

# Expression of Interest (EOI)

## For Regina General Hospital Parkade Project

Request for Information No.: **8538**

Issued Date: **January 05, 2023**

Final Deadline Date: **January 26, 2023, 2:00pm, CST time**

**\*Applicants are *not* to provide a complete submission. Only Appendix B is required at this time. \***

**TABLE OF CONTENTS**

**PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS ..... 1**

1.1 Invitation to Applicants ..... 1

1.2 Process Summary ..... 1

1.3 EOI Contact ..... 1

1.4 EOI Timetable ..... 2

1.5 Submissions ..... 2

**PART 2 - REVIEW AND CONFIRMATION OF INTENT ..... 5**

2.1 Stages of Review and Confirmation of Intent ..... 5

2.2 Stage I – Requirements ..... 5

2.3 Stage II – Review ..... 5

2.4 Stage III – Confirmation of Intent ..... 5

**PART 3 - TERMS AND CONDITIONS OF THE EOI PROCESS ..... 6**

General Information and Instructions ..... 6

**APPENDIX A - EOI PARTICULARS ..... 9**

**APPENDIX B - SUBMISSION FORM ..... 11**

## PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Applicants

This Expression of Interest (EOI) is an invitation by the Government of Saskatchewan (GOS) for the purpose of assessing market interest in participating in the Regina General Hospital (RGH) Parkade Project (the “Project”) and obtaining feedback on the procurement model and deal structure for the design, development, financing, and lease associated with the Project, as further described in Appendix A – EOI PARTICULARS.

Applicants to this EOI are expected to be a company (e.g., a developer) that will lead a private sector consortium (i.e., the private partner) to collectively design, build, finance, operate, and maintain the Project. Individual service providers are encouraged to collaborate with other consortium members to submit a single response with one company listed as the Project lead.

**The intention of this EOI is to identify potential Respondent(s) who are interested in participating in the Project.**

### 1.2 Process Summary

Upon EOI close, GOS will review Submissions received from interested Applicants.

The following is a high-level summary of the EOI process:

1. EOI document is released on SaskTenders and circulated to Local Chambers;
2. Interested Applicants may provide a completed Submission Form [Appendix B] as outline in Section 1.5 [Submissions];
3. EOI closes on date specified in Section 1.4 [EOI Timetable];
4. GOS will review submissions received;
5. GOS will determine if there is sufficient market interest to proceed to a Request for Qualifications stage.

For more details on the review process, see Part 2 of the EOI.

### 1.3 EOI Contact

Direct any questions regarding this competition to:

[rfxquestions@gov.sk.ca](mailto:rfxquestions@gov.sk.ca)

**Attention: Scott Bollefer, EOI 8538**

## 1.4 EOI Timetable

Issue Date of EOI	<b>January 05, 2023</b>
Deadline for Questions	<b>January 19, 2023</b>
Final Deadline Date	<b>January 26, 2023, 2:00pm, CST (Local Saskatchewan Time)</b>
Review of Submissions	<b>At EOI Close</b>

The EOI timetable is tentative only and may be changed by GOS at any time.

## 1.5 Submissions

Applicants may submit by email.

If there are multiple submissions received from an Applicant, the last copy (whether electronic or hard copy) submitted will prevail.

One (1) electronic copy in .pdf, .doc or .docx, excel format, which includes the EOI reference number and closing date, are to be forwarded to:

[submission@gov.sk.ca](mailto:submission@gov.sk.ca)

**The subject line of the email should contain the EOI reference number and competition title.**

One (1) email, including attachments, should not be larger than 25MB or it may not be successfully transmitted. It is recommended to send one (1) email, however, if sending multiple emails, provide clear instructions on how the submission is intended to be integrated.

Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, .docx, .xls and .xlsx.

The received time in the recipient's email inbox will be the recorded date and time of submission. GOS will provide confirmation of email receipt to Applicants via an automatic email message. If no confirmation email is received, please contact the SaskTenders Inquiry Line at 306-787-6871.

Prior to closing, GOS will maintain confidentiality of e-mail submissions subject to officials opening an e-mail for the purpose of identification. In the event that one or more files cannot be opened (e.g. are corrupted), the Applicant will not have an opportunity to resend such files after closing.

***For more information, refer to the document [Guidelines for Supplier Submissions via Email on SaskTenders](#).***

[End of Part 1]

## **PART 2 - REVIEW**

### **2.1 Confirmation of Intent Process**

Any confirmation of intent will be subject to the process rules contained in the Terms and Conditions of the EOI Process (Part 3) and will not constitute a legally binding offer to enter into any agreement, make or accept a nomination on the part of GOS or the Applicant. Confirmation of intent may include requests by GOS for supplementary information from the Applicant to verify, clarify or add context to the information provided in their Submission or to confirm the conclusions reached in the evaluation.

### **2.2 Time Period for Confirmation of Intent**

An Applicant invited to confirm their intention should be prepared to provide requested information in a timely fashion.

[End of Part 2]

## PART 3 - TERMS AND CONDITIONS OF THE EOI PROCESS

### General Information and Instructions

#### 3.1 Applicants to Follow Instructions

Applicants should structure their submissions in accordance with the instructions in this EOI.

In responding to this EOI, the Applicant acknowledges acceptance of the following EOI Terms of Reference:

##### 3.1.1 Request for Information Not a Formal Competitive Bidding Process

This EOI is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this EOI may result in subsequent market engagement and does not constitute a commitment by GOS to proceed with the Project.

##### 3.1.2 EOI Not to Limit GOS's Pre-existing Rights

This EOI will not limit any of GOS's pre-existing rights. Without limiting the generality of the foregoing, GOS expressly reserves the right, at its discretion, to:

- (i) seek subsequent information or initiate discussions with any potential Applicant, including potential Applicants that did not respond to this EOI;
- (ii) initiate direct negotiations for service with any potential Applicant regardless of whether the Applicant responded to this EOI;
- (iii) proceed with an alternative process for delivering the project without regard for the responses received pursuant to this EOI or another process conducted by GOS; and
- (iv) elect not to proceed to the Request for Qualifications stage that is the subject of this EOI.

##### 3.1.3 Information in EOI Only an Estimate

GOS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the EOI or issued by way of addenda. Any quantities shown or data contained in this EOI, or provided by way of addenda, are estimates provided only as general background information.

##### 3.1.4 Accuracy of Submissions

The Applicant acknowledges that the information provided is, to the best of their knowledge, complete and accurate.

##### 3.1.5 Governing Law

This EOI process will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

#### No Media Contact

The Applicant may not at any time directly or indirectly communicate with the media in relation to this EOI without first obtaining the written permission of GOS.

### **3.1.6 Applicants to Bear Their Own Costs**

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

### **3.1.7 Submission to be Retained by GOS**

GOS will not return the submission, or any accompanying documentation submitted by an Applicant.

### **3.1.8 Applicants to Review EOI**

Applicants should promptly examine all of the documents comprising this EOI, and may direct questions or seek additional information to the EOI Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the EOI Contact. GOS is under no obligation to provide additional information, and GOS is not responsible for any information provided by or obtained from any source other than the EOI Contact. It is the responsibility of the Applicant to seek clarification from the EOI Contact on any matter it considers to be unclear. GOS is not responsible for any misunderstanding on the part of the Applicant concerning this EOI or its process.

### **3.1.9 Confidential or Proprietary Information**

#### **3.1.9.1 Confidential Information of GOS**

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

- (i) is the sole property of GOS and must be treated as confidential;
- (ii) is not to be used for any purpose other than replying to this EOI;
- (iii) must not be disclosed without prior written authorization from GOS; and
- (iv) must be returned by the Applicant to GOS immediately upon the request of GOS.

#### **3.1.9.2 Confidential Information of Applicant**

Submissions will be accepted in confidence, as they may contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The Applicant should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by GOS. The confidentiality of such information will be maintained by, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the GOS. Applicants are particularly advised that GOS is subject to legal requirements that may require disclosure of submission information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan).

The Applicant consents to the disclosure, on a confidential basis, of this submission by GOS to advisers retained by GOS for the purpose of reviewing this submission. The Applicant acknowledges that GOS may make public the name of any and all Applicants.

[End of Part 3]

## APPENDIX A - EOI PARTICULARS

### A. BACKGROUND

To address the long-standing parking shortage at the RGH, the Ministry of SaskBuilds and Procurement (“SaskBuilds”) is working in conjunction with the Ministry of Health and the Saskatchewan Health Authority (SHA) to procure a private partner (i.e., a private sector consortium) to design, construct, own, operate, and maintain a parkade for a period of 30-years. The parkade is to be located in the northwest area of the current hospital parking lot and will provide a minimum of 800 parking stalls and a net increase of 566 stalls to the current parking capacity.



As one of Regina’s two major hospitals, the RGH is a 418-bed tertiary care facility with approximately 1.1 million total gross square feet, serving residents in Regina and Southern Saskatchewan. It is a major referral centre for specialized health care services. Approximately 3,000 employees of the SHA routinely work at the RGH.

There are currently 1,069 surface level parking stalls on the RGH property, of which approximately 770 are dedicated to staff while the remaining 299 are for patients and visitors. There are approximately 1,400 staff on the waitlist for parking at RGH. It is expected that a 1,928-stall parkade would be required in order to fully eliminate the staff waitlist and account for estimated patient and visitor parking demand.

Annual revenues for the existing main visitor lot have been approximately \$890,000 as a result of 600-650 daily users and an average payment of \$5.05 per visitor, based on the following parking rates:

- \$1 per half hour
- Daily Rate: \$12
- Weekly Rate: \$45
- Monthly Rate: \$120

Monthly passes for staff are currently provided with a monthly rate of \$75.50.

Government and the successful proponent will negotiate sufficient parking rates for the leased parkade parking stalls that will ensure financial viability of the parkade. It is anticipated that monthly parking rates at



RGH will increase to a level close to the market average for the area. The government and/or SHA will make availability-based monthly lease payments to the private partner for 800 stalls.

Please note that from the private partner’s perspective, the above parking rates are for information on current state only and do not inform any expectation regarding post-construction rates.

**B. PROJECT DESCRIPTION**

SaskBuilds is procuring, on behalf of the Ministry of Health and SHA, a private partner to design, construct, finance, own, operate, and maintain a parkade at the RGH.

The new parkade is to provide a minimum of 800 parking stalls for a guaranteed lease to the government and/or SHA. Based on a preliminary site plan analysis, the footprint of an 800-stall parkade (with a four-level structure) was estimated to be approximately 7,000 m<sup>2</sup> (75,000 ft<sup>2</sup>), which would reduce the total number of existing surface parking stalls by approximately 234 (i.e., a reduction from 1,069 surface stalls to approximately 835 surface stalls, with a total net increase of 566 parking stalls).

In addition to the minimum 800-parking stall parkade (and minimum net increase of 566 parking stalls) that are required and subject to a guaranteed lease, the private partner could include additional parking and/or commercial spaces in the parkade to generate extra revenues for the private partner if they so choose and if they determine it makes financial sense.

With respect to the site, the property is located in an Institutional Zone and has a maximum allowed height of 15 metres under City bylaw (with a flat roof structure, height relates to the vertical distance measured from grade level to the highest point at the top of the flat roof structure). There are height exemptions for mechanical equipment and an option to apply for a minor variance of 10% (or 1.5 metres), increasing the total maximum height to 16.5 metres.

The private partner’s design is permitted to differ from the preliminary site plan analysis in terms of estimated number of parking stalls and footprint area. Ultimately, the private partner will be responsible for developing the design and will have full discretion on the design details (within specified requirements that will be provided by the government and as per building codes). The private partner is encouraged to develop an innovative solution for the parkade that would maximize the net increase in the total number of parking stalls (including both parkade and surface parking), maximize potential revenue generation, and minimize the net Project costs for the government/SHA.

**Anticipated Commercial Deal Structure**

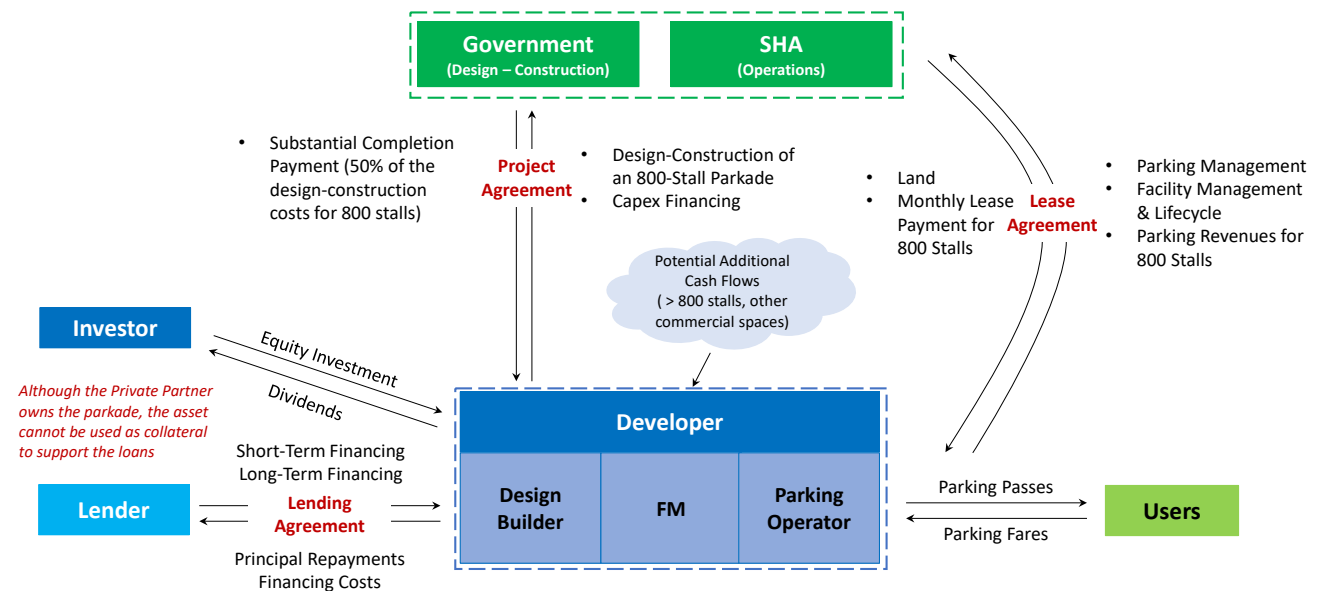
The private partner consortium is expected to enter into a Project agreement for the design, construction, and financing of the parkade, as well as a 30-year lease agreement for the operations and maintenance of the parkade. Under these agreements:

<p><b>The private partner will:</b></p> <ul style="list-style-type: none"> <li>• Design and build the parkade (including any extra parking and commercial spaces) of a size determined by the private partner (minimum 800 stalls and a minimum net increase of 566 stalls taking into consideration the reduction to the surface parking);</li> </ul>	<p><b>The Government and/or SHA will:</b></p> <ul style="list-style-type: none"> <li>• Make a substantial completion payment of approximately 50% of the estimated design-construction costs for the 800 stalls, at the substantial completion of the parkade;</li> <li>• During the 30-year lease, make monthly lease payments for the 800 stalls under a guaranteed lease (the monthly lease</li> </ul>
--	---

<ul style="list-style-type: none"> <li>• Obtain municipal approvals required for the construction of the parkade;</li> <li>• Obtain short-term and long-term financing to fund the design and construction of the parkade;</li> <li>• Own, operate, and maintain the parkade under a 30-year lease, with an option to renew (the land ownership would be retained by the SHA);</li> <li>• Provide parking management services for the parkade over the lease term;</li> <li>• Manage the commercial space (if any) in the parkade over the lease term;</li> <li>• Retain the revenues generated by additional parking and/or commercial spaces (if any) in the parkade beyond the 800 guaranteed lease stalls; and</li> <li>• Maintain the parkade until the end of lease term. It is expected that the facility conditions of the parkade would meet certain standards when it is handed over to the government and/or SHA at the end of the lease term (with option to renew).</li> </ul>	<ul style="list-style-type: none"> <li>• payment amount will be determined through the RFP procurement process);</li> <li>• Receive the parking revenues from the private partner or directly from the parking users (revenue collection approach to be determined) for the 800 leased stalls; and</li> <li>• Maintain the ownership of the land.</li> </ul>
---	--

The parking rates for the parkade will be informed by the private partner’s required monthly lease payments, and will be agreed to at the time of Project award. If public/visitor rates and/or staff rates require adjustment during the term of the Project lease, to the extent the private partner delivers more than 800 stalls, this will be negotiated and agreed to by both parties through a standard change order process.

The following diagram illustrates the anticipated deal structure described above:



A summary of the responsibility allocation is shown in the table below for the commercial deal structure.

Summary of Responsibility Allocation	Government and/or SHA	Private Partner
Functional and performance requirements for the minimum 800 stalls	X	
Functional requirements for the remaining parking and commercial spaces (anything additional to the minimum 800 stalls)	Input	X
Design and construction of the parkade	Input/Approval	X
Short-term and long-term financing for the design and construction		X
Parkade operations, maintenance, and life cycle	Monitor	X
Parking management services	Monitor	X
Parking rate setting for stalls above the 800 minimum	Negotiate	Negotiation
Collection of parking fares – visitor parking		X
Collection of parking fares – staff parking	X (TBD)	
Revenue risk associated with the minimum 800 stalls	X	
Revenue risk associated with additional parking and/or commercial spaces		X
Municipal approvals		X
Utility requirements		X

**Project Timeline**

Based on the market feedback received through this EOI process, GOS intends to complete the decision making on the deal structure and procurement approach for the Project and launch the procurement process in early 2023. Interested companies are highly recommended to start assembling their consortia as soon as possible as an expedited RFQ process is expected.

The parkade is expected to be constructed by December 31, 2024.

**C. SUBMISSION GUIDELINES**

To ensure your application is considered for evaluation it should comprise all of Appendix B, which is to include the following:

- **Applicant Information** - Each Submission should include an Applicant Information form, or a document containing the information requested by the Applicant Information form, completed and signed by an authorized representative of the Applicant.
- **EOI Questions** – Each submission should include responses to the questions provided in Appendix B, Section B.2.

## APPENDIX B – SUBMISSION FORM

### B.1 APPLICANT INFORMATION

Please fill out the following form, naming one person to be the Applicant’s contact for the EOI process and for any clarifications or communication that might be necessary. As noted in the Section 1.1 [Invitation to Applicants], Applicants to this EOI are expected to be a company (e.g., a developer) that will lead the private partner consortium to collectively design, build, finance, operate, and maintain the Project. The names of other consortium members, if identified, are required to be provided in the table for information.	
Full Legal Name of Applicant:	
Any Other Relevant Name Under Which Applicant Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Company Website (if any):	
Applicant Contact Name and Title:	
Applicant Contact Phone:	
Applicant Contact Email:	
Design Firm (if identified)	
Construction Contractor (if identified)	
Parking Operator (if identified)	
Facility Management Provider (if identified)	

The Applicant acknowledges the EOI process will be governed by the terms and conditions of the EOI, 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 bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between GOS and the Applicant.

\_\_\_\_\_  
Signature of Applicant Representative

\_\_\_\_\_  
Title of Applicant Representative

\_\_\_\_\_  
Name of Applicant Representative

\_\_\_\_\_  
Date

## B.2 EOI QUESTIONS

**Questions #1: Based on the information provided in this EOI, would your company be planning to participate in the procurement process?**

Response #1:

**Questions #2: If the response is “yes” to Question #1, what role would you play in the private partner consortium?**

**Would you lead the Project (i.e., play the role of a developer who would put together the consortium, lead the pursuit and Project implementation, and make necessary investment to deliver the Project)?**

Response #2:

**Questions #3: If the response is “no” to Question #1, what are your major concerns regarding the Project? Would there be any changes to the Project that would result in you deciding to participate in the Project?**

Response #3:

**Questions #4: Would an alternative financing approach (e.g., staple financing, etc.) increase your interest in this Project?**

Response #4:

**Questions #5: Any other feedback / suggestions you would like to provide to GOS?**

Response #5: