



Request for Proposals

For

GTH Management Services Provider

Request for Proposals No.: 2019-01

Issued: March 7, 2019

Submission Deadline: **April 18, 2019, 12:00 PM CST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS3

1.1 Invitation to Proponents 3

1.2 RFP Contact 3

1.3 Fairness Advisor and Observer 3

1.4 Type of Contract for Deliverables 3

1.5 RFP Timetable 4

1.6 Submission of Proposals 4

PART 2 – EVALUATION AND NEGOTIATION6

2.1 Stages of Evaluation and Negotiation 6

2.2 Stage I – Mandatory Requirements 6

2.3 Stage II – Evaluation 6

2.4 Stage III – Concurrent Negotiations and BAFO 6

2.5 Stage IV – Contract Negotiations 7

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS8

3.1 General Information and Instructions 8

3.2 Communication after Issuance of RFP 9

3.3 Notification and Debriefing 10

3.4 Conflict of Interest and Prohibited Conduct 10

3.5 Confidential Information 12

3.6 Procurement Process Non-binding 13

3.7 Governing Law and Interpretation 14

APPENDIX A – RFP PARTICULARS15

A. THE DELIVERABLES 15

B. MATERIAL DISCLOSURES 15

C. ACHIEVEMENT OF OUTCOMES AND THE SUCCESS MATRIX MANDATORY REQUIREMENTS 20

D. MANDATORY REQUIREMENTS 20

D. PROPOSAL RESPONSE FORMAT 21

E. RATED CRITERIA 24

APPENDIX B – PRICING FORM25

APPENDIX C – FORM OF AGREEMENT27

APPENDIX D – SUBMISSION FORM43

APPENDIX E – GTH SITE MAP44

APPENDIX F – WORKING RELATIONSHIPS45

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the RFP) is an invitation by the Global Transportation Hub (GTH) to prospective proponents to submit proposals to assume the marketing & sales, property management, and land development functions of the GTH, an 1800-acre inland port. These responsibilities are further described in Appendix A as The Deliverables.

The GTH is an entity of the Government of Saskatchewan responsible for the development, operation and regulation of the lands within its footprint. While the primary functions of development and operation will be outsourced, the regulatory function would continue to be delivered by the Provincial Government.

The GTH reserves the right to reject any and all submissions or cancel this RFP at any time.

1.2 RFP Contact

The contact for the purposes of this RFP is Matt Schroeder, Acting President & CEO, matt.schroeder@thegth.com. All correspondence is required to be provided via email.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the GTH, other than the RFP Contact noted above, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of their proposal.

1.3 Fairness Advisor and Observer

To ensure the procurement process follows accepted standards and is fair to both the GTH and proponents, MNP LLP (MNP) has been retained as a fairness advisor and observer. MNP will be involved at important milestones to ensure the fair and complete implementation of the RFP process.

1.4 Type of Contract for Deliverables

The selected proponent(s) will be requested to enter into direct contract negotiations to finalize an agreement with the GTH for the provision of the Deliverables. The GTH anticipates the terms and conditions set out in the Form of Agreement in Appendix C to be the basis of the final negotiated agreement with the selected proponent. While this draft contract has been included for illustrative purposes, proponents choosing to participate in this RFP process should be prepared to accept these terms and conditions, subject to minor changes that may be mutually agreed upon in the negotiation process. It is the GTH's intention to enter into an agreement with one proponent. The term of the agreement is to be for a period of five (5) or more years as mutually agreed upon with the proponent with potential option for renewal. Annually, the successful proponent will be subject to evaluation against an agreed upon success matrix. Should the successful proponent not meet the agreed to success measures the GTH reserves the right to cancel the contract.

1.5 RFP Timetable

Issue Date of RFP	March 7, 2019
Onsite Presentation and Tour (Optional)	Week of March 18, 2019 – Proponents please contact for details
Deadline for Questions and Requests for Conference Calls	March 28, 2019
Deadline for Issuing Addenda	April 4, 2019
Submission Deadline	April 18, 2019, 12:00 PM CST
Shortlisted Proponents will be invited to move onto next phase of procurement	May 2, 2019
Deadline for non-disclosure agreements to be signed by shortlisted proponents	May 8, 2019
Additional information provided to proponents	May 9, 2019
Anticipated Deadline for Submission of Best and Final Offers (“BAFO”)	June 12, 2019
Presentations by shortlisted proponents to evaluation Committee	Week of June 17, 2019
Anticipated Final Ranking	June 26, 2019
Contract Negotiation Period	TBD late summer 2019
Anticipated Execution of Agreement	TBD fall 2019

The RFP timetable is tentative only, and may be changed by the GTH at any time.

1.6 Submission of Proposals

1.6.1 Proposals to be Submitted at the Prescribed Location

Proposals must be received by 12:00 PM Central Standard Time on Wednesday April 18, 2019. No submissions received after this time will be considered. Proposal file size should not exceed 20 megabytes.

Submissions are to be provided in a PDF format addressed electronically to Matt Schroeder, Acting President & CEO at matt.schroeder@thegth.com. The subject line of the email should contain the RFP title and number (see RFP cover).

The GTH assumes no responsibility for submissions which contain corrupt files, or files the GTH cannot otherwise open.

1.6.2 Proposals to be Received on Time

Proposals must be received at the location set out above on or before the submission deadline. Proposals received after the submission deadline will not be accepted. Onus and responsibility rests solely with the proponent to appropriately deliver its proposal as indicated in this RFP on or before the submission deadline. The GTH does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised

to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Once proposals are received they will be reviewed for clerical and procedural inaccuracies. Proponents will be informed if accidental shortcomings exist and will be given the opportunity to correct such shortcomings.

1.6.3 Proposals to be Submitted in Prescribed Format

Proponents should submit their proposal electronically in PDF format. Proposals should be prominently marked with the RFP title, number and closing date and time (see RFP cover), along with the full legal name and return address of the proponent, as well as all pertinent contact information such as email and phone number.

1.6.4 Amendment of Proposals

Proponents may amend their proposals prior to the submission deadline by submitting the amendment in PDF format to the location set out above, prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.6.5 Withdrawal of Proposals

At any time prior to the execution of a written agreement for provision of the deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal signed by an authorized representative of the proponent must be received by the RFP Contact. The GTH is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 STAGES OF EVALUATION AND NEGOTIATION

The GTH will conduct the evaluation of proposals and negotiations in the following stages:

2.2 STAGE I – MANDATORY REQUIREMENTS

Stage I is expected to consist of a review to determine which proposals comply with the mandatory requirements. If a proposal fails to satisfy any mandatory requirement, the GTH may choose, in its sole discretion, to not evaluate the proposal further. The mandatory requirements are detailed in Appendix A.

2.2.1 Submission Form (Appendix D)

Each proposal should include a Submission Form (Appendix D), or a document containing the information requested, completed and signed by an authorized representative of the proponent.

2.3 STAGE II – EVALUATION

The GTH will evaluate each qualified proposal using the rated criteria as set out in Section D of the RFP Particulars (Appendix A), and the pricing particulars discussed in Section E of the RFP Particulars (Appendix A) and the Pricing Form (Appendix B).

2.3.1 Pricing Form (Appendix B)

Each proposal should include a Pricing Form (Appendix B), or a document containing the information requested, completed in accordance with the instructions contained in the form.

2.4 STAGE III – CONCURRENT NEGOTIATIONS AND BAFO

2.4.1 Initial Ranking of Proponents

After the completion of Stage II, all scores from previous stages will be added together and the proponents will be ranked based on their total scores.

2.4.2 Concurrent Negotiations and BAFO Process

The GTH intends to invite a limited number of ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the GTH may provide each proponent with additional information and may seek further information and proposal improvements. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the GTH. The purpose of the BAFO process is to provide the opportunity for two-way, open dialogue to refine proponent's bids to best suit the needs of the GTH and provide best overall value to taxpayers. The GTH will provide additional information and instructions to bidders at the outset of the BAFO process. It is anticipated that some details provided at the BAFO stage will be applicable to all proponents, while other details may be specific to each individual proponent and their specific bids.

2.4.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated by a committee against the criteria that will be confirmed with those proponents that are invited to the BAFO stage. The top-ranked proponents based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with the GTH.

2.5 STAGE IV - CONTRACT NEGOTIATIONS

2.5.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the GTH or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions in the Form of Agreement in Appendix C are intended to be included in the final negotiated agreement with the selected proponent. This draft agreement has been provided as a guideline and the GTH expects the final agreement would take this form. Negotiations may include requests by the GTH 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 GTH for improved pricing or performance terms from the proponent.

2.5.2 Time Period for Negotiations

The GTH intends to conclude negotiations and finalize the agreement with a proponent during the Contract Negotiation Period. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.3 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the deliverables within or after the contract negotiation period, the GTH may, at its sole discretion, discontinue negotiations with a proponent and continue negotiations with other proponents in the process.

2.5.4 Notification to Other Proponents

Once an agreement is finalized and executed by the GTH and a proponent, the other proponents will be contacted and notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Proposals should include all the information requested, which should be presented using the order and headings provided in Section D. Proposal Response Format of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached may not be considered to form part of its proposal. If proponents wish to reference websites or external documents, they should obtain the approval of the RFP Contact prior to the submission date. Proponents are responsible for ensuring all external content referenced is accurate and provide notice to the GTH of any changes that may arise after submission. The GTH may, at any time, require a proponent to provide a hard copy of some or all of the external content referenced.

3.1.4 References and Past Performance

In the evaluation process, the GTH may consider information provided by the proponent's references and may also consider information independently obtained by the GTH about the proponent or its proposal in the course of the GTH's own due diligence, including any previous dealings or experience, if any, with a proponent. The GTH may contact any of the proponent's customers who the GTH believes may be able to provide information about the proponent that would be pertinent to this RFP.

3.1.5 Information in RFP Only an Estimate

The GTH and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the GTH

The GTH will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) and/or the New West Partnership Trade Agreement (NWPTA) and/or the Agreement on Government Procurement are subject to those trade agreements, but the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work

The GTH makes no guarantee of the value or volume of work to be assigned to the successful proponent.

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information via email to the RFP contact on or before the deadline for questions. No such communications are to be directed to anyone other than the RFP contact. The GTH is under no obligation to provide additional information, and the GTH is not responsible for any information provided by or obtained from any source other than the RFP contact. It is the responsibility of the proponent to seek clarification from the RFP contact on any matter it considers to be unclear. The GTH is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

Additionally, during the RFP process, the GTH will hold one, 30-minute maximum question and answer conference call for each legitimate proponent that makes the request. Conference call requests must be made to matt.schroeder@thegth.com prior to March 28, 2019. These phone calls will be confidential to provide the opportunity to openly discuss potential solutions and approaches with each proponent that may be commercially sensitive and proprietary. Items related to the RFP process and procedures would be shared with all proponents.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the GTH, for any reason, determines it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Any information obtained in a method other than an addendum should not be relied upon. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the GTH.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the GTH determines that it is necessary to issue an addendum after the deadline for issuing addenda, the GTH may extend the submission deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the GTH may, at its sole discretion, request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in a proposal. The response received by the GTH shall, if accepted by the GTH, form an integral part of the proponent's proposal.

The GTH may consider information independently obtained by the GTH about the proponent or its proposal in the course of the GTH's own due diligence, including any previous dealings or experience by it or others.

3.2.5 Time Disputes

In the event of a dispute regarding time, the GTH's time clock will govern.

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 Notification to Other Proponents

Once an agreement is signed by the GTH with the successful proponent, the other proponents will be notified directly by the GTH. The GTH will communicate with proponents at key milestones to ensure they are apprised of overall progress.

3.3.2 Debriefing

Proponents who submitted a proposal may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting an improved proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 Conflict of Interest

The GTH may disqualify a proponent, or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by the GTH, in its sole and absolute discretion, to constitute a conflict of interest.

For the purposes of this RFP, conflict of interest includes any situation or circumstance where, in relation to a GTH procurement competition, a participating proponent has an unfair advantage,

a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having, or having access to, information in the preparation of its proposal that is not available to other proponents, but such does not include information a proponent may have obtained in the past performance of a contract with a public entity, including the GTH, that is not related to the creation, implementation or evaluation of this or a related procurement competition;
- (b) communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or
- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

Proponents are to fully disclose in their proposals the circumstances of any actual or potential conflict of interest, as well as what could be perceived as a conflict of interest if the vendor were to become a contracting party pursuant to the RFP. Proponents have the option to submit written questions pertaining to potential conflicts of interest to the RFP Contract prior to the submission deadline.

The GTH will review all disclosures made by proponents under this provision and take such steps as it, in its sole discretion, deems necessary to address any conflict of interest, which may include either requiring the proponent to take action to address and remedy the conflict of interest to the satisfaction of the GTH or disqualifying the proponent from further participation in this RFP process.

Failure to disclose any actual, potential or perceived conflicts of interest may, at the sole discretion of the GTH, render any contract that may result from this procurement competition null and void, and entitle the GTH to terminate the contract immediately and recover any and all of the contract price.

3.4.2 Disqualification for Prohibited Conduct

The GTH may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into, or take such other action it may deem appropriate if the GTH, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents should not engage in any communications that could constitute a conflict of interest.

3.4.4 Proponent Not to Communicate with Media

Proponents should not at any time directly or indirectly communicate with the media or the public in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP contact.

3.4.5 No Lobbying

Proponents should not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent. Direct or indirect lobbying by a proponent with a senior official or political contact could nullify a proponent's ability to bid or have their bid evaluated.

3.4.6 Illegal or Unethical Conduct

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents are not to engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the GTH; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP. Any proponents engaged in illegal or unethical conduct will be excluded from the competition.

3.4.7 Past Performance or Past Conduct

The GTH may prohibit a proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the proponent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the GTH, in its sole and absolute discretion, to have constituted an undisclosed conflict of interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 Confidential Information of the GTH

All information provided by or obtained from the GTH in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the GTH and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the deliverables;
- (c) must not be disclosed without prior written authorization from the GTH
- (d) should not be copied, shared or distributed without consent from the GTH; and

- (e) must be returned by the proponent to the GTH immediately upon the request of the GTH.

3.5.2 Confidential Information of Proponent

Proposals will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by the GTH, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Government of Saskatchewan, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of government including its boards, commissions or panels. Proponents are particularly advised the GTH is subject to legal requirements that may require disclosure of proposal information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan) (FOIP). Notwithstanding the foregoing, the GTH reporting requirements will result in the public disclosure of dollars paid to the successful proponent from any contract awarded. While portions of a proponent's submissions may be released pursuant to FOIP, the GTH will ensure that a proponent's confidential business, commercial, technical and financial information exempted from disclosure by FOIP is not disclosed.

Proponents are advised their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the GTH, and/or to Crown Corporations (as defined in The Crown Corporations Act, 1993) and Government of Saskatchewan agencies or ministries, including its boards, commissions or panels, to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the GTH will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and the GTH by this RFP process. A legal relationship will not arise until the successful negotiation and execution of a written agreement.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the GTH to enter into an agreement for the deliverables.

3.6.4 Effect of this RFP

This RFP process does not in any way restrict or limit the GTH's pre-existing rights to engage in commercial negotiations with any proponent or to procure the deliverables from any proponent through any other process. Without limiting the generality of the foregoing, the GTH may:

- (a) choose whether or not to evaluate any proposal;
- (b) modify this RFP document or RFP process, including any technical, commercial or contractual terms;
- (c) re-issue this RFP, either in the same form, or with modifications;
- (d) begin or end negotiations with any proponent for some or all of the deliverables.
- (e) reject any proposal;
- (f) abandon its plans to obtain any of the deliverables; or
- (g) invite anyone (including any proponent) to give it an offer to provide some or all of the deliverables under any terms.

At any time before awarding the contract, the GTH may do the following:

- (a) require the proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the contract, including financial data, references to support assertions of past relevant experience, information about the deliverables, and proof of the proponent's legal capacity to perform the contract;
- (b) inspect the proponent's equipment and facilities that will be used to perform the contract to verify the bidder's technical or commercial capacity to perform the contract; or
- (c) cancel the RFP process without liability at any time.

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – RFP PARTICULARS

A. THE DELIVERABLES

The objective of this RFP is to engage a private management services provider or consortium with required expertise to:

- assume management of the GTH including marketing & sales, property management and land development;
- leverage industry expertise and networks to sell land and facilitate increased development and economic benefit to the region; and
- reduce overall operating and administrative costs.

The three functions the management services provider would fulfill are described as follows:

- **Marketing & sales** – The management services provider would be responsible for all aspects of the sales process from prospect identification to deal negotiation and execution. This may include tasks such as website and digital asset maintenance. All land sales would require approval from the GTH Board of Directors subject to applicable GTH zoning and bylaw requirements.
- **Property management** – All day-to-day operating concerns would be managed by the management services provider including accounting, reporting, client management, contract administration, and site maintenance.
- **Land development** – The GTH currently has 717 acres of land available for sale. Of this, 288 acres are serviceable and require minimal to no additional capital spending prior to sale. The management services provider is expected to coordinate the preparation of additional land to become serviceable and ready for sale as required subject to approval by the GTH Board of Directors.

The GTH welcomes and encourages the proposal of innovative or alternative methods of delivering and funding these core services. Consideration will be given to recommended changes to pricing, bylaws, approved uses excluding residential etc. Consideration would be given to multiple models that may consider, but not be limited to, fee for service, commission based on sales or other variables, land purchase or lease models, equity partnerships, equity earn-in etc. The anticipated working relationships and responsibilities following this procurement are detailed in Appendix F.

B. MATERIAL DISCLOSURES

1. Mandate

The GTH holds a mandate to advise on, plan, develop, construct, operate, manage, and promote Saskatchewan's Global Transportation Hub in a manner that:

- creates an investment and operating environment for business that is secure, efficient,

- coordinated, and orderly; and,
- is consistent with the social and economic development of the province.

2. General

The GTH is a transportation and logistics enterprise that grew out of the desire to enhance the trade capabilities of our province. By expanding the infrastructure and provincial transportation system, the GTH is helping connect Saskatchewan to the rest of the world.

In an environment where the movement of goods is timed to the minute, the GTH is designed specifically to meet the needs of heavy-haul transportation and logistics operations. Direct access to CP Rail's intermodal yard and the GTH's extra-wide, double-lane roadways are specifically tailored for freight movement. With imminent completion of the Regina Bypass (October 2019), the GTH will provide free-flow access to two national highway systems. Efficiency and speed are a distinct advantage compared to the severe bottlenecks in other Canadian urban centers.

The GTH currently has 12 clients made up of companies involved in warehousing, distribution, transportation, logistics, and trade activity. Among its community is a million plus sq. ft. Loblaw distribution center and the CP Rail intermodal facility. The focus of the GTH is to create a transportation and logistics community where collaboration and synergies can be achieved.

The value proposition of the GTH is significantly enhanced as it is the only autonomous and self-governing inland port in Canada with Foreign Trade Zone (FTZ) international status providing a single point of contact for clients and important pathfinding to provincial and community business support.

Because we are a Greenfield property and do not subdivide the property into defined parcels for sale, we can work with each client to define their specific property needs. Once the property location and size is determined, the client completes their development plan and permits directly with the GTH. Our land is sold 'service-ready' which means that the land is rough graded to the required slope and compaction and the utilities (water, sewer, power, gas, telecommunications) are implemented in our roadway or ditches. The client then simply connects to the most logical service location based on where they place their buildings or facilities. As the GTH is the permitting authority, the historical permit turnaround times have been well below industry averages.

3. Regulatory

The GTH was established as a Treasury Board Crown corporation on June 24, 2009. Effective August 6, 2013 the *Global Transportation Hub Authority Act* was passed, which gives the GTH similar authority, powers and responsibilities of a municipality, including the following:

- its own community plan, zoning and bylaws;
- provision of municipal services such as site maintenance, fire protection, water, wastewater etc. which are predominantly contracted through external parties like the City of Regina;
- maintenance and repair of roads and other municipal infrastructure;
- tax collection, which is contracted through the City of Regina; and

- provision of development and building permits.

The Act requires where possible, services to be secured or purchased from the City of Regina and be contracted on a cost recovery basis. In December 2018, the GTH signed a municipal servicing agreement with the City ensuring GTH tenants have access to safe, reliable water and wastewater access.

The regulatory function is one area that will continue to be delivered by the GTH with support from the provincial Government. This will include all permitting activities, bylaw and zoning amendments, management of contracts with the City of Regina, as well as oversight and evaluation of the management services provider.

4. Land

The total GTH footprint is 1871 acres. Of this total, 743.3 acres is owned by clients, 10.3 acres is leased by clients and 400.5 acres is set aside for common areas and highways.

The remaining 716.9 acres are available for sale and are in various stages of development as can be seen in Appendix E and described as follows:

- 287.7 acres is rough graded and serviceable. This land has services in the adjacent roadways including water, wastewater and shallow utilities in most cases.
- 171.2 acres have been rough graded. This land is not adjacent to a roadway and does not have services adjacent to the property but topsoil has been stripped and initial grading completed.
- 258.0 acres are undeveloped. No infrastructure development has been completed to service these properties.

Pertaining to land sales, three significant challenges have persisted:

- There have been comments made that there exists an oversupply of certain types of industrial land in the Regina region. There is also significant vacancy in already built industrial facilities with attractive rents creating additional competition;
- Some uncertainty exists within the Saskatchewan economy which has been exacerbated by trade uncertainty with our largest trading partner, the United States; and
- The GTH has suffered reputational damage resulting from extensive public scrutiny over the past three years.

Proponents are expected to propose a successful strategy to leverage relationships and market land in light of these and other challenges.

5. Financial

The GTH has two primary revenue streams:

- Property taxes – These amounted to \$2.1 million for the fiscal year ended March 31, 2018. At full buildout, property taxes are expected to be in excess of \$10 million. As additional land is developed, property taxes will increase.
- Land sales – The current land price is \$256,000 per acre for industrial land and \$320,000 per acre for commercial land.

Total costs during the fiscal year ended March 31, 2018 net of non recurring one time charges were \$6.2 million. If amortization and financing charges are removed total expenses are \$4.6 million.

Going forward, the management services provider may be responsible for all accounting functions and the administration of the following costs subject to the proponent's proposal:

- Reimbursement of land costs to the Ministry of Highways (MHI) as sales are made of approximately \$30,000 per acre.
- Execution of obligations and payment of fees to the City of Regina pursuant to the Municipal Water, Wastewater & Transportation Infrastructure & Services Agreement as follows:
 - Capital payments to be made as land is sold and developed of approximately \$15,000 per acre.
 - Operating charges to be paid to the City on an ongoing basis (\$207,000 per year).
 - A copy of this agreement with the City can be found at the following link:
<http://open.regina.ca/dataset/municipal-water-wastewater-transportation-infrastructure-services-agreement>
- Payment of fees to the City of Regina pursuant to the Fire Services Agreement (\$336,000 per year).
- Payment of fees for site maintenance discussed further below under assets (\$600,000 per year).
- Other costs as required.

There will be escalation in some of the above costs over time.

6. Assets

The following is a list of assets that will need to be maintained by the management services provider:

- Roads – Within the GTH, there are approximately 7.45 km of double lane, full shoulder, provincially designated highways to accommodate the heavy haul freight and long combination commercial vehicles. Over the past two years the GTH has engaged a contractor to seal all cracks on an as needed basis.
- Underground water & wastewater infrastructure – Within the GTH, there is approximately 11.1 km and 8.6 km of water and wastewater pipe, respectively. All water distribution is

connected to the 600 mm line that runs adjacent to Fleming Road. The GTH is required to perform regular water testing to maintain its permit with the Water Security Agency and periodic wastewater testing to satisfy requirements of the municipal servicing agreement with the City of Regina.

- Ditches and berms – The GTH has approximately 25 km of ditch network. These 20-meter-wide ditches line both sides of roadways and include four storm channels that help direct water to storm ponds and then on to the regional storm channel. All clients maintain independently developed storm ponds on their property; the ditches along the common roadways receive this storm water as well as all runoff from the clients tip-out point over the constructed berm. During 2017-18 and 2018-19 more than 60% of ditches were excavated and adjacent undeveloped lands were seeded with rye grass.
- Regional drainage channel – The GTH is a member of the recently formed East Cottonwood Creek Watershed Association and will participate with the association to maintain the regional drainage channel that flows through and to the west of the GTH.

Over the past several years the GTH has engaged a service provider to maintain the above infrastructure and complete additional site maintenance activities such as seeding, snow removal and mowing. In 2017-18 the total paid to this service provider was approximately \$600,000, which included the above noted crack sealing, ditch and berm reconstruction. This contract would either be managed by the management services provider going forward or outside maintenance services could be delivered in an alternate method as agreed upon by GTH and the management services provider.

7. Zoning

Currently most land is zoned for industrial with a minimum parcel size of 2.5 acres. There is 120 acres within the footprint that is zoned for commercial.

Current permitted uses include but are not limited to:

- Transportation and logistics
- Warehousing and distribution
- Light manufacturing
- Importing and exporting
- Commercial services

C. ACHIEVEMENT OF OUTCOMES OF THE SUCCESS MATRIX

Potential service providers will be evaluated on their ability to effectively produce outcomes in the key areas of marketing & sales, property management, and land development. The GTH is open to creative alternatives, opportunities, or innovations from proponents that may be beneficial to achieving outcomes and evolving the GTH's commercial model.

The GTH Board of Directors is seeking a Management Services Provider that can contribute significantly to the achievement of the following strategic priorities:

- Economic growth of the province including added investment, foreign investment, value-added processing, expansion of logistics capacity, and more.
- Revenue generation through an increase in the level of land sales.
- Debt reduction for the GTH based on the ability of land sales to offset initial land development costs.
- Expenditure control at an operating level to lower the costs of operations.
- Execution and addition to the strategic vision and purpose of the GTH.

When preparing proposals, proponents should keep in mind how outcomes will be accomplished in the following areas specific to the business goals of the GTH:

- Land sales;
- Development of sold acres;
- Management of costs;
- Improving the narrative of the GTH;
- Ensure existing clients are well served.

It is anticipated that proponents invited to the BAFO stage will work with the GTH to refine a success matrix specific to their proposed solution which identifies target performance standards.

D. MANDATORY REQUIREMENTS

The GTH is committed to the promotion of the industrial and economic growth of the Province of Saskatchewan, and will give preference to those suppliers that are supportive of growing the local economy.

The four mandatory requirements for this procurement are as follows:

1. The proponent or a member of the proponent consortium must be a registered entity currently delivering each of the three requested service lines.
2. The proponent or a member of the proponent consortium must have a minimum of five years providing each of the three requested service lines or equivalent expertise
3. The proponent or a member of the proponent consortium commits to have a physical presence either at the GTH or within the Regina region if successful.
4. The proponent will have completed and attached to their proposal a Submission Form (Appendix D) completed and signed by an authorized representative of the proponent.

E. PROPOSAL RESPONSE FORMAT

Proposals should include all the information requested, which should be presented using the order and headings provided below. Proponents are strongly encouraged to focus their proposals on information that articulates how they will support the GTH to achieve the outcomes it is seeking from the Management Services Provider.

1. Title Page

This first page should show the RFP title and number, and closing date and time. Included on this page should be the proponent's contact information as follows:

- Legal company name
- Company address
- Contact name
- Contact phone number
- Contact email address

2. Table of Contents

A listing of the proposal contents with reference to the appropriate page number. Page numbering and tabs are beneficial.

3. Letter of Introduction

A one-page introduction which should be dated and signed by an official authorized to negotiate, make commitments, and provide clarifications with respect to the proposal on behalf of the proponent.

4. Submission Form

Provide a completed Submission Form (Appendix D of this RFP), or a document containing the information requested in the Submission Form.

5. Acceptance of Terms and Conditions

Please state your acceptance of the terms and conditions of this RFP (Part 3 – Terms and Conditions of the RFP Process).

Any anticipated deviations or exceptions to the terms and conditions in this RFP document should be described.

6. Executive Summary

Provide a one or two-page summary of the key features of your proposal that highlights the unique value proposition to the GTH.

7. Conflict of Interest

Fully disclose the circumstances of any actual or potential conflict of interest, as well as what could be perceived as a conflict of interest if you were to become a contracting party pursuant to the RFP. If no conflict exists, please include a statement to this effect.

8. Proponent Experience

Provide a brief introduction of your company including:

- Length of time in business
- Location of head office and any sub-offices

- A statement of proponent qualifications to undertake this initiative
- A summary of recent, relevant experience in each service line:
 - Marketing & sales – Outline prior experience with similar developments that qualifies you to take on this work;
 - Property management – Provide evidence of successful delivery of prior property management services for a sustained period of time;
 - Land development – Provide evidence of successful land development, including reference to specific projects. Specific details related to industrial land development, transportation centres, and value-added processing would be valuable.

9. References

Provide a minimum of three (3) references from Canadian clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five (5) years. The GTH requests at least one reference for each of the three service lines of marketing & sales, property management, and land development.

References should include the client name, contact name, contact phone number, contact email, and a brief description of the project, if not already provided in the Proponent Experience section.

10. Proposed Approach

Provide a detailed description of your proposed approach to the three functions outlined in Section A. The Deliverables of this RFP.

Potential service providers will be evaluated on their ability to effectively produce outcomes in the key areas of marketing & sales, property management, and land development. The description should include your understanding of the deliverables as well as outline any creative alternatives, opportunities, or innovations that may be beneficial to the GTH. The focus of the GTH is on the achievement of outcomes and evolving its commercial model.

Preference will be given to proponents that demonstrate the following:

- Marketing & Sales – Provide a clear and compelling approach and what actions the proponent will take to effectively sell land. Such an approach articulated over a five-year period (or longer as per final negotiated agreement) would specify an initial assertive 12-18-month strategy and how they will deliver on the defined success matrix throughout the length of the contract. Demonstrate the proponent’s knowledge of the local marketplace as well as access to and a plan for how the proponent will leverage a national and international network. The GTH is open to considering all financial tools that would reward the successful proponent based on achieving an increase in sales in the short-term and on a sustained basis.
- Property Management – Provide a clear approach to service delivery and methods related to property management. Identify key methods and approaches including innovative use of

- technology. Identify specific opportunities to reduce costs in the GTH’s operating model and overall costs to taxpayers.
- Land Development – Provide an approach to service delivery related to land development when required in the future.

The proposed approach within proponent submissions will be evaluated based on the following information provided for each of the three service lines:

- A clear vision for successful management of the GTH, and a clear plan and actions that will effectively deliver services in the three areas.
- How the proponent’s efforts will change the current public narrative of the GTH.
- Knowledge of the local marketplace accompanied by access to a national and international network to maximize land sales opportunities.

11. Proposed Resources

It is important to understand who would be delivering the services outlined in the proponent’s proposal. Indicate your proposed staffing and resource model that considers the needs of the GTH and your business model. Provide information in the following areas:

- Names, home office location, and corporate roles of proposed resources.
- Biographical information that at minimum indicates the industry experience, education, training, related project experience, certifications, and value adds for each individual.
- Indicate the proposed role and responsibilities for each resource.
- Identify where each resource would be located to fulfill their responsibilities, including what percentage of time they would potentially need to be in Regina to fulfill their responsibilities. It is anticipated that not all team members would need to be in Regina.

It is important to clearly outline who is proposed to deliver work compared to who would be advising or overseeing work. Proponents are strongly encouraged to identify individuals who will be directly involved in supporting implementation of the scope of work and the achievement of outcomes. Proponents are encouraged not to include individuals in their organization who are not expected to be involved directly in the project.

12. Project Costs

Using the instructions provided in Appendix B – Pricing Form of this RFP, provide an early indication of the proposed cost structure, pricing, incentive model, and/or business relationship for each service line.

F. Rated Criteria

The following table is a copy of the evaluation template that will be used to evaluate proponents, which breaks out the detailed weightings for the information requested in Section D. Proposal Response

Format for each of the three service lines. Please note the evaluation template includes all factors, including pricing factors, for a total of 140 points:

Request For Proposal - Management Services Provider

Bidder:

Evaluator:

Request for Proposal Evaluation Criteria	Score out of	Score
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Proponent or Consortium Profile		
Innovative and creative approaches focused on outcomes	10	
Qualifications and experience of proposed resources	15	
References	15	
Proponent or Consortium Profile Total	40	

Marketing & Sales		
Strategic vision for economic growth	10	
Action plan for land sales and revenue generation	10	
Access and plan to leverage local, national and international networks	7	
Qualifications to undertake this service	5	
Outline of prior experience with similar developments	8	
Proposed costing structure and estimate of costs	10	
Marketing & Sales Total	50	

Property Management		
Vision/approach to successful management	8	
Qualifications to undertake this service	5	
Outline of prior experience with similar developments	7	
Proposed costing structure and estimate of costs	10	
Property Management Total	30	

Land Development		
Plan for effective delivery of service	5	
Qualifications to undertake this service	5	
Outline of prior experience with similar developments	5	
Proposed costing structure and estimate of costs	5	
Land Development Total	20	

Overall Score	140	
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APPENDIX B – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) The GTH is seeking proposed pricing for each of the three key service lines of marketing & sales, property management and land development. The proposed pricing drivers do not need to be the same for the three service lines and proponents are encouraged to be innovative in their approach to pricing.

2. Evaluation of Pricing

Pricing is worth 25% of the total score. This scoring is broken down with 10% allocated to marketing & sales, 10% to property management and 5% to land development. Pricing will be evaluated from a best value point of view evaluating value for money.

Evaluation of proponent submissions will be relative with a goal of obtaining best value while considering the multiple deliverables that the GTH is procuring.

Proponents will be required to hold their proposed pricing until the conclusion of negotiations.

APPENDIX C – FORM OF AGREEMENT

MANAGEMENT SERVICES AGREEMENT

Global Transportation Hub Authority (herein the GTHA)


(herein the Manager)

(the Parties)

WHEREAS:

- A. The GTHA issued a Request for Proposals dated March ____, 2019 (the "RFP"), in which it requested proposals from parties interested in and qualified to provide the Deliverables described in the RFP.
- B. The Manager submitted a proposal dated _____, 2019 (the "Proposal") and was chosen as the selected proponent.
- C. The RFP contemplated the execution of a formal agreement (the Agreement) between the GTHA and the selected proponent based on the Proposal and the form of agreement attached to the RFP as Appendix C.
- D. The Parties are now prepared to enter into the following Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and benefits herein contained, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1 SERVICES

- 1.1 The Manager shall provide the Services described in Schedule "A", (the Services) to the GTHA on the terms and conditions set forth in this Agreement.

2 OVERSIGHT BY GTHA

- 2.1 The GTHA reserves the right, in its absolute discretion, to provide direction to the Manager with respect to time or manner in which the Services are provided and the Manager agrees to provide the Services in accordance said direction.

- 2.2 If there is a dispute over whether any such direction materially alters the costs to either Party and that the compensation payable under this Agreement should be adjusted, the dispute shall be resolved in accordance with Section 11.
- 2.3 Any dispute between the Parties over whether services that that GTHA directs the Manager increase or decrease the scope of Services and whether the compensation payable under this Agreement should be adjusted, shall be resolved in accordance with Section 11.
- 2.4 Nothing in this Agreement shall be deemed to limit, relieve or deprive the GTHA of its right to exercise its authority and responsibility under *The Global Transportation Hub Authority Act*.

3 TERM

- 3.1 The term of this Agreement is five (5) years [or more years as mutually agreed upon by the parties], commencing on the Effective Date.
- 3.2 The Effective Date shall be_____.
- 3.3 The GTHA shall have the option to extend the Agreement on the same terms as the original term, for up to two additional terms of 5 years each [to be adjusted as mutually agreed upon by the parties].
- 3.4 The GTHA may exercise its option to extend the term of the Agreement by providing written notice to the Manager stating that the GTHA intends to extend the Agreement. Said notice must be provided to the Manager not later than 180 days prior to the expiry of the Agreement.

4 TERMINATION

By the GTHA

- 4.1 The GTHA may terminate this Agreement, whether during the original term or any extension thereof, by providing at least 180 day's written notice to the Manager which notice shall state the termination date.
- 4.2 In the event of termination pursuant to Section 4.1, the GTHA shall pay to the Manager in full satisfaction of its liability to the Manager, all amounts properly due under this Agreement as of the date of termination. The GTHA will not be liable to the Manager for any other claim, damage or loss and without restricting the generality of the foregoing, for loss of anticipated profit or loss of other business or commercial opportunity.
- 4.3 The GTHA may terminate this Agreement at any time for Cause (as defined herein) without judicial resolution or payment of any penalty or additional compensation to the Manager by providing written notice to the Manager stating the Cause upon which such termination right is being exercised and the date that termination is to take effect.

4.4 "Cause" shall mean any of the following:

- (i) the Manager breaches any term of this Agreement and if it is a breach capable of being remedied, fails to remedy the breach within 60 days after notice thereof from the GTHA to the Manager;
- (ii) the Manager breaches any law that results or could result in civil, criminal or regulatory proceedings against the GTHA, or loss or damage including reputational damage to the GTHA;
- (iii) the Manager's acts or omissions might reasonably be expected to have either immediately or in the future, a materially adverse effect on the business, properties, assets, condition (financial or otherwise), or prospects of the GTHA;
- (iv) the Manager:
 - a) becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay its debts as they become due;
 - b) applies for, consents to, or acquiesces in the appointment of a trustee, receiver, sequestration, or other custodian or otherwise makes a general assignment for the benefit of creditors; or
 - c) permits or suffers to exist, as to itself, the commencement of any bankruptcy, reorganization, debt arrangement, or other action or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up, or liquidation proceeding;
- (vi) de facto control of the Manager changes.
- (vii) the Manager is not meeting the measures defined in the success matrix outlined in Appendix A, the GTHA have provided the Manager written notice of this and the shortcomings are not rectified in 90 days.

4.5 If this Agreement is terminated for Cause the GTHA shall:

- (i) pay to the Manager all amounts properly due under this Agreement;
- (ii) be entitled to set-off and deduct from any amounts due to the Manager the costs of remedying any damages, costs or losses incurred by the GTHA including the cost of obtaining the services from another source, or paying any unpaid accounts owing by the Manager to third parties, or indemnifying and saving harmless GTHA against all claims, demands and actions which may arise as a result of the acts or omissions of the Manager.

By the Manager

4.6 The Manager may terminate this Agreement, whether during the original term or any extension thereof, by providing at least 180 day's written notice to the GTHA which notice shall state the termination date.

5 COMPENSATION

5.1 As compensation for providing the Services, the GTHA agrees to pay to the Manager the fees and expenses set forth in Schedule B.

5.2 Payment over the maximum amount of _____ shall not be claimed by the Manager without the prior written consent of the GTHA.

5.3 The GTHA is not subject to the Goods and Services Tax for Services purchased from the Manager and GST is not to be claimed by the Manager.

6 INVOICING AND PAYMENT

6.1 The Manager shall submit invoices to:

Global Transportation Hub Authority

Attention: Matthew Schroeder

Telephone: (306)-798-4605

Fax: (306) 798-4600

Email: matt.schroeder@thegth.com

6.2 Invoices shall include a report of the Services provided with sufficient details and particulars to permit the GTHA to determine the service for which payment is claimed.

6.3 Notwithstanding any other provision in this Agreement, if the GTHA believes in good faith that the Services were not provided in accordance with the terms of this Agreement, or if the GTHA suffers loss, damage or costs due to the errors or omissions of the Manager, then without limiting any other right or remedy available to the GTHA, it may set off such loss, damage or costs against any sum owing to the Manager or withhold further payment, any portion thereof, pending resolution pursuant to Section 11 of this Agreement.

6.4 Payment, use or approval by the GTHA does not constitute acceptance or a waiver of any right or claim that it has against the Manager or relieve the Manager of liability or responsibility for Services that are not performed in accordance with, or do not comply with, the terms of this Agreement.

- 6.5 The GTHA shall pay all undisputed invoices received within 30 days of receipt of the invoice. Should payment not be made within 45 days, the Manager may add interest at the prime rate of GTHA's principal financial institution.

7 INDEPENDENT CONTRACTOR

- 7.1 The Manager shall be fully responsible for payment of any applicable employer and employee contributions or deductions for its employees, imposed by law or other authority, including but not limited to contributions or deductions owing under the *Income Tax Act* (Canada), the *Canada Pension Plan Act*, the *Employment Insurance Act* (Canada), or workers' compensation legislation.
- 7.2 The Manager's employees are not, nor shall they be deemed to be at any time during the term of this Agreement, employees of the GTHA or under the direction of the GTHA.

8 STANDARD OF WORK

- 8.1 The Manager shall observe, keep and perform all laws, ordinances, rules and regulations of any governmental unit or agency affecting the performance of any aspect of the Services including, without limitation, legislation respecting workers' compensation and occupational health and safety, including regulations promulgated under such statutes and will require compliance therewith by its employees, agents and subcontractors.
- 8.2 The Manager warrants that it is fully and properly experienced, authorized, qualified, licensed, equipped, organized and financed to provide the Services.
- 8.3 The Manager shall exercise the degree of skill, care and diligence that is required to provide the Services in a good and professional manner, in accordance with good and recognized standards, methods, practices and principles employed in the industry for similar work and in accordance with the terms of this Agreement and all applicable codes, laws and regulations.

9 INDEMNITY

- 9.1 The Manager shall indemnify and hold harmless the GTHA, its ministers, officials, respective directors, officers and employees from and against all claims, actions and other proceedings of any kind, including costs, that are made, brought or prosecuted against the GTHA, or its ministers, board members, officials, or employees that arise from, are based upon or are attributable to the acts or omissions of the Manager or its officers, employees, agents or contractors including any infringement on any third party "Intellectual Property Rights" (patents, trademarks, copyrights, trade secrets) provided that:

- (i) GTHA promptly, upon receipt of notice of any Claims against it, notifies the Manager in writing of the receipt thereof and provides it with full particulars thereof to the extent known to the GTHA;
- (ii) the Manager will assume the defence of any Claims in respect of which the GTHA claims indemnity hereunder provided that the GTHA will be entitled to employ separate counsel at its own expense;
- (iii) the GTHA will act as trustee for the benefit of its directors, officers, employees or representatives as regards the covenants of GTHA Manager.

9.2 The GTHA shall indemnify and hold harmless the Manager, its officials, respective directors, officers and employees from and against all claims, actions and other proceedings of any kind, including costs, that are made, brought or prosecuted against the Manager, its officials, directors, officers or employees that arise from, are based upon or are attributable to the acts or omissions of the GTHA or its officers, employees, agents or contractors including any infringement on any third party "Intellectual Property Rights" (patents, trademarks, copyrights, trade secrets) provided that:

- (i) the Manager promptly, upon receipt of notice of any Claims against it, notifies the GTHA in writing of the receipt thereof and provides it with full particulars thereof to the extent known to the Manager;
- (ii) the GTHA will assume the defence of any Claims in respect of which the Manager claims indemnity hereunder provided that the Manager will be entitled to employ separate counsel at its own expense;
- (iii) the GTHA will act as trustee for the benefit of its directors, officers, employees or representatives as regards the covenants of GTHA Manager.

10 GOOD FAITH AND REASONABLE

10.1 The Parties represent to one another that they will act reasonably and in good faith when carrying out their obligations.

10.2 The Parties agree to act reasonably in exercising any discretion, judgment, approval or extension of time which may be required to affect the purpose and intent of this Agreement. Whenever the approval or consent of a Party is required under this Agreement, such consent shall not be unreasonably withheld or unduly delayed.

10.3 The GTHA will make available to the Manager all relevant information and expertise in a timely manner and cooperate with the Manager in all reasonable respects.

11 DISPUTE RESOLUTION

11.1 In the event that any dispute arises between the Manager and the GTHA concerning the interpretation, rights, obligations or performance of this Agreement:

- (i) either Party may give written notice describing the dispute to the other Party;
- (ii) meet and negotiate in good faith to resolve the dispute;
- (iii) if the dispute cannot be resolved through negotiation at the operational level within 60 days of the date that notice of the dispute is first given, the Parties shall refer the matter to their most senior executive officers for resolution;
- (iv) if the dispute cannot be resolved through negotiation at the senior executive level, the Parties shall refer the matter to a professional mediator;
- (v) if mediation is unsuccessful the dispute shall be resolved before a single arbitrator in accordance with the *Arbitration Act*.

11.2 The fees and expenses of the mediator and arbitrator shall be shared equally by the Parties.

11.3 Unless otherwise instructed in writing by the GTHA the Manager shall continue to carry out its duties under this Agreement during proceedings under this section.

12 CONFIDENTIALITY

12.1 Information related to the GTHA or its affairs acquired by the Manager, either verbally or in writing or through observation, is considered by the GTHA to be confidential information and shall not be used or disclosed by the Manager either during the term of this Agreement or at any time thereafter, except as may be reasonably necessary for the Manager to perform the Services or such disclosure is required in response to a valid order of a court or other governmental body or otherwise required by law, including *The Freedom of Information and Protection of Privacy Act*, or as otherwise authorized by the Board.

12.2 The foregoing restriction shall not apply to information which (a) was known to the Manager before receipt of same from the GTHA; or (b) becomes publicly known other than through the Manager; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

13 CONFLICT OF INTEREST

13.1 Subject to the restrictions set forth in this Section, the Manager may be engaged in other businesses, and provide services to persons other than the GTHA.

13.2 The Manager will disclose in writing to the GTHA any interest it has, either direct or indirect, that will or could reasonably be seen by the GTHA, to place the interests of the Manager in conflict with the interests of the GTHA.

13.3 Where the GTHA determines that a substantial conflict of interest exists, the GTHA may require the Manager to take such measures as the GTHA considers necessary to eliminate or mitigate the conflict of interest.

- 13.4 Any dispute as to whether there is a conflict of interest or whether the measures required by the GTHA are reasonable shall be resolved in accordance with section 11.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property developed by the Manager for use in or as a consequence of providing the Services will be the exclusive property of the GTHA. GTHA's exclusive rights are to extend to use and exploitation in all manner and media, whatsoever, including without limitation, as computer software, as laser discs, in print form, in electronic media, and as consumer and other products.
- 14.2 The Manager hereby assigns to the GTHA the sole and exclusive right, title and interest in and to the Intellectual Property and all copies thereof in whatever form, without additional consideration, and agrees to assist the GTHA, at the GTHA's request and cost, to register and enforce all patents, copyrights and other rights and protections relating to the Intellectual Property in any and all countries. The Manager agrees to execute and deliver all documents requested by the GTHA in connection with such registration and enforcement, and in order to perfect any such rights in the GTHA, its licensees, successors and assigns.
- 14.3 At no time, without the prior written consent of the GTHA, will the Manager use, copy, disclose to any third party, license, transfer or otherwise exploit the Intellectual Property except for legitimate purposes contemplated by this Agreement.

15 INSURANCE

- 15.1 The Manager shall, without limiting any of its obligations and liabilities, procure and maintain at its own expense, with respect to and for the duration of the Agreement, insurance as required within this Section.
- (i) Workers' Compensation to the full extent required in jurisdiction in which the services are being performed and wherever the Manager's personnel contracts of employment are made or expressed to be made.
 - (ii) Commercial General Liability insurance, with a minimum limit not less than two million (\$2,000,000) for each occurrence of personal injury, bodily injury (and death) and property damage.
 - (iii) Automobile Liability Insurance covering all motor vehicles owned, operated or licensed by Manager with a minimum bodily injury and property damage limit of two million dollars (\$2,000,000) inclusive.
 - (iv) Professional Liability/ Errors and Omissions Insurance - The Manager shall maintain and effect such insurance covering claims arising out of any actual or alleged errors, acts or omissions of the Manager or its employees in the performance of services as part of this Agreement with a limit of not less than two million dollars (\$2,000,000). Such insurance

shall remain in force from the date of execution of the Agreement and for two years after the date of performance of the work or services.

- (v) Property Insurance covering loss of or damage to property and equipment of the Manager or for which the Manager is legally liable or responsible and used in performance of the services for the full replacement value.
- (vi) Any other insurance which:
 - : is required by law;
 - : is imposed by any government authority;
 - : a party deems appropriate to protect its interests for risks assumed in this Agreement or otherwise.

15.2 The insurance provided by the Manager pursuant to this Article shall be provided in accordance with the following terms and conditions:

- (i) the Commercial General Liability policy shall include the GTHA, its affiliates, together with its respective directors, officers, representatives, agents and employees as additional Insured on a primary basis for liability arising out of or in relation to or operations performed under or incidental to this Agreement;
- (ii) each policy of insurance shall provide endorsement or otherwise that insurers waive their rights of subrogation against the GTHA;
- (iii) such policies shall provide that a thirty (30) day written notice shall be given to the GTHA prior to any cancellation of any such policy or policies;
- (iv) the Manager shall provide the GTHA with a duly authorized certificate of insurance within ten (10) days of signing this Agreement;
- (v) the Manager will be responsible for any deductibles or self-insured retentions;
- (vi) before commencing any services under this Agreement, the Manager will deliver to Owner a certificate from the appropriate Workers' Compensation Board showing the Manager has registered and is in good standing with such Board or Commission.

16 REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1 The Manager represents, warrants to, and covenants with, the GTHA as follows:

- (i) The Manager is a duly formed and validly existing business corporation in good standing under the laws of the Province of Saskatchewan with full power and authority to conduct its business as contemplated in this Agreement.
- (ii) This Agreement has been duly authorized, executed and delivered by the Manager and constitutes the valid and legally binding agreement of the Manager enforceable in accordance with its terms against the Manager.
- (iii) The execution and delivery of this Agreement by the Manager and the performance of its duties and obligations hereunder do not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage,

deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Manager is a party or by which it is bound or to which its properties are subject, or require any authorization or approval under or pursuant to any of the foregoing, or violate any statute, regulation, law, order, injunction, judgment or decree to which the Manager is subject, which breach, default, failure to obtain authorization or violation would materially adversely impair the Manager's ability to carry out its obligations under this Agreement.

- (iv) The Manager is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in performance of any obligation, indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which its properties are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, which default or violation would materially adversely impair the Manager's ability to carry out its obligations under this Agreement.
- (v) There is no litigation, investigation or other proceeding pending or, to the knowledge of the Manager, threatened against the Manager or its owners or employees, which, if adversely determined, would materially impair the Manager's ability to carry out its obligations under this Agreement.
- (vi) No consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of the Manager is required for the execution and delivery of this Agreement by the Manager.
- (vii) The Manager shall ensure that its activities undertaken pursuant to this Agreement either on its own behalf or on behalf of the GTHA comply with all applicable Canadian laws, including but not limited to all laws governing privacy and money laundering.

16.2 The GTHA represents and warrants to, and covenants with, the Manager as follows:

- (i) The GTHA is a duly formed and validly existing corporation in good standing under the laws of the Province of Saskatchewan, with full power and authority to conduct its business as contemplated in this Agreement.
- (ii) This Agreement has been duly authorized, executed and delivered by the GTHA and constitutes the valid and legally binding agreement enforceable in accordance with its terms against the GTHA.
- (iii) The execution and delivery of this Agreement by the GTHA and the performance of its duties and obligations hereunder do not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate,

to which the GTHA is a party or by which it is bound or to which its properties are subject, or require any authorization or approval under or pursuant to any of the foregoing, or violate any statute, regulation, law, order, writ, injunction, judgment or decree to which the GTHA is subject, which breach, default, failure to obtain authorization or violation would materially adversely impair the GTHA's ability to carry out its obligations under this Agreement.

- (iv) The GTHA is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in performance of any obligation, indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which its properties are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, which default or violation would materially adversely impair the GTHA's ability to carry out its obligations under this Agreement.
- (v) There is no litigation, investigation or other proceeding pending or, to the knowledge of the GTHA, threatened against the GTHA, which, if adversely determined, would materially impair the GTHA's ability to carry out its obligations under this Agreement.
- (vi) No consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the plan of the GTHA is required for the execution and delivery of this Agreement by the GTHA.

17 CONTRACT REVIEW

- 17.1 After two years from the effective date, the agree to review the agreement and make any changes that they agree to be appropriate.

18 PERFORMANCE REVIEW

- 18.1 The performance of the Manager will be reviewed annually, or more frequently, if requested by the GTHA. The annual (or more frequent) reviews are intended to provide the GTHA with the opportunity to assess comprehensively the performance of the Manager over the preceding period and to raise with the Manager any questions or concerns regarding the standard of performance in the provision of the Services. The Manager agrees that it will give effect to any adjustments or variations in the manner, timeliness or other aspects of the performance of its Services required by GTHA arising out of the performance reviews, provided that such adjustments or variations are not inconsistent with the terms of this Agreement.

19 FORCE MAJEURE

19.1 If the Manager is delayed in the performance of its obligations under this Agreement by fire, flood, insurrection, riots, strikes, acts of the enemy, acts of governments including governmental agencies and other bodies, acts of God, or by default by the GTHA in the supply of necessary information or instructions, or any other causes reasonably beyond the control of the Manager (not including insolvency or bankruptcy), then the time for performance of the obligation of the Manager under this Agreement shall be extended for a period equivalent to the time lost by reason of the cause or causes aforesaid.

20 ARBITRATION

20.1 If either party refers a matter to arbitration the determination of such issue shall be made by arbitration conducted in accordance with The Arbitration Act, 1992 (Saskatchewan), subject to the following provisions and principles:

- (i) the party desiring to refer the matter to arbitration shall notify the other party in writing of the details, nature and extent of the matter to be arbitrated;
- (ii) within 30 days of the date of such notice, the parties shall attempt to agree upon an arbitrator who shall be a retired Justice of the Court of Queen's Bench of Saskatchewan; Court of Appeal of Provincial Court;
- (iii) the arbitrator shall, within 45 days of the appointment, decide and determine the matter in controversy, subject to unavoidable delay; and
- (iv) the decision and determination of the arbitrator shall be set out in writing, and shall be final and binding upon the parties and the parties shall abide by the award and perform the terms and conditions thereof.

21 NOTICES

21.1 Any notice, demand, request, statement or instrument required or permitted to be given under this Agreement must be in writing and will be sufficiently given if delivered in person to the parties hereto, or mailed in Canada by prepaid registered mail addressed as follows:

- (a) in the case of the GTHA:

Attention: Matthew Schroeder
Address: Unit 300 – 12222 Ewing Avenue
Email: matt.schroeder@thegth.com
Fax: 306-798-4600
Phone: 306-798-4605

(b) in the case of the Manager:

Attention:

Address:

Email:

Fax: 306-

Phone: 306-

21.2 A notice, demand, request, statement or other instrument will be deemed to have been given to the party to which it is addressed (i) if delivered in person, on the date of such delivery, and (ii) if mailed as aforesaid, on the fifth (5) business day following the date of mailing, provided that there is not at that date of mailing a postal disruption in progress and that no postal disruption occurred between the date of mailing and the date the notice will be construed to have been given; (iii) by Email or Fax on the date it was sent by Email or Fax. A party may at any time give notice to the other party of a change of address and after giving of the notice the address therein specified shall be considered to be the address of the party which gave the notice.

22 GENERAL

22.1 The Manager shall not assign its obligations under this Agreement without the written consent of the GTHA.

22.2 This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations. No implied terms or obligations of any kind by or on behalf of the GTHA shall arise from anything in this Agreement or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against the GTHA may be founded.

22.3 No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.

22.4 Each provision of this Agreement shall be considered severable, and if for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable or contrary to any applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid. In such event, this Agreement shall be construed so as to limit any such provision so as to make it enforceable or valid within the requirements of any applicable law, and, to the extent any such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

- 22.5 Each party agrees from time to time to execute and deliver all such further documents and instruments and provide such assistance as the other party may reasonably require to effectively carry out or perform the full intent and meaning of this Agreement.
- 22.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.
- 22.7 No waiver or delay in enforcement of any breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision.
- 22.8 Time is of the essence in this Agreement.
- 22.9 This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan. All proceedings whether by arbitration or otherwise to determine rights and obligations of the Parties shall be conducted in the City of Regina in the Province of Saskatchewan unless otherwise agreed in writing.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in duplicate on the dates set forth below their signatures.

Global Transportation Hub Authority

Manager

Printed: _____

Per: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SCHEDULE 'A'

(To be developed through the RFP process and negotiations)

SCHEDULE 'B'

(To be developed through the RFP process and negotiations)

APPENDIX D – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full legal name of proponent:	
Any other relevant name under which proponent carries on business:	
Street address:	
City, Province/State:	
Postal Code/Zip:	
Phone number:	
Fax number:	
Company website (if any):	
Proponent contact Name and title:	
Proponent contact phone:	
Proponent contact mail:	

The proponent acknowledges the RFP process will be governed by the Terms and Conditions of the RFP Process, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the GTH and the proponent unless and until the GTH and the proponent execute a written agreement for the Deliverables.

Signature of Proponent Representative

Title of Proponent Representative

Name of Proponent Representative (print)

Date

APPENDIX F – WORKING RELATIONSHIPS

The following illustrates the GTH’s expectation of the working relationships and responsibilities of the GTH Board of Directors, GTH management and the management services provider.

