Table B2H	(article 4.1: Financing Team Member Name and Role)
Table B2I	(article 4.1: Financing Team Member Legal Status)

# **KEY INDIVIDUALS**

Table B3A	(articles 4.2 / 5.2: Project Lead Team Key Individuals)
Table B3B	(articles 4.2 / 5.2: Design-Build Team Key Individuals)
Table B3C	(articles 4.2 / 5.2: M&R Team Key Individuals)
Table B3D	(articles 4.2 / 5.2: Financing Team Key Individuals)

# **EXPERIENCE**

Table B4A	(article 5.1: Project Lead Team Member Experience)
Table B4B	(article 5.1: Design-Build Team Member Experience)
Table B4C	(article 5.1: M&R Team Member Experience)
Table B4D	(article 5.1: Financing Team Member Experience)
Table B5	(article 5.3: Collective Experience)

**Table B1 - 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 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	
E-mail Address	

Classification: Public

B-2 **Table B2A - Team Members** 

Team Member Category	Team Member (Company/Firm Name)	Indicate if Functional Lead	Primary Role and Responsibility	Key Individuals with the Team Member (Name, Title and brief description of primary role and responsibility) [NOTE: each Key Individual listed below must also be listed in Tables B3A through B3D in which more detail may be provided]
Project Lead		N/A		
•		N/A		
•		N/A		
Design-Build				
•				
•				
M&R				
•				
•				
Financing				
•				
•				

# <u>Table B2B - Project Lead Team Member Name and Role</u>

[NOTE: repeat this table for each Team Member that constitutes the Project Lead]			
Name			
Mailing Address	Address:		
	City:		
	Province/State:		
	Country:		
	Postal Code:		
Telephone Number			
E-mail Address			
Web-site Address			
Key Individual that is the			
contact person for the Team			
Member			
Mailing Address	Address:		
Walling Audi Css	City:		
	Province/State:		
	Country: Postal Code:		
Telephone Number			
E-mail Address			
Role and Responsibility of			
Team Member in Project			
Lead Team			

# <u>Table B2C – Project Lead Team Member Legal Status</u>

**Project Lead Team Member:** 

<u> </u>	
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	
Provide a description setting out (or diagram showing) the	
legal / beneficial ownership chain of the Team Member from	
the direct owner(s). If a particular level of ownership chain	
has diffuse ownership among numerous persons, that level	
should be summarized in the description/diagram.	

# <u>Table B2D – Design-Build Team Member Name and Role</u>

[NOTE: repeat this table for each Team Member in the Design-Build Team]

	1001E. Tepeat this table for each reality in the Design-Dunu Team
Name	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
E-mail Address	
Web-site Address	
Key Individual that is the contact person for the Team Member	
Mailing Address	Address: City: Province/State: Country: Postal Code:
Telephone Number	
E-mail Address	
Role and Responsibility of Team Member in Design- Build Team	

# <u>Table B2E – Design-Build Team Member Legal Status</u> [NOTE: repeat this table for each Team Member in the Design-Build Team]

Design-Build 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	
Provide a description setting out (or diagram showing) the legal / beneficial ownership chain of the Team Member from the direct owner(s). If a particular level of ownership chain has diffuse ownership among numerous persons, that level should	

be summarized in the description/diagram.

<u>Table B2F – M&R Team Name and Role</u> [NOTE: repeat this table for each Team Member in the M&R Team]

	Tro 120 repent this tuble for th	ch Team Member in the M&K Team]
Name		
Mailing Address	Address: City: Province/State: Country: Postal Code:	
Telephone Number		
E-mail Address		
Web-site Address		
Key Individual that is the contact person for the Team Member		
Mailing Address	Address: City: Province/State: Country: Postal Code:	
Telephone Number		
E-mail Address		
Role and Responsibility of Team Member in M&R Team		

# Table B2G - M&R Team Member Legal Status [NOTE: repeat this table for each Team Member in the M&R Team]

M&R Team Member	N	И&R	Team	Mem	ber	:
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_		
	Type of Entity (corporation, partnership, joint venture, etc.)	
	Legal Name	
	Jurisdiction of Incorporation / Registration	
ſ	Registration No.	
Ī	Year of Incorporation / Registration	
Ī	Registered Address	
Ī	Current Trading/Business Name	
Ī	For Privately Held Corporation provide	
	Director list	
ſ	Provide a description setting out (or	
	diagram showing) the legal / beneficial	
	ownership chain of the Team Member from	
	the direct owner(s). If a particular level of	
	ownership chain has diffuse ownership	
	among numerous persons, that level should	
	be summarized in the description/diagram.	

Classification: Public

### Table B2H - Financing Team Member Name and Role

[NOTE: repeat this table for each Team Member in the Financing Team] Name Address: **Mailing Address** City: Province/State: Country: Postal Code: **Telephone Number** E-mail Address **Web-site Address Key Individual that is the** contact person for the Team Member **Mailing Address** Address: City: Province/State: Country: Postal Code: **Telephone Number E-mail Address** 

Team

Role and Responsibility of Team Member in Financing

# <u>Table B2I – Financing Team Member Legal Status</u> [NOTE: repeat this table for each Team Member in the Financing Team]

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Financing	I CAIII	V I C I I I	1751.
1 11141101115	I COLLII		~~.

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	
Provide a description setting out (or	
diagram showing) the legal /	
beneficial ownership chain of the	
Team Member from the direct	
owner(s). If a particular level of	
ownership chain has diffuse	
ownership among numerous	
persons, that level should be	
summarized in the	
description/diagram.	

B-11

### Table B3A - Project Lead Key Individuals

Key Individual Name [NOTE: Key Individuals listed below must also be listed in Table B2A]	Employing Team Member	Key Individual Role in Project	Key Individual Years of Experience	Selected Past Project Name and Description	Role of Key Individual on Past Project	Past Project Total Capital Cost and Term of Project in Years	Client Reference (Client Name, Contact name, Phone number, E- mail)

B-12 <u>Table B3B – Design-Build Team Key Individuals</u>

Key Individual Name [NOTE: Key Individuals listed below must also be listed in Table B2A]	Employing Design-Build Team Member	Key Individual Role in Project	Key Individual Years of Related Experience	Selected Past Project Name and Description Please indicate nature of project (e.g. P3, design- build, design-bid- build)	Role of Key Individual on Past Project	Past Project Total Capital Cost and Term of Project in Years	Client Reference (Client Name, Contact name, Phone number, E-mail)

B-13

## <u>Table B3C – M&R Team Key Individuals</u>

Key Individual Name [NOTE: Key Individuals listed below must also be listed in Table B2A]	Employing M&R Team Member	Key Individual Role in Project	Key Individual Years of Related Experience	Selected Past Project Name and Description Please indicate nature of project (e.g. P3, property management)	Role of Key Individual on Past Project	Past Project Average Annual M&R Value and Term of M&R Project in Years	Client Reference (Client Name, Contact name, Phone number, E-mail)

B-14

## <u>Table B3D – Financing Team Key Individuals</u>

Key Individual  [NOTE: Key Individuals listed below must also be listed in Table B2A]	Employing Financing Team Member	Key Individual Role in Project	Key Individual Years of Related Experience	Selected Past Project Name and Description	Type and Amount of Financing Raised (including capital structure, sources of financing and key features of financing)	Role of Key Individual on Past Project	Client Reference (Client Name, Contact name, Phone number, E- mail)

<u>Table B4A – Project Lead Team Member Experience</u>
[NOTE: repeat this table for each Team Member that constitutes the Project Lead identified in Table B2A]

Project Lead Team Member:

Past Project Name/Description Please indicate nature of project (e.g. P3, or Other Relevant Project)	Client Reference (Client Name, Contact name, Phone number, E-mail)	Project Lead Team Member Role on Past P3 or Other Relevant Project	Past Project Total Capital Cost (whether P3 or Relevant Project) and Term of Project in Years	Date of Financial Close and Construction Completion for Past P3 or Relevant Project
P3 Projects with financial close within past ten years:				
Other P3 Projects:				
Other Relevant Projects				

<u>Table B4B – Design-Build Team Member Experience</u> [NOTE: repeat this table for each Team Member in the Design-Build Team identified in Table B2A]

Design-Build Team Member: \_

Past Project Name/Description Please indicate nature of project (e.g. P3, design-build, design- bid-build)	Client Reference (Client Name, Contact name, Phone number, E-mail)	Design-Build Team Member Role on Past Project	Past Project Total Capital Cost and Term of Project in Years	Was Team Member the Design-Build Lead of the Past Project?
Projects within past ten years:				
Other projects:				

<u>Table B4C – M&R Team Member Experience</u> [NOTE: repeat this table for each Team Member in the M&R Team identified in Table B2A]

### M&R Team Member:

Past Project Name / Description Please indicate nature of project (e.g. P3, property management)	Client Reference (Client Name, Contact name, Phone number, E-mail)	M&R Team Member Role on Past Project	Past Project Average Annual M&R Value and Term of M&R Project in Years	Was Team Member the M&R Lead of the Past Project?
Projects within past ten years in the M&R phase:				
Other projects:				

Classification: Public

<u>Table B4D – Financing Team Member Experience</u>
[NOTE: repeat this table for each Team Member in the Financing Team identified in Table B2A]

**Financing Team Member:** 

Past Project Name and Description	Client Reference (Client Name, Contact name, Phone number, E- mail)	Type and Amount of Financing Raised (include capital structure, sources of financing and key features of financing.)	Date of Financial Close and length of M&R term	Role of Team Member on Past Project	Was Team Member the Financing Lead of the Past Project?
Projects within past ten years:					
Other projects:					

Classification: Public

**Table B5: Collective Experience** 

Project Name/Description /Stage of Procurement	Team Member 1 (NOTE: Team Members listed below must also be listed in Table B2A)	Team Member 2 (NOTE: Team Members listed below must also be listed in Table B2A)	Etc.	Key Individual 1 (NOTE: Key Individuals listed below must also be listed in Table B2A)	Key Individual 2 (NOTE: Key Individuals listed below must also be listed in Table B2A)	Etc.	
Project A							Bullet indicates Team Member/Key Individual worked on Project
Project B							Bullet indicates Team Member/Key Individual worked on Project
Project C							Bullet indicates Team Member/Key Individual worked on Project
Etc.							Bullet indicates Team Member/Key Individual worked on Project

Exhibit "A" (article 1.1 – facility sites)

Northern Alberta Compassionate Intervention Centre (NACIC) Site



Southern Alberta Compassionate Intervention Centre (SACIC) Site

