

This Amendment 004 is issued to:

1. Issue the responses to the following Enquiries:

No.	Enquiry	Response
005	<p>As per the instructions in Sections 3.5.1 and 3.5.2 of the RFQ, the USB copies are to contain "...electronic copies in both Microsoft® Office compatible format and searchable Adobe Acrobat® compatible PDF format..."</p> <p>Would the Procurement Authority please consider changing this requirement in Section 3.5.1 and 3.5.2 to read "...electronic copies in both Microsoft® Office compatible format and/or searchable Adobe Acrobat® compatible PDF format".</p>	<p>Please consult Sections 2.3 and 2.4 of this Amendment 004.</p>
006	<p>Would the Procurement Authority find it acceptable to submit Forms C-1 to C-7 in a different format while still containing the same information?</p> <p>For example, the Respondent would be permitted to create a format that includes imagery, while maintaining the order of the requested information intact and within page limit.</p>	<p>As long as the order of the requested information indicated in the forms and the page limit is respected, Forms C-1 to C-7 can be presented in a different format. Please make sure to present them in a format easily understood by evaluators.</p>
007	<p>As per the instructions in Section 3.5.2 of the RFQ, the Technical and Financial Capability and Experience sections are to be submitted together.</p> <p>As the Financial component requires a "Master" and three (3) bound copies in comparison to the Technical component which requires a "Master and eight (8) copies". Would the Procurement Authority please consider amending the RFQ to separate the Financial component as Package 3?</p>	<p>Canada does not intend to modify the number of packages requested.</p>
008	<p>We suggest it may be more appropriate to include three comparable projects in Section E.1; one each for IT Prime Member (design), Construction Prime Member (provision) and Facility Operations Prime Member (maintenance and support).</p> <p>Can the Authority confirm if this would be a more acceptable approach to Section E?</p>	<p>Please consult our response to Enquiry no. 004 issued with Amendment 003.</p>
009	<p>Appendix A: Description of Design Prime Member specify that it</p>	<p>Form B-3 can be adjusted relative to the number of</p>

	<p>responsible for undertaking 50% of the design work for each of the disciplines listed. So a group doing over 50% of the design work in one of the listed disciplines becomes a Design Prime Member.</p> <p>Form B-3:</p> <p>Form has one line only for Design Prime Member. So, a group doing over 50% of the Design work for all disciplines becomes a Design Prime Member.</p> <p>Please clarify which description is applicable.</p>	<p>Design Prime Member(s) of a Respondent Team.</p> <p>Please consult sections 2.18, 2.19 and 2.22 of this Amendment 004.</p>
010	<p>Package 2/F1 Financial Capacity asks for the financial information for Design Prime Member and IT Prime Member including items such as revenues, ability to provide performance security and guarantees. It is not normal for the Financial Capacity requirements for these two team members to be requested for the following reasons:</p> <ol style="list-style-type: none"> 1. The Design Prime Member's performance and obligations are typically the responsibility of the Construction Prime Member and it is the Construction Prime Member's responsibility to put security packages and guarantees for the performance of the whole design-build contract. For the IT Prime Member, their obligations will be the responsibility of the Construction Prime Member or the Facility Operations Prime Member (depending on the structure of each team). 2. We typically see this type of financial capacity information required for entities that would execute agreements directly with the Project Co and have liability with it. The Design Prime Members execute their agreements with the Construction Prime Member. 3. Design Prime Members and specialty teams in P3 procurement do not provide security packages and guarantees to Project Co and therefore such information is not relevant. <p>Can the Authority please confirm if the Design Prime Member and IT Prime Member financial information is required in the situation where they will not be providing performance security and guarantees?</p>	<p>Prime Members who will not be providing guarantees do not need to provide financial information provided they will be under contract with a Prime Member that is providing that information and from whom Canada will be expecting guarantees.</p> <p>Please consult Section 2.20 of this Amendment 004 for further details</p>
011	<p>Form B-2, paragraph (j) requires that each Team Member confirms that "it and its Affiliates are in compliance with the Integrity Provisions and with the Code of Conduct for</p>	<p>Assessing the Team Members' integrity is an integral part of the</p>

	<p>Procurement” set forth in the RFQ. Such a broad statement may be difficult, if not impossible, to appropriately perform due diligence in the context of Team Members who have complex global operations and tens of thousands of employees working in affiliated companies.</p> <p>Accordingly, we request that the reference to Affiliate be struck from paragraph (j), or alternatively that paragraph (j) be qualified by reference to the knowledge of the officer or director making such confirmation (for example: “the Team Member declares that it and, to the Team Member’s knowledge after due diligence, its Affiliates are in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Appendix E, Sections 12 and 13”).</p> <p>A similar comment applies to Form B-1, paragraph (f).</p> <p>Also as a drafting matter, we note that both “Affiliate” and “affiliate” are used throughout the RFQ, however the term “Affiliate” is not defined. Please provide a definition of “Affiliate”.</p>	<p>procurement process. Please consult Sections 2.9 to 2.13 of this Amendment 004.</p>
012	<p>We understand that Canada wishes to secure commitments from each of the Qualified Respondents by requiring them to execute a Submission Agreement, which addresses compliance with the RFP in general and certain obligations with respect to Confidential Information. However, we have concerns that Sections 3.1 and 3.3 of the Submission Agreement go beyond what is typically required of such arrangements on other projects and may contradict what is provided for in the RFQ (and potentially, the RFP).</p> <p>Section 3.1 of the Submission Agreement contains a covenant of the Proponent to “prepare and submit to Canada a bona fide Proposal in response to the RFP”. While it is the intent to work with the Procuring Authority and CBSA to submit a Proposal in response to the RFP, at such an early stage in the process, Proponents cannot be in a position to sign up to such a covenant without having conducted appropriate due diligence with respect to the Project.</p> <p>We suggest that Section 3.1 of the Submission Agreement is amended as follows: “The Proponent will intends to prepare and submit to Canada, a bona fide Proposal in response to this RFP,[...]”</p> <p>Such an amendment reflects the reality of the RFP process at the time when the Submission Agreement is entered into.</p> <p>As it is currently drafted, Section 3.3 cuts through the potential for a Proposal Design Fee to be payable by Canada after Financial Close, as contemplated in Section 2.1 of the RFQ. We request the following drafting change</p>	<p>Please consult Sections 2.7 and 2.8 of this Amendment 004.</p>

	<p>to avoid a contradiction with what is currently set out in the RFQ and what we would expect to see as regards design fee arrangements in the RFP:</p> <p>Other than any Proposal Design Fee that may be payable by Canada pursuant to the terms of the RFP, the Proponent will be solely responsible for all costs it incurs in the preparation of a Proposal, including all costs of providing information requested by Canada, preparing for and attending meetings including any Commercially Confidential Meetings and conducting due diligence.</p>	
013	<p>As per Addendum 003, the IT Prime Member definition has been revised to include undertaking 30% of work in any of the design, provision, or maintenance and support of the information technology (IT) for the Project based on estimated information technology costs of each respective phase (i.e. design, provision, maintenance and support).</p> <p>Submission Requirements E.1.2 are evaluated based on the degree to which each of the submitted projects demonstrates the Respondent's capability. However, Items (2) and (3) are more relevant to provision and maintenance than to design.</p> <p>Can the Authority please consider revising the evaluation methodology to be based on the collective experience of the submitted projects?</p>	Please consult Section 2.17 of this Amendment 004.
014	<p>In relation to Amendment 003, Enquiries 003 and 004, the modifications to the definition of IT Prime Member, and the modifications to the Appendix C Table E, we request that the submission requirements for section E.1 Experience be increased from "three (3) comparable project examples" to "up to six (6) comparable project examples".</p> <p>As IT Prime Member now includes entities responsible for or undertaking over 30% of the work in any of the design, provision, or maintenance support for IT for the Project, Proponents could have multiple IT Prime Members to deliver these distinct scope elements as they are often assigned to different parties. We believe this suggested change allows Proponents to provide a more fulsome response to Package 2, Table E given the changes of Addendum 003.</p>	Please consult Sections 2.15 and 2.16 of this Amendment 004.
Questions asked during the Site Visit		
	<p>What is Canada's opinion on a modular approach to construction?</p>	The construction means and methods are up to the Respondent as long as the quality and design requirements are met.

	Will there be additional site visits?	There will not be any additional site visits for the Request for Qualifications.
	Will Canada acquire additional land for the Project?	Canada does not anticipate acquiring any land for the Project.
	Can a definition of International waste be provided?	<p>International waste comprises several components, with that component of relevance to the Land Border Crossing Project being Forfeited materials and is defined as:</p> <p>Forfeited materials means animal or plant products and by-products which do not meet Canadian Food Inspection Agency import requirements and which therefore are forfeited or voluntarily surrendered by international travellers at the first point of entry.</p>
	Will there be maintenance in secure areas?	Maintenance in the secured areas will be a requirement of the project.
	Are you looking for a "turnkey solution" with respect to telecoms?	Yes, it is anticipated that the Private Partner will be responsible to provide a fully developed telecommunication solution.
	Will the final configuration of the site be at the discretion of the Private Partner?	Provided the output requirements are met, the final configuration of the site will be at the discretion of the Private Partner.

2. This Amendment 004 is issued to modify the Request for Qualifications document identified as "ABES.PROD.PW__NB.B002.E73122.EBSU000.PDF" for file number 47419-187064/A issued July 14, 2017 as follows:

2.1. Replace in the fifth paragraph of Section 2.1.2 with the following:

Canada anticipates paying a proposal design fee of \$ 750,000.00 after Financial Close to each Proponent that has submitted a compliant Proposal but has not been identified as the Preferred Proponent. The terms associated with payment of the proposal design fee will be set out in the RFP.

2.2. Replace Section 3.4 with the following:

3.4 Response Form and Content

Responses to this RFQ should be in the format described in Section 3.5 – General Response Requirements and include the content described in Appendix C – Rated Evaluation Criteria and Submission Requirements. The content of the Response should be comprehensive to enable Canada to evaluate the Response using the evaluation criteria outlined in Appendix C.

Each Response must:

- a) Be received at the Delivery Address before the Submission Deadline; and
- b) Contain all Forms and Certifications contained in Appendix B (B-1 to B-6). If any of the required forms (B-1 to B-6) are submitted to the Procurement Authority but not duly completed, the Procurement Authority has the right (but not the obligation) to request that the Respondent duly complete and submit them to the Procurement Authority within a timeframe specified by the Procurement Authority. Should the Respondent fail to complete and submit any of the said forms within the specified timeframe, the Response will be considered non-compliant.

2.3. Replace Section 3.5.1 with the following:

3.5.1 Package 1: “**Forms and Certifications**”, which should include one (1) bound, signed master, marked as “Master”, and two (2) hard copies of the following:

- a) Master RFQ Submission Form (Appendix B-1);
- b) Team Member Consent Declaration Form (Appendix B-2);
- c) Respondent Team Members Form (Appendix B-3);
- d) Corporate Profile (Appendix B-4);
- e) Directors of the Respondent Team Form (Appendix B-5); and
- f) Respondent Key Individuals Form (Appendix B-6).

together with two (2) separate USB data storage keys each containing electronic copies in searchable Adobe Acrobat® compatible PDF format, and optionally in Microsoft® Office compatible format, of all of the information provided pursuant to this sub-paragraph in a package marked “**Forms and Certifications**”;

2.4. Replace Section 3.5.2 with the following:

3.5.2 Package 2: “**Technical and Financial Capability and Experience**”, which should include one (1) bound, signed master, marked as “Master” and eight (8) hard copies of the following:

- a) “Respondent Team Structure and Project Development Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section A.1 to A.3;
- b) “Design Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section B.1 to B.3;

- c) "Construction Capability and Experience", which should include all the information required by Appendix C – Table 1 Section C.1 to C.3;
- d) "Facility Operations Capability and Experience", which should include all the information required by Appendix C – Table 1 Section D.1 to D.3;
- e) "Information Technology (IT) and Specialized Equipment Completion and Experience", which should include all the information required by Appendix C – Table 1 Section E.1 to E.3; and

one (1) bound, signed master, marked as "Master" and three (3) hard copies of the following:

- f) "Financial Capability and Financing Experience", which should include all the information required by Appendix C – Table 1 Section F.1 to F.3;

together with two (2) separate USB data storage keys each containing electronic copies in searchable Adobe Acrobat® compatible PDF format, and optionally in Microsoft® Office compatible format, of all of the information provided pursuant to this sub-paragraph in a package marked "Technical and Financial Capability and Experience"; and

If there is a discrepancy between the wordings of any copies, the wording of the indicated "Master" copy will prevail.

2.5. Remove the following information from the "Instructions" section of Form B-4 Corporate Profile of Appendix B – Package 1: Forms and Certifications :

- c. The maximum page limitation for the corporate profile is fifteen (15) pages, excluding the organizational charts. Letters of support from parent companies and detailed descriptions of legal relationships are excluded from the fifteen (15) page limit.

2.6. Replace Section 4.3 b) with the following:

- b) Obtains the required minimum scores where applicable in Appendix C – Rated Evaluation Criteria. However, in the event that fewer than three Respondents are able to meet any or all of the requirements set out in this Section 4.3, Canada may waive the minimum score requirement.

2.7. Replace Section 3.1 – Preparation of Proposal of Appendix G – Submission Agreement for RFP with the following:

3.1 Preparation of Proposal

The Proponent intends to prepare and submit to Canada, a bona fide Proposal in response to this RFP, and as a condition of participating in the RFP, including any Commercially Confidential Meetings and obtaining access to the Data Room, the Qualified Respondent will comply with the terms of this Submission Agreement and the terms of the RFP.

2.8. Replace Section 3.3 – Cost of Preparing the Proposal of Appendix G – Submission Agreement for RFP with the following:

3.3 Cost of Preparing the Proposal

The Proponent will be solely responsible for all costs it incurs in the preparation of a Proposal, including all costs of providing information requested by Canada, preparing for and attending meetings including any Commercially Confidential

Meetings and conducting due diligence. Notwithstanding the aforementioned, Canada may, in accordance with the terms of the RFP, pay a Proposal Design Fee to the Proponent.

2.9. Replace Section j) of Form B-2 – Team Member Consent Declaration Form with the following:

j) the Team Member declares that it is in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Appendix E, Sections 12 and 13.

2.10. Replace Section f) of Form B-1 – Master RFQ Submission Form with the following:

f) the Respondent is in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Appendix E, Section 12 and 13.

2.11. Add the following definitions to Appendix A – Definitions and Interpretation:

Affiliate has the meaning set out in the Ineligibility and Suspension Policy.

Bidder means, within the context of Section 12 of Appendix E – RFQ Standard Instructions, the Respondent Team.

2.12. Replace Section 12 – Integrity Provisions of Appendix E- RFQ Standard Instructions with the following:

12. Integrity Provisions

12.1 The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the RFQ is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of this RFQ. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).

12.2 Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

12.3 In addition to all other information required in the RFQ, the Bidder must provide the following:

- a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
- b. with its Response, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

12.4 Subject to subsection 12.5, by submitting a Response in response to this RFQ, the Bidder certifies that:

- a. it has read and understands the [Ineligibility and Suspension Policy](#);
- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its Response a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

12.5 Where a Bidder is unable to provide any of the certifications required by subsection 12.4, it must submit with its Response a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

12.6 Canada will declare non-responsive any Response in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2.13. Replace Section 13 – Code of Conduct for Procurement of Appendix E- RFQ Standard Instructions with the following:

13. Code of Conduct for Procurement

13.1. The [Code of Conduct for Procurement](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a response, the Respondent and each Team Member is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

2.14. Replace Section 15.7 of Appendix E – RFQ Standard Instructions with the following:

15.7 Upon the Canada Contact Person's receipt of a Respondent's properly completed request for consent, Canada shall, in its sole discretion, make a determination as to whether it considers there to be a real, perceived or potential conflict of interest and whether the impact of such real, perceived or potential conflict of interest can be appropriately managed, mitigated or minimized. The Respondent shall be notified of Canada's decision by means of a consent letter setting out the nature of the consent, if any, and the management, mitigation or minimization measures required as a condition of consent (if applicable). If the Ineligible Party's Affiliate is considered to have a conflict of interest the impact of which cannot be properly

managed, mitigated or minimized, the Ineligible Party's Affiliate shall be added, by Canada, to the Ineligible Parties list by Addendum.

2.15. Replace the second line of Table E – Information Technology (IT) and Specialized Equipment Capability and Experience of Appendix C with the following:

E.1 Experience	Max Pages: 15
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2.16. Replace the third line of Table E – Information Technology (IT) and Specialized Equipment Capability and Experience of Appendix C with the following:

Using Form C-5 provided in Attachment 1 of Appendix C of this RFQ, submit at least three (3) comparable project examples demonstrating the Information Technology (IT) Prime Member(s)'s experience in design, provision, and maintenance and support, and where the IT systems commenced being in operation within the past five (5) years from the closing date of this RFQ.

2.17. Remove the following text from the seventh line of Table E – Information Technology (IT) and Specialized Equipment Capability and Experience of Appendix C

The Response will be evaluated based on the degree to which each of the projects demonstrates the Respondent's capability to:

And replace with the following

The Response will be evaluated based on the degree to which the referenced projects collectively demonstrates the Respondent's capability to:

2.18. Replace the third and fourth bullets of the definition of "Prime Member" of Appendix A – Definitions and Interpretation with the following:

- will or is expected to play a lead design role by being responsible for leading the team and its coordination and undertaking over 35% of the overall project design work for a) architectural and if different from (a), b) 35% of the overall engineering elements of the Project (**Design Prime Member**);
- will or is expected to be responsible for or undertake over 30% of the facilities operations services (facilities management and lifecycle), not including information technology, for the Project based on total estimated facilities operations costs, not including information technology costs, of the Project (**Facilities Operations Prime Member**); (the exclusivity to one Respondent does to apply to this Prime Member) or

2.19. Remove the following lines from Form B-3 – Respondent Team Members Form of Appendix B:

Design Prime Member		
Name	Address (Registered head office and place of business)	% of design work

- And replace with the following:

Design Prime Member(s)		
Name	Address (Registered head office and place of business)	% of design work

2.20. Replace Table F – Financial Capacity and Financing Experience of Appendix C. with the following: (see next page)

F. Financial Capability and Financing Experience	
F.1 Financial Capacity	Max Pages: Unlimited
<p>This criterion will assess, on a Pass/Fail basis, the financial capacity of the Prime Members individually and collectively to undertake their respective roles in the Project as described below:</p> <ul style="list-style-type: none"> a. Equity Member(s)'s capacity to fund the Project; b. Design Prime Member(s)'s, Construction Prime Member(s)'s, Facility Operations Prime Member(s)'s, IT Prime Member(s)'s and Financing Prime Member(s)'s capacity to undertake its Project obligations; and c. Guarantor(s), if applicable. 	
Submission Requirements	
<p>To address the above, Respondents must briefly describe in the context of each Prime Member's proposed roles and project obligations:</p> <ol style="list-style-type: none"> 1. For all anticipated Equity Members: <ul style="list-style-type: none"> a. The specific sources of equity capital for each equity capital funder (i.e. net assets, liquid assets, letters of commitment, cash) and its current financial position; b. Details as to how the providers of equity capital plan to ensure adequate funding by Financial Close (including anticipated third party support or guarantees); 2. The Design Prime Member(s)'s and the Construction Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss revenues relative to Project scope, financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties); 3. The Facility Operations Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties); and 4. The IT Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties). <p>This information should be substantiated, for each of anticipated Prime Member (who will not be performing the work as a subcontractor to another anticipated Prime Member) and the Equity Member Guarantor(s) (if applicable):</p>	

1. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided);
2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;
3. For entities where financial statements are provided for a parent company, provide evidence (e.g. a signed letter from the parent company) of the parent company's willingness to provide a guarantee in respect of the Prime Member;
4. In a letter signed by a CFO/CEO or other similar positioned individual in the Prime Member as well as the parent company, if applicable, please state:
 - a) Details of any material off-balance sheet financing arrangements currently in place;
 - b) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;
 - c) Details of any credit rating, including any downgrades of credit rating in last five years;
 - d) Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and
 - e) Additional financial information, if any, that in the Respondent's view will demonstrate that the Prime Member(s) and Equity Members have sufficient financial standing, capacity and resources to carry out their respective roles on the Project.

The following Submission Requirement should also be provided for each Construction Prime Member:

1. Its bonding capacity and a letter of reference from a bonding company.

Evaluation Criteria

The Response must demonstrate, in accordance with best industry standards:

1. Equity Members, parent company or other guarantor's Availability of Funds required to make an equity investment in the Project, which for the purpose of the RFQ evaluation, is assumed to be \$30 million CAD.
2. Prime Members, parent company or other guarantor's, financial capacity to carry out the design, construction, financing, operation and maintenance of the Project, based on an analysis of the Financial Package including parameters such as: annual sales; total net assets; gross margin; and/or debt service coverage ratio, credit rating, ability to provide performance security, ratio analysis (e.g. leverage, liquidity and profitability), sources of financing and sufficiency of working capital to address unexpected events as well as support from any other parties.

Should the Respondent have more than one Equity Member and Prime Member for each discipline, the evaluation will be based on each Equity Member's and Prime Member's proportional participation in each discipline. The amount indicated in (a) above is for informational purposes only and the Procurement Authority reserves the right to alter this amount without reassessing the parties qualified hereunder.

F.2 Financing Prime Team Experience

This criterion will assess, on a Pass/Fail basis, the experience of the Financing Prime Member(s) in financing capabilities, approaches and experience relevant to the nature, size (dollar value) and scope of this Project.	
Submission Requirements	Max Pages: 5 per project
Using Form C-6 provided in Attachment 1 of Appendix C of this RFQ, submit three (3) project examples that utilized limited-recourse or non-recourse project financing and are of relevance to the Project's requirements demonstrating the Financing Prime Member(s)'s successful implementation of past project financings.	
Evaluation Criteria	
The Response will be evaluated on the degree to which the Respondent demonstrates experience comparable to the requirements of the Project. In particular, referenced projects must have:	
<ol style="list-style-type: none"> 1. Been delivered under an alternative delivery model (such as DBF, DBFM or DBFOM); 2. A minimum of \$350 million capital costs (preferably with capital structure with a gearing ratio greater than 70%); 3. A regime of performance indicators linked to the payment mechanism; 4. Utilized substantial completion payment; 5. Financing terms (debt tenor) of 20 years or longer; and 6. Secured financing and achieved financial close within the last 5 years. 	
F.3 Key Individuals	Max Pages: 3 per Key Individual
This criterion will assess, on a Pass/Fail basis, the experience of up to two (2) Key Individuals from the Financing Prime Member(s) in financing similar projects.	
Submission Requirements	
Using Form C-7 provided in Attachment 1 of Appendix C of this RFQ, submit resumes for a maximum of two (2) Key Individuals from the Financing Prime Member(s).	
Evaluation Criteria	
The Response will be evaluated on the degree to which the Key Individuals demonstrate implementation of past comparable project financings. In particular, experience must include projects that have:	

1. Been delivered under an alternative delivery model (such as DBF, DBFM or DBFOM);
2. Been located in Canada or in a similar financial market environment;
3. A minimum of \$350 million capital costs with a gearing ratio greater than 70%;
4. A regime of performance indicators linked to the payment mechanism;
5. Utilized substantial completion payments;
6. Financing terms (debt tenor) of 20 years or longer; and
7. Secured financing and achieved financial close within the last 5 years.

2.21. Replace the fourth line of Table A.- Respondent Team Structure and Project Development Capability and Experience of Appendix C with the following:

1. Provide an organizational chart illustrating the relationship between each of the Prime Members and Key Individuals for the Project.
2. Describe the roles and responsibilities of each Team Member and Key Individual in the Project.
3. Describe the plan and approach for governing and managing the Respondent Team, having specific regard to:
 - a) Decision-making authority for the Respondent and, if this authority will be shared between two (2) or more individuals;
 - b) The Respondent's approach to ensuring suitable and effective integration of the functions of the Project Lead Prime Member, Design Prime Member(s), Construction Prime Member(s), Facility Operations Prime Member(s) and IT Prime Member(s) and description of the risk allocation across the team and the interface between these Team Members; and
 - c) The essential elements and approach of the Respondent to developing a successful long-term partnership with Canada.

2.22. Replace Table B. - Design Capability and Experience of Appendix C with the following:

B. Design Capability and Experience	Total Weighting for Section B = 25%
B.1 Experience	Max Pages: 5 per project
Submission Requirements	
<ol style="list-style-type: none"> 1. Using Form C-2 provided in Attachment 1 of Appendix C of this RFQ, submit three (3) comparable building design project examples demonstrating 	

<p>the Design Prime Member(s)'s experience where the Prime Member(s) was (were) the primary design service provider, and where the design work was completed within the past ten (10) years from the closing date of this RFQ.</p> <p>2. The design of the project examples must be completed and, at a minimum, the facilities must be in construction.</p>			
<p>Evaluation Criteria</p>			
<p>B.1.1 Comparability</p>	<p>Weighting: 5%</p>	<p>B.1.2 Capability</p>	<p>Weighting: 5%</p>
<p>Referenced projects will be evaluated based on the degree to which they are collectively comparable to the Project parameters below, including the degree to which the projects have been delivered recently:</p> <ol style="list-style-type: none"> 1. Design of border facilities; 2. Design of secure facilities; 3. Design of facilities with consideration for future flexibility; 4. Simultaneous design of a project with similar operational requirements at different locations with varying site conditions; 5. Development and/or integration of architectural corporate branding into design; and 6. Design of replacement facilities while maintaining full operations during construction. 		<p>The Response will be evaluated based on the degree to which the each of the projects demonstrates the Respondent's capability to:</p> <ol style="list-style-type: none"> 1. Provide value-added, innovative solutions to design and technical challenges with special attention to site planning; 2. Successfully integrate construction requirements and long-term operations, maintenance and lifecycle rehabilitation requirements into the design; 3. Produce sustainable designs for energy efficiency of facilities; 4. Develop efficient designs for longevity; and 5. Produce designs with constructability, based on the ease and efficiency of construction of the project and the level of construction completion. 	
<p>B.2 Approach</p>		<p>Max Pages: 5</p>	<p>Weighting: 10%</p>
<p>Submission Requirements</p>			
<p>Describe the Design Prime Member(s)'s approach for the design of the Project, highlighting subject matter expertise and relevant knowledge gained from the experience presented in B.1, for developing solutions in line with the evaluation criteria below.</p>			
<p>Evaluation Criteria</p>			

The Response should demonstrate that the approach:

1. Is clearly and comprehensively presented and relates and responds to the challenges and opportunities of the Project;
2. Addresses efficient and innovative design, including provisions for future flexibility, and supported with lessons learned from reference projects presented in B.1;
3. Identifies risks and proposes mitigation measures related to those risks;
4. Offers quality service and cost effective long-term solutions that integrate construction, operation and maintenance requirements at the design phase;
5. Responds to the number, size, locations and use of the POEs;
6. Develops and integrates architectural corporate branding into the design while accounting for regional flair;
7. Effectively manages the design development process including consultations with Canada, and other stakeholders; and
8. Effectively manage the approvals process and the construction administration in the 31 sites across Canada.

B.3 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 5%
Submission Requirements		
<p>Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for each of the following Key Individuals from the Design Prime Member(s) describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.</p> <ol style="list-style-type: none"> a) Principal/Lead Design Architect b) Senior Project Architect c) Lead Civil Engineer d) Lead Mechanical Engineer e) Lead Electrical Engineer f) Lead Structural Engineer 		
Evaluation Criteria		

The experience presented in support of this criterion should demonstrate the Key Individuals' capability to:

1. Work in comparable project roles as proposed in section A.1 for the Key Individuals;
2. Work at a comparable level of responsibility as proposed in section A.1 for the Key Individuals;
3. Lead, manage, design and support quality outputs; and
4. Deliver under an alternative delivery model (such as DBFOM, DBFM or DBOM).

2.23. Replace Scale D-3: Financial Evaluation Criteria of Appendix C with the following:

Scale D-3: Financial Evaluation Criteria	
RATING	DESCRIPTION
	F.1
PASS	The response meets at least most of the criteria with no more than few weaknesses that are offset by strengths or that have an insignificant impact on capacity.
FAIL	The response does not meet all of the criteria due to an at least moderate level of weaknesses, which are not offset by strengths, and impact capacity.
	F.2
PASS	The referenced projects meet all aspects required by the criterion.
FAIL	The referenced projects fail to meet all aspects required by the criterion
	F.3
PASS	The referenced projects meet all aspects required by the criterion and Key Individuals' capability demonstrates no more than a few weaknesses that are offset by strengths or that have an insignificant impact on capability.

FAIL

The referenced projects fail to meet all aspects required by the criterion and/or Key Individuals' capability demonstrates at least a moderate level of weaknesses, which are not offset by strengths, and impact capability.

END OF AMENDMENT