

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY
FINANCIAL ADVISOR REQUEST FOR QUALIFICATIONS/ PROPOSALS (RFQ/P)**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement, (hereinafter the “Agency Formation Agreement”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”); and,

WHEREAS, the Agency is a separate body corporate and politic under the Act; and,

WHEREAS, pursuant to Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board; and,

WHEREAS, pursuant to Section V of the Agency Formation Agreement, the Agency Board may contract with and compensate consultants for professional services, including with those not specifically listed therein that the Agency Board finds necessary, useful, or convenient to carry out the state purposes of the Agency; and,

WHEREAS, the Agency Board has deemed it necessary and appropriate to consult with a qualified financial advisor to advise the Agency in raising and/or borrowing and expending funds; and,

WHEREAS, the Agency Board has deemed it necessary and appropriate to request a submission of qualifications/ proposals to assist in the selection of a qualified financial advisor.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the Agency Board shall distribute a request for qualifications/ proposals for a qualified financial advisor, in substantially the same form as attached hereto as Exhibit A.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 24th day of April 2018.


Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

Financial Advisor Request for Qualifications/ Proposals (RFQ/P)

Request for Qualifications/Proposals
FINANCIAL AND PROCUREMENT ADVISORY SERVICES
FOR
SARPY COUNTY AND CITIES WASTEWATER AGENCY

RFP Reference Number: #

Release Date: _____, 2018

Closing Date: _____, 2018

Closing Time: 1:00 p.m., Central Time

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List of attachments

- Attachment A – Project Background Handout
- Attachment B – Growth Management Plan
- Attachment C – Initial Financial Assessment
- Attachment D – System Refinement Analysis
- Attachment E – Interlocal Agreement

PART 1 - INTRODUCTION

1.1 Introduction and Background

Sarpy County (the “County”) is located in the metropolitan area of Omaha, Nebraska with a population of over 150,000 residents. The county encompasses roughly 159,000 acres with almost 60% of the County below a hydrological ridgeline where no sanitary sewer service is available. The City of Omaha will not accept sewer south of the ridgeline, which effectively slows economic development and growth opportunities in Gretna, Springfield, Papillion, Bellevue, La Vista (collectively, the “Cities”) and the County. In 2015-2016 the County and unified cities updated the County sewer study, which concluded that a cooperative regional wastewater system would provide the needed capacity and increase the economic development and growth competitiveness of the County, metro area, and State of Nebraska. In 2017 the County and Cities entered into an interlocal agreement to form the Sarpy County and Cities Wastewater Agency, a separate legal entity charged with pursuing development and operation of such a regional wastewater system.

The Agency is considering a public private partnership (P3) delivery model for the Unified South Sarpy Wastewater System (the “Project”). The Project will consist of building out a regional wastewater treatment system, including trunklines, pumping stations and wastewater treatment plants to serve Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. Please see the attachments to the RFQ/P for additional background information related to the Agency and this Project.

The Agency seeks to enter into an advisory services contract (a “Contract”) with a financial and procurement advisor (the “Advisor”) to undertake the necessary due diligence and procurement preparation for the Project in an initial consulting phase (“Phase 1”), including developing a financial model for analyzing Project feasibility for the development, financing, operation and maintenance of the Project. Provided the Agency moves forward with a P3 delivery model and related procurement, the Agency intends to extend the advisory services contract entered into pursuant to this Request for Qualifications/Proposals (“RFQ/P”) to include financial advisory services through the Project closing phase (“Phase 2”).

1.2 General Qualifications

1.2.1 The Agency invites qualified firms to submit proposals to provide the services described above. The Agency expects that, to be eligible to enter into the advisory services contract with the Agency contemplated by this RFQ/P, proponents will have the following general qualifications:

1.2.1.1 extensive (minimum of three years) and recent (within the last seven years) experience in advising provincial governments and other public sector organizations in the planning and procurement phases of major (over \$50 million capital cost) social infrastructure projects delivered using a P3 model, where the private sector party was responsible for designing, building, financing or partially financing and maintaining the infrastructure;

1.2.1.2 proven approach for: developing business cases and providing financial and procurement services for infrastructure projects and performing Value for Money (“VfM”) assessments.

1.3 Scope of Work

1.3.1 Phase 1 Scope. The selected Advisor is expected to assist the Agency with the following services:

- Validate assumptions for Project revenues and fee structures;
- Analyze potential available funding sources, including state and federal grants and financing options and bonding approaches;
- Conduct a VfM analysis for project delivery alternatives, including a develop-finance-operate-maintain delivery approach;
- Develop a dynamic financial model for the Project to analyze various funding and financing mechanisms;
- Develop recommendations as to most advantageous funding and financial structuring of the Project in the context of a P3 delivery model;
- Assist the Agency and its technical and legal advisors in preparing procurement materials for a develop-finance-operate-maintain delivery team for the Project;
- Participate with the Agency and its technical and legal advisors in reviewing and evaluating prospective proposals for a P3 Project procurement and provide financial modeling and analysis of technical proposals;
- Assist the Agency in ongoing discussions and dialogue with potential proposers to ensure all Project considerations are addressed; and
- Assist Agency staff with briefings and presentations to key stakeholders.

1.3.2 Phase 2 Scope. Phase 2 advisory services are anticipated to include:

- Provide ongoing financial modeling, research and recommendations regarding transaction structuring and financing approaches to assist the Agency with negotiating a transaction structure and terms with the selected preferred P3 proposer through Project closing.
- Assist Agency staff with briefings and presentations to key stakeholders.

1.3.3 Additional Services. The Agency reserves the right, in its sole discretion, to request additional related services from the Advisor in support of future phases of the Project without issuing further requests for qualifications/proposals. If the Agency elects to proceed with future phases or requests additional related services from the Advisor, the agreement for such services shall be made upon the same terms and conditions as the Contract.

1.4 Contract Term

The Agency anticipates that the term of the Phase I Services Contract will be 10-12 months. The Agency reserves the right to extend the Contract for further renewal terms, but the total length of the initial term plus extensions shall not exceed 3 years. The Contract term will be subject to negotiation.

1.5 Summary of Procurement Process

The Agency's process for selecting an Advisor is summarized below:

- 1.5.1 Proposals will be submitted and evaluated as described in this RFQ/P. Responses shall be reviewed and rated by the Agency as submitted. Firms may make no changes or additions after the deadline for receipt, unless requested by the Agency
- 1.5.2 The proponent with the highest total score will become the Agency's preferred proponent.
- 1.5.3 Contract negotiations will be entered into with the preferred proponent. These negotiations may be with respect to the scope of work and price.
- 1.5.4 If contract negotiations with the preferred proponent are unsuccessful, the Agency will discontinue negotiations with the preferred proponent and may begin the negotiation process anew with the proponent with the next highest total score.

1.6 Schedule

Following is the schedule for this procurement process. Any dates identified in the schedule as "target dates" are approximate and are provided for information only. Target dates are subject to change at the sole discretion of the Agency. All times referenced in this document are Central Time.

Event	Date and Time
RFQ/P posting date	May 2, 2018
Deadline for questions	May 17, 2018
All questions and responses posted to [Agency website]	May 21, 2018
Deadline for submission of proposals	May 30, 2018 at 1:00 p.m.
Tentative interviews scheduled as necessary	To be determined
Target date for evaluation of proposals	June 15, 2018
Target date for start of negotiations	June 19, 2018
Target date for start of Contract	July 9, 2018

Proposals received by the Agency after the deadline for submission of proposals will not be considered by the Agency.

1.7 Inquiries

Questions concerning this process or the scope of work must be submitted in writing and addressed to Beth Garber at bgarber@sarpy.com (the "Contact Person"). Any verbal or written inquiries directed to anyone other than the Contact Person may not be considered. All questions and responses will be posted on the Agency website.

1.8 Process

- 1.8.1 The Agency may respond to reported errors, omissions, discrepancies, ambiguities, and requested clarifications by way of addenda. Addenda issued pursuant to this RFQ/P form an integral part of this RFQ/P.
- 1.8.2 It is the proponent's responsibility to seek clarification from the Contact Person on any matter it considers to be unclear. The Agency will not be responsible for any misunderstanding on the part of the proponent concerning this RFQ/P.

1.9 Proposal Submission Deadline; Copies

- 1.9.1 Submission Address. Written proposals must be received by the Contact Person no later than May 30, 2018 at 1:00 p.m. (CT) and must be delivered to the following address:

Sarpy County and Cities Wastewater Agency
c/oSarpy County
1210 Golden Gate Drive, Suite 1220
Papillion, NE 68046
Attn: Beth Garber

- 1.9.2 Copies. Proposers must submit one (1) signed original proposal, six (6) hard copies of each proposal and one electronic copy in a single PDF file on a USB thumb drive.

1.10 Proposals may be Withdrawn

- 1.10.1 Proposals submitted pursuant to this RFQ/P may be withdrawn by a proponent at any time prior to execution of the Contract by the parties.
- 1.10.2 To effect a withdrawal, written notice of the withdrawal must be sent by the proponent to the Contact Person and must be signed by an authorized representative of the proponent.

1.11 No Liability

- 1.11.1 This procurement process is not intended to create and will not create a formal legally binding bidding process. This procurement process will be governed by the law applicable to direct commercial negotiations. Neither the proponent nor the Agency will have the right to make a claim against the other with respect to the award of a contract, the failure to award a contract, or the failure to honor a response to this RFQ/P.
- 1.11.2 The Agency will not be liable for costs incurred by proponent for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the proponent.

PART 2 – INSTRUCTIONS

2.1 General

- 2.1.1 Proposal packages must be received and comply with the submission guidelines. Responses to this RFQ/P must be prepared as specified in this section with respect to form.

- 2.1.2 **The proposal is limited to a maximum of forty (40) pages and must adhere to these standards: single spaced, 11 point, Times New Roman font, and one-inch margins. The page limit does not include the cover letter, a table of contents, the appendix of résumés (see Section 2.2.5 below) or any attachments expressly exempt from the page limit by the Agency, but does include any graphs, diagrams, and charts.**
- 2.1.3 The Agency will not return a proposal or any accompanying documentation submitted by a proponent.
- 2.1.4 Email communications with or delivery of documents to the Contact Person will be deemed as having been received on the date and at the time when the Agency's email server receives the email communication. The proponent recognizes and accepts the risks associated with communicating by email, including, without limitation, the lack of security, the unreliability of delivery, and the possible loss of confidentiality. The proponent assumes all risk, responsibility, and liability associated with the use of these forms of communication, including, without limitation, ensuring that information sent is received in its entirety within any time limit specified by this RFQ/P. The Agency assumes no responsibility whatsoever for ensuring that any electronic communication system being operated by or for the Agency is in good working order or able to receive emails or attachments.

2.2 Proposal Contents

- 2.2.1 Cover Letter. Include a one-page cover letter signed by the person(s) authorized to sign for and make representations on behalf of the firm. Also, include the name of the firm, including mailing address, telephone number, and email address.
- 2.2.2 Executive Summary. One or two pages summarizing the key features of the proposal.
- 2.2.3 Firm Profile and Experience. Provide a brief description and history of the firm, its experience and legal structure and headquarters location. State the length of time the firm has been in business under its current name as well as any previous name(s). For proposals submitted by a team of two or more entities, whether in a partnership, a joint venture, consortium, or other collective approach, the identity of all members should be included together with a description of the relationship of the members and the identity and the authority of the prime proponent. The prime proponent will be responsible for communicating on behalf of the team for the purposes of this RFQ/P.
- 2.2.4 Qualifications. Summarize your firm's relevant P3 financial advisory knowledge and experience within the last seven (7) years, with a focus on major (over \$50 million capital cost) P3 infrastructure projects where the private sector was responsible for developing, financing or partially financing and operating/maintaining the infrastructure. Include any examples of services provided for projects similar to the Project.
- 2.2.5 Key Personnel.
 - 2.2.5.1 List the key personnel who would be assigned to provide the services as outlined in the Scope of Work. For each proposed staffing resource, provide: (i) name; (ii) location; (iii) role; and (iv) a summary of relevant experience and

qualifications. In a separate appendix, compile the full résumés of your key personnel.

- 2.2.5.2 Provide a project organization chart depicting the roles of the proponent's team and the names of the project team members who will be fulfilling each role. The organizational chart should address all the functions / disciplines / specializations and internal project management functions required to fulfill the Scope of Work. Describe the role and the associated responsibilities for each of the roles depicted. The response should also identify the lines of communication and reporting relationships amongst the consultant team and the external relationship to the Agency.
- 2.2.5.3 The project lead should have a minimum of 10 years' experience delivering or advising on large-scale projects by different delivery methods including a minimum of three (3) projects undertaken within the last three (3) years. The project lead must have led a minimum of two advisory teams for procurement of a P3 project within the last three (3) years for a project cost of \$50 million or greater.
- 2.2.5.4 Identify any proposed sub-consultants, including names, brief description of their anticipated role, description of projects the proposed team has teamed on previously, and complete references (names, phone numbers, email addresses).
- 2.2.6 Level of Effort. Provide a Level of Effort schedule with staff required for each activity for the Scope of Work, detailing each task category, project team member, and estimated hours.
- 2.2.7 References. Provide three references (including contact name, email address and telephone number) who have substantive familiarity with your work on one or more of the projects included in Section 2.2.4 above.
- 2.2.8 Proposed Approach. Proponents should submit a detailed project plan including tasks, sub-tasks, target dates and details of the tasks to be undertaken by the proponent's project team. The description should include:
 - 2.2.8.1 The firm's understanding of the services required under the Scope of Work
 - 2.2.8.2 Recommended methodologies for qualitative and quantitative analysis
 - 2.2.8.3 Rationale for proposed methodologies
 - 2.2.8.4 Identified risk and mitigation strategies
 - 2.2.8.5 Innovative or value-add approaches
 - 2.2.8.6 High-level work plan that demonstrates the proponent's ability to develop and complete the required services under the Scope of Work, including (i) a Gantt chart showing key milestones, (ii) key tasks or phases, (iii) anticipated deliverables, and (iv) personnel resource allocation by task or phase.

2.2.8.7 Proponents should state any assumptions relating to the use of Agency resources, or any other assumptions used in preparation of the Proposal. Proponents should clearly specify all of the Agency human resources required to achieve delivery of the Services within the proposed time frame. This will include identifying the specific type of Agency resource required, their designated roles and responsibilities during which each resource will be needed.

2.2.9 Fee Proposal.

2.2.9.1 Provide a detailed fee proposal that includes: (i) estimated budgets and personnel hours for the Scope of Work broken down in accordance with the proponent's work plan; and (ii) hourly rates for a period of up to one year following the completion of the required services.

2.2.9.2 Provide an estimate and summary of the reimbursable expenses your firm expects to incur in delivering the required services. Note that travel expenses will be subject to prior approval by the Agency and must be in accordance with Agency policy.

2.2.9.3 In preparing the fee proposal proponents should clearly identify all key assumptions used in calculating estimated costs.

2.2.9.4 Fees submitted as a sliding scale, percentage or range will be considered non-responsive and will be rejected. The Agency reserves the right to further negotiate compensation as appropriate prior to an award.

2.2.10 Conflicts of Interest. Identify any potential conflicts of interest that may compromise the provision of the services outlined in this RFQ/P or this procurement process.

2.3 Insurance

2.3.1 The selected Advisor shall not commence work until it has obtained all insurance required by the Agency and such insurance has been approved by the Agency, nor shall the selected Advisor allow any subcontractors to commence work until similar insurance required of the subcontractor has been so obtained. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the Agency, its supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the Agency in the event of cancellation of, or material change in, any of the coverages.

2.3.2 Workers' Compensation and Employers Liability Insurance. The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

2.3.3 Commercial General Liability Insurance. Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including

death, personal injury and property damage. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The Agency is to be named as an additional insured on the insurance coverage required under this section.

- 2.3.4 Automobile Liability Insurance. Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Agency is to be named as an additional insured on the insurance coverage required under this section.
- 2.3.5 Professional Liability Insurance. Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.
- 2.3.6 Certificate of Insurance. The proponent shall furnish the Agency with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the proponent shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Agency. The Agency is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section. The proponent shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the proponent in this Section, and upon the request of the Agency, shall furnish the Agency with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.
- 2.3.7 Insurance Company. All insurance coverages herein required of the proponent shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the Agency, the proponent shall furnish evidence that the insurance company or companies being used by the proponent meet the minimum requirements listed in this section. Upon request by the Agency, the proponent shall furnish the Agency with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the proponent's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the proponent is required to notify the Agency within thirty (30) days of any deviations from the minimum requirements presented in this section.

2.4 Cost of Submission of Proposal

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

2.5 Confidentiality of Proposals

Responses to this RFQ/P become the exclusive property of the Agency. At such time when a firm is selected and its name made public, all proposals submitted shall be regarded as public records. Exceptions will be

those elements in each proposal that are defined by the proposer as business or trade secrets and marked “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY”. Each element that a proponent desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the Agency in any way whatsoever. The Agency shall not in any way be liable or responsible for the disclosure of any such records, including but not limited to, those so marked if disclosure is deemed to be required by law or by court order. If a dispute arises among the Agency, the proponent and a person seeking disclosure of such records, the Agency shall notify the proponent so that the proponent has the opportunity to seek a court order precluding the disclosure of such information. In the absence of the proposer obtaining such an order, the Agency shall have the right to release the information.

2.6 No Promotion

Proponents should not make public comments or carry out activities to publicly promote their proposal or their interest in the project.

2.7 Conflict of Interest

2.7.1 Proponent Representation and Warranty. By providing a proposal, the proponent represents and warrants that:

2.7.1.1 No city or county executives, council or board members, or employees have any financial interest, either directly or as a shareholder, director, officer or partner, in the proponent except as specifically disclosed by the proponent. Where a proponent is a publicly traded corporation, written disclosure pursuant to this section is only required if the interest in question is ten percent (10%) or greater.

2.7.1.2 No spouse, child, sibling, parent, or sibling or parent of the spouse of Agency, city or county executives, council or board members, or employees have any financial interest, either directly or as a shareholder, director, officer or partner, in the proponent except as specifically disclosed by the proponent. Where a proponent is a publicly traded corporation, written disclosure pursuant to this section is only required if the interest in question is ten percent (10%) or greater.

2.7.1.3 The proponent does not and did not have an unfair advantage, and did not and will not engage in conduct, directly or indirectly, that gives it an unfair advantage, including but not limited to: having, or having access to, confidential information of the Agency in the preparation of its proposal that is not available to other proponents; communicating with any person with a view to influencing preferred treatment in the RFQ/P process; and engaging in conduct that compromises or could be seen to compromise the integrity of the RFQ/P process.

2.7.2 Independence. To ensure independence and avoid potential conflicts of interests, consultants or its subcontractors that have previously worked on or are currently working on the Project and who have obtained information that would create an unfair advantage or conflict will be deemed ineligible to submit a proposal or be included on a proponent’s team on this advisory services RFQ/P. In addition, the selected Advisor, including its subcontractors performing services under the Contract, will not be permitted, except under

very limited circumstances, to secure a subsequent Agency contract related to the Project that was created by work performed under the Contract. Proponents should take this information into account in preparing their proposals and selecting proposed subcontractors.

2.7.3 Applicable Law. Except as otherwise stated in this section, the Agency has concluded that all proponents must make their own determination regarding the application of laws and regulations. The Agency believes that the consultant services requested in this RFP are not subject to the Municipal Securities Regulation Board's (MSRB) municipal advisor rules. Accordingly, the Agency will permit broker dealers including those who are in the Agency's underwriting pool to submit proposals for these projects under the following terms, subject to the additional restrictions stated in this section:

2.7.3.1 These engagements may require a Sell Side Advisor (SSA) and/or an independent regulated municipal advisor (IRMA) to assist in the issuing of bonds. If a proponent firm is a broker-dealer or underwriter and is selected for the Project, the firm's engagement pursuant to this RFQ/P will preclude the firm from participating in any other capacity on the Project.

2.7.3.2 If the firm is a broker-dealer or underwriter, the firm will have a fiduciary responsibility to the Agency and the firm will not pursue work under this RFQ/P as a SSA, an IRMA, or an underwriter.

2.8 Reservation of Rights

2.8.1 General Reservations.

2.8.1.1 The Agency reserves the right to verify the information in the response.

2.8.1.2 If a firm submits false information or other data, the Agency reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFQ/P, the Agency reserves the right to terminate the contract and pursue recovery of fees and costs.

2.8.1.3 Submission of a response to this RFQ/P shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty five (365) days from the date set for receipt of responses. A proponent awarded a contract pursuant to this RFQ/P will be required to enter into a written contract with the Agency approved as to form by the Agency's legal counsel. This RFQ/P and response, or any parts thereof, may be incorporated into and made a part of the final contract. The Agency reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the Agency may contain additional terms or terms different from those set forth herein.

2.8.1.4 Upon completion of all work under this contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of this contract will automatically be vested in the Agency.

- 2.8.2 Additional Reservations. The Agency reserves the right, in its sole discretion, to exercise any or all of the following rights, to:
- 2.8.2.1 amend the scope of the project, modify, cancel or suspend the RFQ/P process or any or all stages of the process, at any time, for any reason;
 - 2.8.2.2 accept or reject any proposal based on the evaluation criteria as evaluated by the evaluation committee;
 - 2.8.2.3 disqualify a proposal that fails to meet any mandatory requirements;
 - 2.8.2.4 waive a defect or irregularity in a proposal or any non-compliance in form or content of a proposal, and accept that proposal, and in any event accept a proposal in such form as the Agency in its sole discretion deems acceptable;
 - 2.8.2.5 not accept any proposals or select a preferred proponent;
 - 2.8.2.6 re-advertise for new responses or to enter into negotiations for this project or for work of a similar nature;
 - 2.8.2.7 extend, from time to time, any date, time period, or deadline provided in this RFQ/P, upon written notice to all affected proponents; and
 - 2.8.2.8 award the Contract in phases or to request for additional services from the successful proponent of this RFQ/P without issuing further request for proposals.

2.9 No Agency Liability

- 2.9.1 The proponent is fully responsible for obtaining the information required for the preparation of its proposal and for the execution of the work. The Agency, its employees, agents, advisors and representatives make no representations, warranties, or guarantees as to the accuracy of the information contained in this RFQ/P, including information issued by way of addenda. Any quantities shown or information contained in this RFQ/P, including quantities or information issued by way of addenda, are estimates only and are for the sole purpose of indicating to proponents the general Scope of Work.
- 2.9.2 By submitting a proposal, the proponent specifically agrees that it will have absolutely no claim against the Agency or any of its employees, advisors or representatives for anything resulting from the exercise of any or all of the rights set out in this RFQ/P. Without limiting the generality of the foregoing, the proponent agrees that in no event will the Agency, or any of its employees, agents, advisors, or representatives, be liable, under any circumstances, for any claim, or to reimburse or compensate the proponent in any manner whatsoever, including, without limitation, for the costs of preparation of the proposal, loss of anticipated profits, loss of opportunity, or any other matter.

PART 3 – EVALUATION OF PROPOSALS

3.1 Overview

3.1.1 Process. The proposal review process will include the following major activities:

- 3.1.1.1 All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing and will not be rated.
- 3.1.1.2 All eligible proposals shall be reviewed, scored and ranked.
- 3.1.1.3 At the Agency's sole discretion, oral interviews may be held. The results of the oral interview may be used in determining the final selection.
- 3.1.1.4 Proposers shall be notified in writing about the final selection.
- 3.1.1.5 The Agency will commence negotiations with the preferred proponent.

3.2 Requests for Further Information

- 3.2.1 While evaluating proposals, the Agency may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proposal. Without limiting the generality of the foregoing, such information may be considered by the Agency in determining whether the proposal meets the mandatory requirements of this RFQ/P, and the Agency may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.
- 3.2.2 The Agency may also gather additional information independently, including and without limitation, by reviewing trade journals and consumer reports and references known to the Agency, about the products and services outlined in a proposal.
- 3.2.3 The Agency may seek further information from or about some proponents without becoming obligated to seek further information from or about all proponents.
- 3.2.4 The Agency may, at any stage of the RFQ/P process, revisit and re-evaluate the proponent's proposal, ranking, or compliance with mandatory requirements on the basis of any information provided by or about a proponent during the RFQ/P process.
- 3.2.5 The Agency may request that a proponent provide a presentation, demonstration, interview or a site visit. Any presentations or interviews will be scheduled with the assistance of the proponent. The Agency may request a presentation, demonstration, interview or a site visit from one or more proponents without becoming obligated to do so from all proponents.
- 3.2.6 All information and documents provided by the proponents or gathered by the Agency during a presentation, demonstration, interview or a site visit may become a part of the proponent's proposal and the Agency may revisit and re-evaluate the proponent's proposal or ranking on the basis of such information.

3.3 Proposal Evaluation

3.3.1 Evaluation Process. The Agency will conduct the evaluation of proposals in the following stages.

3.3.2 Stage 1.

3.3.2.1 Stage 1 will consist of a review to determine whether a proposal complies with all of the mandatory requirements of this RFQ/P.

3.3.2.2 Proponents should provide sufficient detail in their proposal to substantiate compliance with each mandatory requirement. Proponents should provide cross references to any parts of the proposal that contain information that they wish to be considered in the evaluation of a given requirement.

3.3.2.3 The evaluation committee will determine, in its sole discretion, compliance with all mandatory requirements using the entire proposal and any additional information obtained by the Agency.

3.3.3 Stage 2 – Scoring.

3.3.3.1 Stage 2 will consist of scoring each proposal that passes Stage 1.

3.3.3.2 The evaluation committee will evaluate proposals using the criteria and weighting outlined below:

Criteria		Weight
Non-Financial		
1	Corporate Experience <ul style="list-style-type: none"> • Firm’s experience with three (3) recent P3 projects • Experience in leading a financial role with similar projects • Current relevant projects, which aspect of the project the firm was involved with and the amount of time spent on the project • Strength of any proposed partners • General strength of the firm 	25
2	Project Team <ul style="list-style-type: none"> • Team organization • Experience of key staff assigned to the project • Expertise in similar projects and alternative contract delivery methods • Experience of project lead with projects of a similar nature • References • Value added benefits 	30
3	Methodology <ul style="list-style-type: none"> • Methodologies and execution plan • Project management framework • Project Plan 	35

Criteria		Weight
Financial		
4	Hourly Rates and Overall Pricing	10
	Total	100

3.3.3.3 The evaluation committee, in its sole discretion, will assign a score to each non-price criterion or question to be evaluated using a scale of 0 to 5. The score will then be multiplied by a pre-determined weight that has been assigned to each item or question.

3.3.3.4 The total score for each criteria category will be determined using the following formula: **Total points scored / Maximum points available X % Weight.**

3.3.3.5 Scoring Definitions:

Score	Description	Definition
5	Exceptional	Exceeds expectations, excellent probability of success, achieves all objectives
4	Above Average	Good probability of success, achieves all objectives in a reasonable fashion, exceeds minimum in some areas
3	Average/Meets minimum acceptable	Has reasonable probability of success, meets minimum requirements, some non-mandatory objectives may not be met
2	Poor	Falls short of expectations, low probability of success, partially unresponsive
1	Inadequate	Fails to meet requirement, no probability of success, inadequate, fails to meet need
0	Non-responsive	Did not respond, not addressed in proposal

3.3.3.6 Pricing will be evaluated by using the following formula: $\text{Lowest Cost} / \text{Proponent's Cost} \times [\text{weight}]$

3.3.3.7 Totals for all of the above price and non-price criteria will be added together to arrive at an aggregate (total) score and a ranking of proposals determined.

3.3.4 Stage 3 – Final Ranking of Proposals.

3.3.4.1 Following the completion of Stage 2, proponents may be re-ranked and the proponent with the highest total score will become the Agency's preferred proponent.

3.3.4.2 In the event of tie scores, the "Methodology" score will be used as the tie-breaker.

3.3.5 Stage 4 – Negotiations and Closing.

- 3.3.5.1 The preferred proponent will receive a written invitation to enter into direct contract negotiations with the Agency. The preferred proponent should be prepared to provide requested information in a timely fashion and to conduct negotiations expeditiously.
- 3.3.5.2 Negotiations will be without prejudice and will not constitute a legally binding offer to enter into a contract on the part of the Agency or the preferred proponent. Negotiations may include requests by the Agency for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal, or to confirm the conclusions reached in the evaluation, and may include requests by the Agency for improved pricing from the proponent. There will be no legally binding relationship created with any proponent prior to the execution of the Contract.
- 3.3.5.3 If contract negotiations with the preferred proponent are unsuccessful within 15 business days, or such other time period as the preferred proponent and the Agency mutually agree, the Agency may, at its sole discretion, discontinue negotiations with the preferred proponent and begin the negotiation process anew with the proponent with the next highest total score, who then becomes the preferred proponent. With a view to expediting contract formalization, at the midway point of the above noted time frame, the Agency may elect to initiate concurrent negotiations with the proponent with the next highest total score.
- 3.3.5.4 Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once the Contract is executed between the Agency and a proponent, the other proponents will be notified in writing of the outcome of the procurement process and the execution of the Contract.