



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC/Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

P3 Procurement Directorate/Direction des
approvisionnements en P3

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Gatineau QC

Gatineau

Quebec

K1A 0S5

Title - Sujet Request for Qualification - ESAP	
Solicitation No. - N° de l'invitation EP635-173247/B	Date 2017-08-30
Client Reference No. - N° de référence du client 20173247	GETS Ref. No. - N° de réf. de SEAG PW-\$\$NB-011-73350
File No. - N° de dossier nb011.EP635-173247	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Malik, Manu	Buyer Id - Id de l'acheteur nb011
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Energy Services Acquisition Program Phase III, Place du Portage 2720 RIVERSIDE DR, OTTAWA Ontario K1A0M2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Canada



Serving
GOVERNMENT,
Serving
CANADIANS.

Au service du
GOUVERNEMENT,
au service des
CANADIENS.

REQUEST FOR QUALIFICATIONS FOR THE ENERGY SERVICES ACQUISITION PROGRAM (ESAP) ENERGY SERVICE MODERNIZATION (ESM)

RFQ #: EP635-173247/B



www.pspc-spac.gc.ca

ISSUED: AUGUST 31, 2017

RFQ Response

Submission Deadline:

[November 1, 2017 14:00 EDT]

Delivery Address:

Bid Receiving - PWGSC
11 Laurier St., Phase III, Place du Portage
Core 0B2
Gatineau, Québec
K1A 0S5
Canada

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is:</p> <p>"Request for Qualifications for the Energy Services Acquisition Program (ESAP), Energy Service Modernization (ESM)".</p> <p>Respondents should use this title on all correspondence.</p>
PROCUREMENT AUTHORITY	The procurement authority for this RFQ is Public Works and Government Services Canada (the "Procurement Authority").
CANADA CONTACT PERSON	<p>Manu Malik</p> <p>TSPGC.PASE-ESAP.PWGSC@tpsgc-pwgsc.gc.ca</p>
RESPONSE SUBMISSION DEADLINE	November 1, 2017 14:00 EDT
DELIVERY ADDRESS	<p>The Delivery Address is:</p> <p>Bid Receiving - PWGSC 11 Laurier St., Phase III, Place du Portage Core 0B2 Gatineau, Québec K1A 0S5 Canada</p>
ENQUIRIES	Enquiries regarding this RFQ should be submitted to the Procurement Authority no later than October 16 th , 2017, 16:00 EDT.
INFORMATION SESSION	<p>A non-mandatory information session will be held on September 21st, 2017 from 9:00 to 13:00 EDT. The information session will be held at:</p> <p>John G. Diefenbaker Building, 111 Sussex Dr., Ottawa ON K1N 9J7</p> <p>Interested parties can also participate via videoconference. When registering, interested parties should confirm whether they would prefer the information session in French or in English and if they will attend in person or participate via videoconference.</p> <p>For more information please refer to clause 2.6.1.</p>
INELIGIBLE PARTIES	See Appendix E, Section 15.4.
FAIRNESS MONITOR	Knowles Consultancy Services Inc.

TABLE OF CONTENTS

1. PROJECT OVERVIEW	5
1.1. Purpose of RFQ	5
1.2. Content of RFQ	5
1.3. Eligibility to Participate in RFQ	5
1.4. Project Information	5
1.5. Key Commercial Terms	13
1.6. Key Entities	15
1.7. Available Project Studies	15
2. PUBLIC PRIVATE PARTNERSHIP PROCUREMENT PROCESS	16
2.1. Two-Stage Process	16
2.2. Stage One: Request for Qualifications (RFQ)	16
2.3. Stage Two: Request for Proposals (RFP)	16
2.4. Anticipated Procurement Schedule	17
2.5. Enquiries during the RFQ Process	18
2.6. Information Session	19
2.7. Security	19
3. RESPONSE PREPARATION INSTRUCTIONS	20
3.1. Delivery of Responses	20
3.2. Amendments to Responses	20
3.3. Withdrawal of Responses	20
3.4. Response Form and Content	20
3.5. General Response Requirements	20
3.6. Format Instructions	21
3.7. Request for Advance Rulings	22
3.8. Additional Information	23
4. EVALUATION	24
4.1. Conduct of Evaluation	24
4.2. Evaluation Process	25
4.3. Qualified Respondent	25
4.4. Invitation to Execute Submission Agreement	25
4.5. Notification and Debrief	26
<i>APPENDIX A – DEFINITIONS AND INTERPRETATION</i>	<i>27</i>
<i>APPENDIX B – FORMS AND CERTIFICATIONS</i>	<i>31</i>
<i>APPENDIX C – RATED EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS</i>	<i>40</i>
<i>APPENDIX D – APPLICABLE SCALES FOR RATED EVALUATION CRITERIA</i>	<i>67</i>
<i>APPENDIX E – RFQ STANDARD INSTRUCTIONS</i>	<i>72</i>
<i>APPENDIX F – ENQUIRY FORM</i>	<i>83</i>
<i>APPENDIX G – SUBMISSION AGREEMENT FOR RFP</i>	<i>84</i>
<i>APPENDIX H – RFQ SECURITY GUIDE</i>	<i>90</i>
<i>APPENDIX I – ADMINISTRATIVE CHECKLIST</i>	<i>96</i>
<i>ATTACHMENT 1 – SERVICE AREA MAPS</i>	<i>97</i>
<i>ATTACHMENT 2 – SYSTEM DETAILS</i>	<i>98</i>
<i>ATTACHMENT 3 – ENERGY SYSTEM GROWTH</i>	<i>100</i>

1. PROJECT OVERVIEW

1.1. Purpose of RFQ

This Request for Qualifications (RFQ) is issued by Canada in respect of the Project generally described in Section 1.4 below. The purpose of this RFQ is to invite interested parties to submit a Response indicating their interest in, and qualifications for, the Project. Based on these Responses, Canada intends to select, in accordance with the terms of this RFQ, a shortlist of up to three (3) Proponents to participate in the next stage of the procurement process, namely the Request for Proposals (RFP) stage.

1.2. Content of RFQ

This RFQ consists of the following documents:

- > The body of this document;
- > Appendix A – Definitions and Interpretation;
- > Appendix B – Forms and Certifications;
- > Appendix C – Rated Evaluation Criteria and Submission Requirements;
- > Appendix D – Applicable Scales for Rated Evaluation Criteria;
- > Appendix E – RFQ Standard Instructions;
- > Appendix F – Enquiry Form;
- > Appendix G – Submission Agreement;
- > Appendix H – Security Guide;
- > Appendix I – Administrative Checklist;
- > Attachment 1 – Service Area Maps;
- > Attachment 2 – System Details; and
- > Attachment 3 – Energy System Growth.

1.3. Eligibility to Participate in RFQ

Any interested party or parties may submit a Response. Respondents may be individuals, corporations, consortia, partnerships or any other legal entities, subject to the provisions of Appendix E, Section 15 of this RFQ.

1.4. Project Information

1.4.1. Background

The delivery of heating and cooling energy services is an essential service to support safe, healthy and productive office accommodation work environments.

As the federal authority for real property, Public Works and Government Services Canada (PWGSC) is responsible for the delivery of essential heating services to over 80 federal buildings in the National Capital Region (NCR) (total floor space of 1.83M m² which houses more than 50,000 public servants) and cooling services to 67 of these buildings (total floor space

of 1.73M m²), including mission-critical sites within the Parliamentary Precinct¹. As such, PWGSC operates five (5) CHCPs and four (4) distribution networks, which form four (4) Service Areas and are collectively referred to as the Existing Infrastructure. The five (5) CHCPs were designed and built in dates ranging from 1916 to 1971.

The Existing Infrastructure generates heat using natural gas and fuel oil and distributes the heat using steam (three (3) systems) and High Temperature Hot Water (HTHW) (one (1) system) to individual buildings. For cooling, water is chilled by a combination of steam-driven and electric chillers and distributed to individual buildings.

The Energy Services Acquisition Program (ESAP) was established in 2009 to explore potential new business models for the provision of energy services in the NCR. The Project, a component of ESAP, involves the modernization of the heating and cooling energy service capability currently being met by the Existing Infrastructure.

Budget 2016 reaffirmed Canada's commitment to modernizing the delivery of heating and cooling services by implementing more efficient technologies, which will reduce both long-term costs for Canada and greenhouse gas (GHG) emissions. In addition, the new technology will enable Canada to explore the feasibility of using alternative "low or no carbon" sources of energy, the adoption of which could further reduce GHG emissions.

Canada is seeking strong competition from domestic and international companies, in order to select the Private Partner who is best able to deliver a technologically superior and efficient solution on time and in a manner that ensures the best value for Canadians. Canada will take all steps necessary to ensure that the procurement process for the Project is open, fair and transparent.

1.4.2. Project Objectives

The Project is expected to result in an energy service modernization solution that will redefine and improve the delivery of heating and cooling services in the NCR and achieve the following objectives:

Improve the Government of Canada's Environmental Performance

- > Reduce the level of GHG emissions;
- > Phase-out of the use of ozone depleting substance refrigerants, in line with the Government of Canada's commitment to the [Montréal Protocol](#);
- > Support the Pan-Canadian Framework on Clean Growth and Climate Change;
- > Use innovative technology, including LTHW distribution and delivery technology, to increase efficiency and lower environmental impacts; and
- > Expand the District Energy Infrastructure in order to deliver heating and cooling to additional government buildings thereby reaching environmental benefits as well as

¹ Brookfield Global Integrated Solutions (BGIS) currently operates the existing CHCPs for Tunney's Pasture and National Printing Bureau and will be responsible for maintaining operations until the end of the Transition Phase.

stimulate expansion, leading the way for privately-owned buildings to also experience environmental benefits bringing further GHG emissions reductions.

Reduce the Costs of Heating and Cooling Operations for the Government of Canada

- > Be significantly less expensive to operate and achieve industry standards for operating costs and efficiencies;
- > Offer substantial gains in thermal efficiencies, both in the production and distribution of building heating and cooling; and
- > Be scalable to adapt to changes, including potential expansion and integration of new technologies to achieve overall benefits of economies of scale.

Increase Safety and Reliability of Heating and Cooling Operations

- > Eliminate steam and reduce system operating temperatures below 100°C to minimize operational hazards associated with the provision of heating;
- > Improve health and safety for both CHCP operators and the public by reducing concerns and consequences of failure, and minimizing legislative and regulatory liabilities;
- > Lower the risk of operation failures and subsequent interruptions in service; and
- > Increase the system's redundancy.

Leverage the Private Sector's Innovation, Capacity and Expertise

- > Maximize efficiency, cost-effectiveness, safety and security of the energy service modernization solution and future energy systems to levels consistent with DES best practices;
- > Ensure optimal District Energy Infrastructure maintenance over the long-term; and
- > Provide accelerated delivery of services and facilitate PWGSC transition from a service delivery role to a service management role.

Growth of District Energy Infrastructure throughout the NCR

- > Contribute to making the NCR a showcase of innovative energy solutions within a community energy system;
- > Design for potential future expansion to other building owners so that the community can benefit from economies of scale for greater technical, environmental, and economic outcomes; and
- > Implement iterative solutions that foster improvements in technology deployment, environmental performance, and overall efficiency as the system grows.

Integrate an Education Platform as part of System Transformation and Operation

- > Establish a physical location for sharing of information with the general public and the local educational systems;
- > Create a platform within this location for greater learning about energy efficiency and sustainability; and
- > Create an educational program to support the location that is flexible and can be adapted to the technical aptitude of audiences, as well as making good use of available tools, including web, print, video, and social media.

Design the Cliff Plant to be an Architectural Landmark

- > Ensure the Cliff CHCP is architecturally pleasing, integrated with the local landscape and the Parliamentary and Judicial Precincts and an attraction for the local community; and
- > Build these facilities as a community asset that inspires community pride and that attracts interest in the energy system.

1.4.3. Service Areas

The existing General Service Area comprises four (4) Service Areas in the NCR and includes five (5) CHCPs and their distribution networks. The five (5) CHCPs are 1) Cliff, 2) National Research Council (NRC), 3) Confederation Heights, 4) Tunney's Pasture, and 5) National Printing Bureau (NPB). Steam, HTHW and chilled water are distributed through a network of multiple pipe systems located in tunnels and direct buried. The NRC CHCP steam, condensate and chilled water distribution networks are interconnected with the Cliff plant distribution networks.

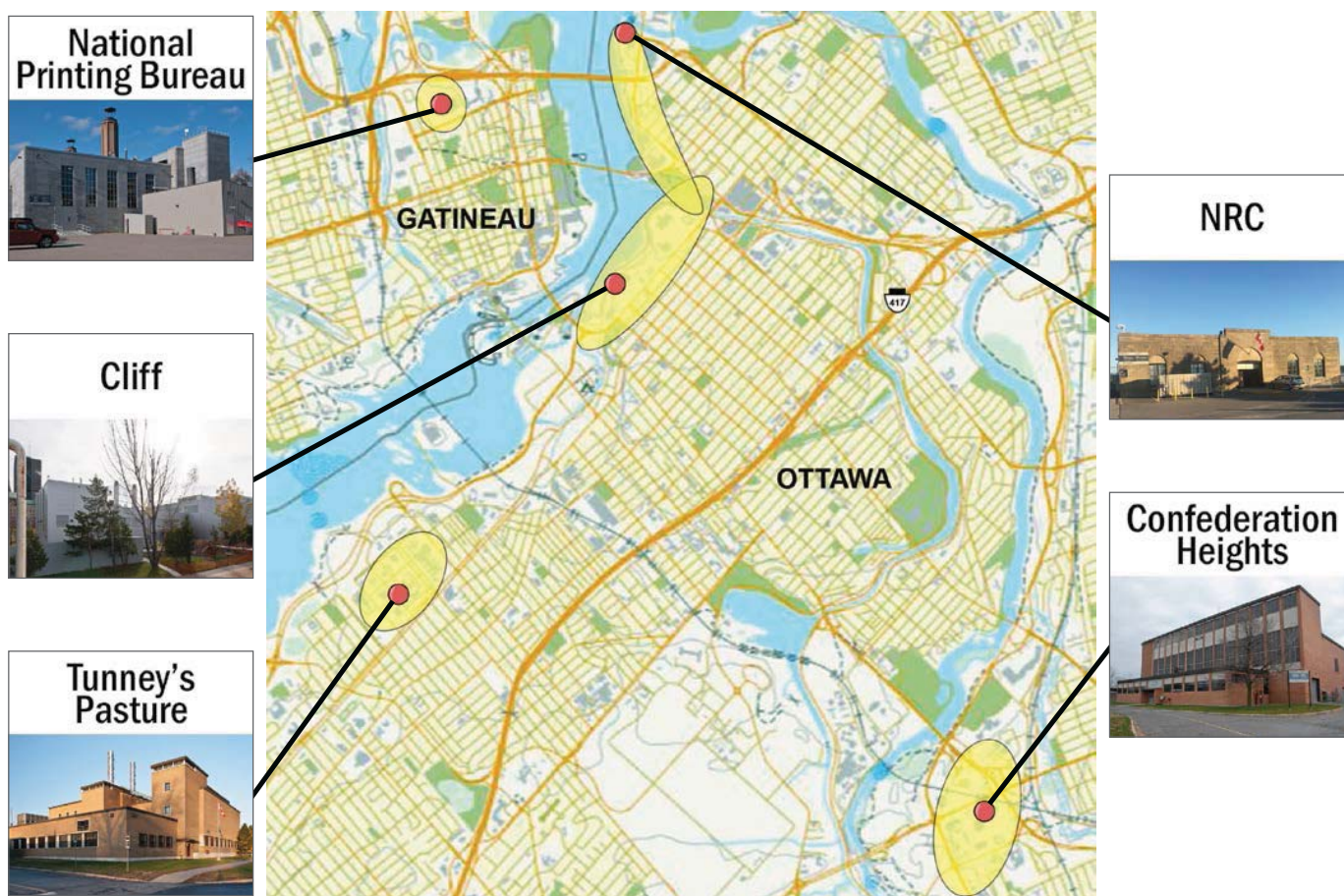


Figure 1 – General Service Area

Attachment 1 contains drawings outlining the service area and connected buildings for each CHCP.

1.4.4. Existing Infrastructure Overview

An overview of the Existing Infrastructure is provided below. Each CHCP (or interconnected set of CHCPs) has its own Service Area. Boilers in the CHCPs run on natural gas and #2 fuel oil. None of the plants meet current minimum seismic requirements. Additional details and maps can be found in Attachment 1 – Service Area Maps and Attachment 2 – System Details.

Cliff and NRC CHCPs

The Cliff and NRC CHCPs serve 51 buildings, most of which are in the Parliamentary Precinct and are considered government critical.

- > The Cliff CHCP consists of the Cliff Temporary Boiler Plant (CTBP) and the Cliff Cooling Plant.
- > CTBP: In 2009, all of the existing boilers were removed from part of the Cliff CHCP and replaced with a temporary boiler plant located to the west of the Supreme Court of Canada's parking lot.
- > Cliff Cooling Plant: Consists of a total of six (6) chillers, (four (4) chillers within the plant and two (2) satellite chillers located in National Defence Headquarters), both steam driven and electric driven.
- > The Cliff CHCP is interconnected (steam and condensate systems) with the NRC CHCP, which provides backup to Cliff when required (or vice versa).
- > The NRC CHCP has two (2) newer steam boilers and four (4) electric driven chillers. The plant structure has reinforced concrete foundation and superstructure with stone walls.
- > Associated distribution network consists of approximately 6.5 km of tunnels and 2 km of direct buried piping, serving 51 buildings for heating and 41 buildings for cooling.

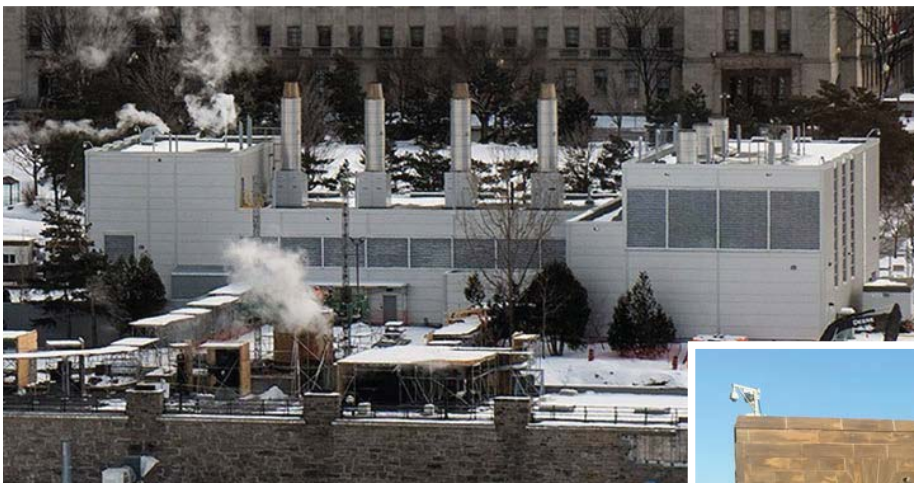


Figure 2 – Cliff CHCP



Figure 3 – NRC CHCP



Figure 4 – Tunney's Pasture CHCP

Tunney's Pasture CHCP

Tunney's Pasture CHCP (steam and chilled water system) currently serves 18 buildings.

- > The Tunney's Pasture CHCP has a total of four (4) steam boilers and five (5) electric chillers.
- > Major additions to the building were completed in 1961 and 1996. The two (2) boilers installed in 1961 were replaced in 2005 and 2008. The two (2) other boilers installed in 1969 are still in operation.
- > The associated distribution network consists of approximately 1.4 km of tunnels, serving 18 buildings for heating and 16 buildings for cooling. Any work related to the Tunney's Pasture CHCP will require coordination with the Tunney's Pasture redevelopment plan.
- > The Tunney's Pasture CHCP has Federal Buildings Heritage Review Office (FBHRO) Recognized heritage status.



Figure 5 – Confederation Heights CHCP

Confederation Heights CHCP

The Confederation Heights CHCP (HTHW and chilled water systems) serves 11 buildings.

- > The Confederation Heights CHCP has a total of four (4) steam boilers and five (5) chillers (all are electric).
- > The Confederation Heights CHCP was designed for HTHW with a supply temperature of 140°C to 180°C. The original boilers are still in place.
- > The associated distribution network consists of approximately 2 km of tunnels and 350 m of buried piping, serving 11 buildings for heating and 9 buildings for cooling.



Figure 6 – National Printing Bureau CHCP

National Printing Bureau (NPB) CHCP

The NPB CHCP (steam and chilled water system) serves one large building.

- > The CHCP has a total of three (3) steam boilers and three (3) electric chillers.
- > It was originally designed to also act as backup steam production for the Cliff plant through a steam and condensate line connection supported underneath the MacDonald Cartier Bridge.
- > The plant currently has electric driven centrifugal chillers.
- > The NPB CHCP has FBHRO Classified heritage status.

1.4.5. Work of the Private Partner

PWGSC will enter into a single Project Agreement for the design and construction with short-term financing and long-term O&M responsibilities (the procurement model) whereby the Private Partner will be responsible to design, build, and finance the capital costs as well as operate and maintain the central heating and cooling generation and distribution capabilities currently being provided by the Existing Infrastructure. One of the main objectives is to modernize the Existing Infrastructure with a whole lifecycle perspective, linking operations, maintenance and long-term efficiency to design and construction choices. Notably, the Private Partner will:

- > Modernize the Existing Infrastructure from the current steam-based or HTHW system to a LTHW-heating solution and replace all steam driven chillers with electric chillers for cooling services;
- > Convert Cliff CHCP into an architectural landmark which is integrated with the local landscape and the Parliamentary and Judicial Precincts;
- > Design and build a physical location for education and outreach, including all required equipment, signs, panels and other materials to be used by the Procurement Authority to communicate and interact with visitors to the educational platform;
- > Operate, maintain and rehabilitate the District Energy Infrastructure associated with providing heating and cooling thermal energy services to the connected buildings;
- > Deliver heating and cooling to meet the peak load and annual energy usage requirements for the buildings served by the Existing Infrastructure post Transition Phase;
- > Meet or exceed the targeted GHG emissions reduction associated with providing heating and cooling services for the NCR buildings;
- > Support Canada with design, construction, operation and maintenance services of additional infrastructure associated with the expansion of the District Energy Infrastructure to other public and private customers in the NCR; and
- > Coordinate with Canada the connection of the buildings converted to LTHW as they become available.

The following table outlines the various project phases and milestones:

Project Phase	Indicative Duration	Estimated Timeline	Milestone
Transition Phase	6-12 months	2019-2020	Transfer of Existing Infrastructure
Design and Construction Phase	5 years	2020-2025	Substantial Completion of Project recapitalization
Validation Period	2 years	2025-2027	Acceptance of initial performance
O&M Phase	30 years	2025-2055	End of the term of the Project Agreement

1.4.6. Activities Outside the Private Partner's Responsibilities

Access to Land

Canada will provide the Private Partner with access to designated land for the Project including temporary rights for the work and staging areas around heating plants required for construction, using the current Service Areas as the basis for establishing land requirements.

Building Conversions

The implementation of the LTHW technical solution for the future heating service capability in the NCR means that all Service Area buildings and future connected buildings must be capable of using LTHW heating. Canada is in the process of undertaking the LTHW heating building conversions for all connected federal buildings. The building conversions will address existing building deficiencies in individual buildings including installation of cooling ETSS. The building conversion plan will be provided at the Request for Proposal (RFP) stage. The building conversions are scheduled to be completed before the Substantial Completion of the Private Partner's Design and Construction Phase scope of work.

Expansion and Further Greening Activities

Canada may pursue expansion opportunities by entering into energy service agreements with public and private consumers in the NCR. Canada is also exploring options for incorporating low carbon or carbon neutral technology. Additional details will be as set out in the RFP.



Figure 7 – Cliff CHCP



Figure 8 – Cliff CHCP

1.4.7. Risk Allocation

Below, Canada has set forth a table which describes, in general terms, Canada's anticipated risk allocation for the Project. The risk allocation table is included in this RFQ for reference only, is subject to change and is not intended to be referred to as an interpretation of the Project Agreement. The detailed risk allocation for the Project will be as set out in the Project Agreement.

Risk allocation	Private Partner	Canada
Approvals and Permits		
Environmental assessment (EA) approvals		✓
Compliance with environmental regulations	✓	
National Capital Commission (NCC) design approvals	✓	
NCC land use		✓
Construction and municipal permits	✓	
Operating permits	✓	
Transition Phase		
Operation, maintenance and rehabilitation of Existing Infrastructure		✓
Efficiency of Existing Infrastructure		✓
Design and construction phase		
Operation, maintenance and rehabilitation of Existing Infrastructure	✓	
Efficiency of Existing Infrastructure		✓
Design and construction of the District Energy Infrastructure	✓	
Buildings conversion to LTHW		✓
O&M Phase		
Operation, maintenance, and lifecycle replacement of the District Energy Infrastructure	✓	
Efficiency of the District Energy Infrastructure	✓	
Building demand, building energy consumption and commodity price risk		✓
Procurement, management and optimization of the input fuel	✓	✓
Metering	✓	
Customer billing and collection		✓
Handback requirements	✓	
Finance		
Financing during Design and Construction Phase and Validation Period	✓	
Financing of future District Energy Infrastructure expansion		✓

1.5. Key Commercial Terms

While the final terms of the Project Agreement will be determined over the course of the RFP, the Procurement Authority anticipates that some of the key commercial terms may be:

- 1.5.1. **Governing law:** The Project Agreement will be governed by the laws applicable in the Province of Ontario.

- 1.5.2. **Term:** The term of the Project Agreement shall commence on Financial Close and continue for a period of approximately 36 years comprising: i) a Transition Phase of 6 - 12 months; ii) a Design and Construction Phase of approximately 5 years; and, iii) an O&M Phase of 30 years.
- 1.5.3. **Transition Phase:** Canada anticipates a Transition Phase to facilitate the transition of responsibilities related to the Existing Infrastructure to the Private Partner. During this phase Canada will be responsible for operating, maintaining and rehabilitating the Existing Infrastructure; however, the Private Partner will be able to observe Canada's activities to facilitate the transition.
- 1.5.4. **Design and Construction Phase:**
- 1.5.4.1. During the Design and Construction Phase, the Private Partner shall receive monthly Service Payments related to the Existing Infrastructure availability and delivery of energy services. These payments are anticipated to be comprised fixed operation and maintenance payments and variable energy payments which may depend on the energy demand and the energy commodity prices.
- 1.5.4.2. Following the successful design, construction and commissioning of the District Energy Infrastructure, the Private Partner shall receive a partial construction payment, subject to holdback, that reflects the successful Substantial Completion of construction works for the Project, and the commencement of the O&M Phase of the Project. A second payment will be made upon rectification of all deficiencies.
- 1.5.5. **O&M Phase:**
- 1.5.5.1. During the O&M Phase, the Private Partner shall receive monthly Service Payments related to the District Energy Infrastructure availability and delivery of energy services. These payments are anticipated to be comprised of fixed operation and maintenance payments, fixed lifecycle replacement payments and variable energy payments. Variable energy payments may depend on the energy demand, energy commodity prices and efficiency of the District Energy Infrastructure.
- 1.5.6. **Validation Period:** During the Validation Period Canada will validate the performance of the Project to ensure that the District Energy Infrastructure performs in accordance with the requirements set out in the Project Agreement. Following the successful completion of the Validation Period, Canada will release the remainder of the construction payment.
- 1.5.7. **Financing:** The Private Partner will be responsible for arranging all financing required for the Project from the Design and Construction Phase to the completion of the Validation Period.
- 1.5.8. **Expansion:** The Private Partner may be required by Canada to take on additional design, construction, operation and maintenance activities during the O&M Phase. A change mechanism within the Project Agreement will establish the procurement and pricing methodology for these changes.

- 1.5.9. **Payment deductions:** The Project Agreement will permit Canada to make deductions from the Substantial Completion payment and Service Payments if the Private Partner fails to make the Project available for use as required by the Project Agreement, or otherwise fails to meet defined performance requirements and standards.
- 1.5.10. **Environmental credits:** The ownership and entitlement of existing and future environmental credits or benefits associated with the Project shall be retained by Canada.
- 1.5.11. **Handback:** The Private Partner will hand back the Project and associated assets upon the expiry of the Project Agreement term with a defined remaining useful service life as defined within the Project Agreement.
- 1.5.12. **Ownership:** The ownership of the Project will be retained by Canada.

1.6. Key Entities

1.6.1. Canada Project Team

The Project's management and procurement is under the direction of a project office comprising officials from PWGSC and Department of Justice.

1.6.2. Fairness Monitor

The Procurement Authority has engaged a Fairness Monitor for this procurement. The Fairness Monitor will provide formal oversight and independent validation of the fairness of the procurement process. The Fairness Monitor will submit its final report to Canada, which will be made public.

1.7. Available Project Studies

- 1.7.1. Multiple studies have been undertaken and relevant information, such as the following, may be provided to Proponents:
- > 3D Scanning of the CHCPs;
 - > equipment inventory and condition;
 - > description of current operating practices;
 - > feasible options for system improvement;
 - > existing property rights;
 - > geotechnical and environmental studies and data available for the CHCPs and the General Service Area;
 - > heating and cooling performance data; and
 - > customer building demand data will be provided at the RFP stage.

2. PUBLIC PRIVATE PARTNERSHIP PROCUREMENT PROCESS

2.1. Two-Stage Process

The Procurement Authority expects to select the Private Partner following a two-stage procurement process.

2.2. Stage One: Request for Qualifications (RFQ)

- 2.2.1. This RFQ is the first stage in the procurement process. The objective of this RFQ is to select the three (3) highest ranked Qualified Respondents to be invited to participate in the Request for Proposals (RFP). Respondents will be ranked based on the process set out in Section 4 of this RFQ.
- 2.2.2. The three (3) highest ranked Qualified Respondents will be invited to execute the Submission Agreement (Appendix G).

2.3. Stage Two: Request for Proposals (RFP)

- 2.3.1. The information provided in this section does not represent a commitment by Canada and is provided solely for information purposes. It may be modified by the Procurement Authority, in its sole discretion, at the RFP stage.
- 2.3.2. As part of the RFP, the Procurement Authority intends to invite Proponents to submit proposals that must contain, in respect of the Project, a technical submission and a financial submission. The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission. The technical submission is anticipated to be well-developed and likely to include at a minimum the following requirements:
 - > A conceptual layout identifying key elements of the Proponent's design for each system, and an initial level of schematic design;
 - > Steam to LTHW transition strategies for each system;
 - > An indicative operational, maintenance and lifecycle replacement plan for each proposed system, including fuel and energy supply solutions;
 - > Plans outlining the Proponent's approach to items such as quality assurance, reliability, efficiency, GHG emission reduction, growth, maintenance, asset preservation, inventory management; and
 - > A technical solution in sufficient detail to provide Canada with an understanding of how energy services will be supplied to customer buildings of each system, and provide Canada with confidence that the peak energy demand and energy supply needs of customer buildings can be reliably met.

- 2.3.3. A draft Project Agreement will be included with the RFP. It is anticipated that the Proponents will have the opportunity to submit comments, questions and suggested modifications to the draft Project Agreement via commercially confidential meetings and written enquiries. In view of such comments and suggestions, the draft Project Agreement could be revised by the Procurement Authority.
- 2.3.4. The Preferred Proponent will be identified taking into consideration technical and price criteria. Details regarding the submission requirements for the RFP and the factors to be considered in the evaluation of proposals will be set out in the RFP.
- 2.3.5. Canada anticipates paying a Proposal Design Fee of \$1.2 million after Financial Close to each Proponent that has submitted a compliant Proposal but has not been identified as the Preferred Proponent. The amount and terms associated with payment of the Proposal Design Fee will be set out in the RFP.
- 2.3.6. The Proponents will be required to provide a Proposal security deposit of \$2 million along with their technical submission in the form and on the terms set out in the RFP.
- 2.3.7. The Preferred Proponent will be required to provide a bid security in the amount of \$2 million in the form and on terms set out in the RFP. This security deposit will not be in addition to the security deposit submitted in accordance with section 2.3.6.
- 2.3.8. The last stages leading to Financial Close are expected to consist of finalizing all documentation giving effect to the Project Agreement.

2.4. Anticipated Procurement Schedule

- 2.4.1. The following table outlines the indicative timelines for the procurement process and does not represent a commitment by Canada. Rather, it is provided solely for information purposes. Dates are subject to change in the sole discretion of the Procurement Authority.

Key Activities		Timeline
STAGE 1 – REQUEST FOR QUALIFICATIONS		
Introductory Meeting/ Information Session		September 21, 2017
End of Enquiry Period		October 16, 2017
Response Submission Deadline		November 1, 2017 14:00 EDT
Response Evaluation Completion		January 2018
STAGE 2 – REQUEST FOR PROPOSALS		
RFP release to Proponents		February 2018
Proposal Submission Deadlines:	Technical	November 2018
	Financial	January 2019
Announcement of Preferred Proponent		February 2019
Financial Close		May 2019
Substantial Completion		March 2025

2.5. Enquiries during the RFQ Process

- 2.5.1. All enquiries regarding any aspect of the RFQ or the Project (each, an "Enquiry") must be submitted no later than the date and time indicated in the Summary of Key Information under Enquiries by e-mail to the Canada Contact Person at the e-mail address also found on the Summary of Key Information in order to be considered by the Procurement Authority.
- 2.5.2. To ensure the integrity of the procurement process, Enquiries and all other communications regarding the RFQ must be directed only to the Canada Contact Person. Other than as expressly permitted in this RFQ, interested parties shall not contact any other employee of Canada or any of the Ineligible Parties or other persons involved in the Project to discuss questions regarding the RFQ. The Procurement Authority has designated as the Canada Contact Person the individual identified as such in the Summary of Key Information.
- 2.5.3. The Procurement Authority will have no obligation to respond to Enquiries that are not submitted in accordance with the procedures described herein. Interested parties should reference as accurately as possible the section and, where relevant, the sub-section of the RFQ to which the Enquiry relates. Care should be taken by interested parties to explain each question in sufficient detail to allow the Procurement Authority to provide an accurate answer.
- 2.5.4. During the RFQ stage, to ensure transparency and quality of information provided to interested parties, Enquiries received and the replies to such Enquiries, if any, will be provided in writing and subject to sections 2.5.5 to 2.5.7 will be posted under the "Attachments" section on [Buyandsell.gc.ca](https://buyandsell.gc.ca), without revealing the source of the Enquiry. If the Procurement Authority determines that an Enquiry requires an amendment of the RFQ, the Procurement Authority will issue an Addendum. It is the sole and entire responsibility of each interested party to regularly verify on [Buyandsell.gc.ca](https://buyandsell.gc.ca) the posting of any questions and answers and Addendum (<https://buyandsell.gc.ca>).
- 2.5.5. Enquiries that are "commercially confidential" must be clearly marked "commercially confidential" at each relevant item. Items identified as "commercially confidential" will be treated as such except where the Procurement Authority determines either that the Enquiry is not of a "commercially confidential" nature; or where the response would have implications beyond the interested party that has submitted the Enquiry in the Procurement Authority's sole discretion.
- 2.5.6. Subject to Section 2.5.5, if it is determined that the Enquiry is not "commercially confidential" by the Procurement Authority, then the Procurement Authority will inform the interested party, and the interested party will have the option of either terminating the Enquiry or having the Enquiry and reply posted in accordance with Section 2.5.4.
- 2.5.7. If it is determined that the Enquiry is "commercially confidential" by the Procurement Authority, then the Procurement Authority shall keep the Enquiry and response confidential and shall provide the response solely to the interested party which submitted the commercially confidential Enquiry.

- 2.5.8. All Enquiries should be submitted using Appendix F – Enquiry Form as an attachment to the e-mail correspondence.



Figure 9 – Confederation Heights CHCP

2.6. Information Session

2.6.1. A non-mandatory information session will be held on Thursday, September 21st, 2017 from 9:00 to 13:00 EDT. The information session will be held at John G. Diefenbaker Building, 111 Sussex Dr., Ottawa ON K1N 9J7. Interested parties can also participate via videoconference. When registering, interested parties should confirm whether they would prefer the information session in French or in English and if they will attend in person or participate via videoconference.

2.6.2. All interested parties should register with the Canada Contact Person before the information session to confirm their attendance and should provide, in writing, to the Canada Contact Person, the names and e-mail addresses

of a maximum of five (5) person(s) who will be attending and a list of questions they wish to discuss at least five (5) Business Days before the information session. Any changes to the attendance list should be addressed to the Canada Contact Person at least one (1) Business Day before the information session. Seating may be limited and priority will be given to registered participants.

- 2.6.3. Any clarifications or changes to the RFQ resulting from the information session will be issued as an Addendum to the RFQ. The material distributed along with a record of the questions and answers will be posted on BuyandSell.gc.ca for information only. Interested parties who do not attend will not be precluded from submitting a Response.

2.7. Security

- 2.7.1. No security clearances are required in order to participate in this RFQ. Appendix H describes the activities and submissions that Respondents are strongly encouraged to undertake as soon as possible to be ready to participate as Proponents in the RFP stage and to respond to the RFP.

3. RESPONSE PREPARATION INSTRUCTIONS

Further Response preparation instructions can be found at Appendix E – RFQ Standard Instructions.

3.1. Delivery of Responses

- 3.1.1. Respondents must ensure that Responses are received at the Delivery Address by the Response Submission Deadline. The Procurement Authority will return Responses received after the RFQ Response Submission Deadline to the Respondent unopened.
- 3.1.2. Responses sent electronically or by fax will not be accepted. Questions concerning receipt of Responses may be addressed to the Canada Contact Person.

3.2. Amendments to Responses

- 3.2.1. A Respondent may, before the RFQ Response Submission Deadline, amend any aspect of its Response by withdrawing its original Response by notifying the Canada Contact Person in writing and resubmitting the amended replacement Response to the Delivery Address.

3.3. Withdrawal of Responses

- 3.3.1. A Respondent may only withdraw its Response by giving written notice duly signed by the Respondent to the Canada Contact Person.

3.4. Response Form and Content

- 3.4.1. Responses to this RFQ should be in the format described in Section 3.5 – General Response Requirements and Appendix C – Rated Evaluation Criteria and Submission Requirements.
- 3.4.2. Each Response must:
 - a. be received at the Delivery Address before the Submission Deadline; and
 - b. contain all Forms and Certifications required by Appendix B (B-1 to B-5).

3.5. General Response Requirements

Respondents should submit their Response in two (2) separately sealed packages including:

- 3.5.1. Package 1: “**Forms and Certifications**”, which should include one bound, signed master, marked as “Master”, and six (6) hard copies of the following:
 - a. Master RFQ Submission Form (Appendix B, Form B-1);
 - b. Team Member Consent Declaration (Appendix B, Form B-2);
 - c. Corporate Profile (Appendix B, Form B-3);
 - d. Directors of the Respondent Team (Appendix B, Form B-4); and
 - e. Respondent Team Information (Appendix B, Form B-5).

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

If any of the above required forms (B-1 – B-5) are missing or 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 completes and submits 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.

Package 2: **"Technical and Financial Capability and Experience"**, which should include one bound, signed master, marked as "Master" and six (6) hard copies of the following:

- a. "Team Partnering – Sub Package A", which should include all the information required by Appendix C, Section 3, Part A, including all completed forms required by Appendix C;
- b. "Design Capability and Experience – Sub-Package B", which should include all the information required by Appendix C, Section 3, Part B, including all completed forms required by Appendix C;
- c. "Construction Capability and Experience – Sub-Package C", which should include all the information required by Appendix C, , Section 3, Part C, including all completed forms required by Appendix C;
- d. "Operations and Maintenance Capability and Experience –Sub-Package D", which should include all the information required by Appendix C, Section 4, Part D, including all completed forms required by Appendix C; and
- e. "Financial Capability and Experience Sub-Package E" which should include all the information required by Appendix C, Section 3, Part E, including all completed forms required by Appendix C;

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

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

3.6. Format Instructions

- 3.6.1. Respondents should follow the format instructions below in the preparation of their hard and electronic copy Responses:
 - a. For each package, include a title page at the front of each copy of the Response that includes the RFQ title, date, the RFQ number as per the Summary of Key Information, and the Respondent's name and Respondent Representative Contact Individual;

- b. Use 8.5 x 11 inch (216 mm x 279 mm) non-glossy paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content, unless otherwise specified or permitted in Appendices B and C.
- c. Use a numbering system that corresponds to the RFQ;
- d. The text should not be smaller than Arial font size 10;
- e. Organizational charts may be provided on 11 x 17 inch (278 mm x 432 mm) paper, with text no smaller than Arial font size 8;
- f. Only material included within the Respondent's Response will be evaluated. Reference material outside of the Respondent's hard-copy Response will not be considered;
- g. For each package, include a table of contents;
- h. Margins should be 12.7 mm left, right, top and bottom;
- i. Double-sided submissions are encouraged (however Respondents should note that wherever page limits apply, each side of paper counts as a page); and
- j. Page count limitations do not apply to Appendix B, Package 1 – Forms and Certifications. Page limitations are identified within Section 3 – Technical and Financial Capability and Experience of Appendix C – Rated Evaluation Criteria and Submission Requirements. Any additional pages will not be considered for evaluation.

3.7. Request for Advance Rulings

- 3.7.1. Canada has taken steps to protect the integrity of the procurement process including requiring all those involved with the process to comply with the Integrity Provisions and the Code of Conduct and to avoid and prevent situations that could give rise to a conflict of interest, or the appearance of a conflict of interest. A Respondent who has any concerns regarding their status to qualify based on Appendix E – RFQ Standard Instructions, Section 12, Integrity Provisions, or Section 15, Conflict of Interest – Unfair Advantage, is encouraged to request an advance ruling in accordance with the following process not later than 15 Business Days in advance of the Response Submission Deadline.
- 3.7.2. For an advance ruling on the Integrity Provisions, please contact the PWGSC Integrity Regime by:
 - a. **Phone:** 1-844-705-2084;
 - b. **Mail:**
 Registrar of Ineligibility and Suspension
 Public Services and Procurement Canada
 Floor 10A1 Room 105
 Portage III Tower A
 11 Laurier St
 Gatineau QC
 K1A 0S5
 - c. **E-mail:** pwgsc.o.integrity-tpsgc.o.integrite@pwgsc-tpsgc.gc.ca; or,
 - d. fill out the e-mail **form**.



Figure 10 – National Printing Bureau CHCP

3.7.3. For an advance ruling on Conflict of Interest – Unfair Advantage please provide to the Canada Contact Person no later than 15 Business Days in advance of the Response Submission deadline:

- a. names and contact information of the Respondent and the person or entity for which the advance ruling is requested;
- b. a description of the person and/or entity's relationship to the Respondent;
- c. a description of the situation or relationship that raises the possibility or the perception of a conflict of interest;
- d. if applicable, a description of the steps taken to date and future steps proposed to be taken to minimize, mitigate or eliminate an actual, perceived or potential conflict of interest; and
- e. copies of any relevant documentation.

3.8. Additional Information

3.8.1. Additional information may be available for viewing on [Buyandsell.gc.ca](https://buyandsell.gc.ca) under "Attachments". Such additional information does not contain commitments by Canada nor form part of this RFQ. It is provided solely for information purposes. Further information may be added by the Procurement Authority prior to the RFQ Response Submission Deadline and Respondents are responsible for regularly checking [Buyandsell.gc.ca](https://buyandsell.gc.ca) for updates.

4. EVALUATION

4.1. Conduct of Evaluation

- 4.1.1. In conducting its evaluation of the Responses, the Procurement Authority may, but will have no obligation to, do the following:
 - a. seek clarification or verification from Respondents regarding any or all information provided by them with respect to the Response;
 - b. conduct reference checks, to be used to verify and validate the Respondent's Response;
 - c. request specific information with respect to a Respondent's legal status; and
 - d. verify and validate any information provided by Respondents through independent research, the use of any government resources or by contacting third parties.
- 4.1.2. Respondents will be given a time limit to comply with any request related to any of the items named in Section 4.1.1. Failure to comply with the request within the specified time limit may result in the Response not being evaluated by the Procurement Authority.
- 4.1.3. If the information provided by the Respondent in its Response cannot be verified and/or validated to the Procurement Authority's satisfaction, in its sole discretion, said information will not be evaluated and the Response may be eliminated from further consideration or alternatively the Response will receive no credit for the criterion in question, the choice of which will be at the Procurement Authority's sole discretion.

4.2. Evaluation Process

- 4.2.1. An Evaluation Committee will be appointed by the Procurement Authority. The evaluation of Responses will be carried out in accordance with the RFQ by the Evaluation Committee with assistance from other persons as the Evaluation Committee may decide it requires, including technical, financial, legal or other advisors.
- 4.2.2. The Evaluation Committee will conduct a completeness assessment for the purposes of determining whether all of the documents required to be submitted as part of the Response have in fact been submitted by the Respondent. The Evaluation Committee will then continue with its assessment with respect to whether the Respondent is a Qualified Respondent pursuant to Section 4.3. After the assessment under Section 4.3 is complete, the Evaluation Committee will rank the Qualified Respondents by the scores given to their Responses and proceed to the next stage of the RFQ process as set out in Section 4.4.

4.3. Qualified Respondent

- 4.3.1. To be considered a Qualified Respondent, a Respondent must submit a Response that:
 - a. is in accordance with Sections 3.4.1 and 3.4.2; and
 - b. obtains the required minimum scores where applicable in Appendix C – Rated Evaluation Criteria and Submission Requirements.

4.4. Invitation to Execute Submission Agreement

- 4.4.1. The Procurement Authority will invite the three (3) highest ranked Qualified Respondents to execute the Submission Agreement, as a condition of being selected as a Proponent to participate in the RFP.
- 4.4.2. In the event of a tie of the aggregate score, the Qualified Respondent with the higher total score in “Operations and Maintenance Experience and Capability – Sub-Package D” component of Package 2 will be selected. Should the “Operations and Maintenance Experience and Capability – Sub-Package D” scores be identical, then the Qualified Respondent with the higher total score in the “Design Experience and Capability – Sub-Package B” component of Package 2 will be selected. Should the tie persist, the Qualified Respondent with the higher total score in the “Construction Experience and Capability – Sub-Package C” component of Package 2 will be selected. In the event that there is still a tie, the tie will be settled via a coin-toss.
- 4.4.3. The Procurement Authority will provide the three (3) highest ranked Qualified Respondents with a draft of the RFP, the Submission Agreement and the draft Project Agreement on the condition that the documents will be kept confidential. Respondents will be given a period of three (3) weeks to review the terms of the draft RFP and draft Project Agreement prior to signing the Submission Agreement.

- 4.4.4. If any of the three (3) highest ranked Qualified Respondents fail or refuse to execute the Submission Agreement within the allocated period, the Procurement Authority may, in its sole discretion, withdraw the invitation and extend it to the next highest ranked Qualified Respondent to execute the Submission Agreement, and participate as a Proponent under the RFP in accordance with the Submission Agreement.

4.5. Notification and Debrief

- 4.5.1. Respondents that are not selected as one (1) of the three (3) highest ranked Qualified Respondents will be notified in writing within a reasonable period of time following the end of the evaluation period and following the execution of the Submission Agreement by the three (3) highest ranked Respondents.
- 4.5.2. Any Respondent which is not selected as one of the three (3) highest ranked Qualified Respondent to proceed to the RFP may request a debriefing, through the Canada Contact Person, within 20 Business Days following the receipt of the above mentioned written notification.
- 4.5.3. The debrief will include the reasons the Respondent was not selected as one (1) of the three (3) highest ranked Qualified Respondents. The debrief will be limited to the details and results of the evaluation of the specific Respondent's Response and will not provide any details on the contents of, or evaluation results of, Responses of other Respondents. The confidentiality of information relating to other Respondents will be protected.
- 4.5.4. Canada will not assume any costs in relation to any debrief.

APPENDIX A – DEFINITIONS AND INTERPRETATION

In this RFQ:

Alternative Delivery Method means projects carried out under an alternative form of delivery including DBFOM, DBfOM, DBFM or DBOM or other deliverable models where the Private Partner is the owner of the asset and is subject to performance standards or key performance indicators.

Addendum or **Addenda** has the meaning set out in Appendix E, Section 2.4;

Business Days means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

Canada means Her Majesty the Queen in Right of Canada as represented for the purposes of this RFQ by the Minister of Public Services and Procurement;

Canada Contact Person means the contact provided in the Summary of Key Information;

CHCP means central heating and cooling plant;

Claim means any contractual, extra contractual or statutory claim, demand, motion, action, cause of action, suit or proceeding;

Code of Conduct means the Government of Canada's *Code of Conduct for Procurement* available at <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html> and referred to in Section 13 of Appendix E;

Construction Prime Member see Prime Member;

DBF means design, build and finance;

DBFOM means design, build, finance, operate and maintain;

DBfOM means design, build, finance during construction through to completion followed by operations and maintenance;

DBFM means design, build, finance, and maintain;

DBOM means design, build, operate and maintain;

Delivery Address means the address for delivery of the Responses set out in the Summary of Key Information;

Design and Construction Phase means the period of time between the end of the Transition Phase and Substantial Completion;

DES means a district energy system that includes generation and distribution assets;

Design Prime Member see Prime Member;

District Energy Infrastructure means the Existing Infrastructure and improvements ancillary thereto designed and/or constructed by the Private Partner resulting from the modernization of the Existing Infrastructure from the current steam-based or HTHW system to a LTHW-heating solution. It includes new construction and/or renovation, alteration, improvement, expansion or use of any Existing Infrastructure;

Enquiry has the meaning set out in Section 2.5;

Equity Member of a Respondent means an individual, corporation, partnership or other legal entity, exclusive to one Respondent for the purposes of the Project, who will have an ownership or equity interest in the Private Partner;

Existing Infrastructure means the existing infrastructure described in Section 1.4.4;

Evaluation Committee means the committee of persons appointed by the Procurement Authority to carry out the evaluation of Responses in accordance with the terms of this RFQ;

ETS means an energy transfer station;

Fairness Monitor means the independent person/firm identified in the Summary of Key Information and who will perform the role set out in Section 1.6.2 of this RFQ;

Financial Close means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and related agreements, including with respect to the financing, have been satisfied;

Financial Institution means:

- i. a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*;
- ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
- iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
- iv. a corporation, association and federation incorporated or organized as a credit union or co-operative credit society (such as Caisses Populaires) that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; or,
- v. Canada Post Corporation;

Financing Lead Member means the Equity Members or Prime Members that will be responsible

for arranging and/or providing the construction financing of the Project;

General Service Area means the area described in Section 1.4.3;

Guarantee means a written agreement by a parent company to perform or otherwise satisfy the financial and performance obligations of a related Equity or Prime Member;

Guarantor means a parent company providing a Guarantee for the performance obligations, including financial obligations or liabilities, of a related Equity or Prime Member;

Ineligibility and Suspension Policy means the Government of Canada's policy found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>, also referred to as Integrity Provisions;

Ineligible Party means an entity referred to in Section 15 of Appendix E – RFQ Standard Instructions – Conflict of Interest – Unfair Advantage;

Integrity Provisions means the Government of Canada's *Ineligibility and Suspension Policy* available at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>;

Key Individuals means any individual, including Third Party Experts, designated in a Response to play a lead role for and on behalf of an Equity Member or Prime Member in response to specific roles or positions identified as such in Appendix B;

Laws means those designated in Section 3 of Appendix E – RFQ Standard Instructions;

LTHW means low temperature hot water;

NCC means National Capital Commission;

NCR means National Capital Region;

O&M means operations and maintenance, including periodic lifecycle replacement of equipment and systems;

O&M Phase means the O&M period of time between the end of the Design and Construction Phase and the end of the term of the Project Agreement;

O&M Prime Member see Prime Member;

Parliamentary Precinct means all Crown-owned buildings occupied by the House of Commons, the Senate, and the Library of Parliament. The northernmost boundary is the Ottawa River, while south of the Parliamentary Precinct are Sparks Street and Queen Street. The western boundary is Kent Street and the eastern boundary is the Rideau Canal.

PPP (or P3) means public-private partnership;

Preferred Proponent means the Proponent selected by the Procurement Authority during the RFP process to enter into final discussions to complete and sign the Project Agreement;

Prime Member means an individual, corporation, partnership or other legal entity, exclusive to one Respondent for the purposes of the Project, which:

- > will undertake, or be responsible for the oversight and management of, 25% or more of the construction work based on total estimated construction costs of the Project (**Construction Prime Member**); or
- > will undertake 20% or more of the design work based on total estimated design costs for the Project (**Design Prime Member**); or
- > will undertake 50% or more of the O&M work based on total estimated O&M costs (excluding fuel and electricity costs) of the Project (**O&M Prime Member**);

Private Partner means the private partner that is to deliver the Project and includes the sole purpose vehicle or other legal entity constituted by the Preferred Proponent selected by the Procurement Authority;

Procurement Authority means the person identified in Summary of Key Information;

Project means the Energy Service Modernization (ESM) Project which includes the design, construction, financing during Design and Construction Phase, operation and maintenance of the District Energy Infrastructure as described in Section 1.4;

Project Agreement means the agreement that Canada anticipates entering into with the Private Partner and under which the Private Partner is to implement the Project;

Proponent means one of the Qualified Respondents that has executed a Submission Agreement and is invited to take part in the RFP;

Proposal means the formal proposal by a Proponent in response to the RFP;

PWGSC means Public Works and Government Services Canada, also known as Public Services and Procurement Canada;

Qualified Respondent means a Respondent who complies with Section 4.3;

Rated Evaluation Criteria means the rated evaluation criteria set out in Appendix C – Rated Evaluation Criteria and Submission Requirements;

Request for Advance Ruling means a request made by a Respondent to Canada pursuant to Section 3.7 of this RFQ;

Respondent means the person or entity (or, in the case of a consortium, the persons or entities) submitting a Response;

Respondent Team for a Respondent means the Respondent and all of its Team Members;

Respondent Representative means the person or persons identified as such in, and which signs the Master RFQ Submission Form (Form B-1 in Appendix B, Forms and Certifications), and which is fully authorized to represent the Respondent in any and all matters related to its Response;

Respondent Representative Contact Individual means the individual who is the authorized representative of the Respondent Representative and the point of contact with Canada with respect to the RFQ;

Response or RFQ Response means the formal response by a Respondent to this RFQ, comprised of two separately sealed packages as described in Section 3.5, which is submitted to Canada;

Response Submission Deadline or RFQ Response Submission Deadline means the deadline for submitting Responses set out in the Summary of Key Information;

RFP means the Request for Proposals, as amended over time;

RFQ means this Request for Qualifications, as amended over time;

Service Area means the area serviced by each individual CHCP or interconnected CHCPs, of which there are four as described in Section 1.4;

Service Payments means the payments to be made in satisfaction of the service and/or performance requirements of the Project Agreement with respect to the operation and maintenance of the Project;

Submission Agreement means the agreement that Canada intends to invite the three (3) highest Qualified Respondents to enter into as a condition of being selected as a Proponent to participate in the RFP, substantially in the form attached in Appendix G – Submission Agreement;

Substantial Completion means the point at which the District Energy Infrastructure has been substantially completed in accordance with the Project Agreement;

Summary of Key Information refers to the table set forth immediately after the title page of this RFQ and which includes certain key information regarding the RFQ;

Support Letter means a support letter provided by the Respondent pursuant to the RFQ Response using Form C-7, included in Appendix C;

Team Member means an entity that is identified in the Respondent's Response as an Equity Member, Prime Member or Key Individual;

Third Party Experts are Key Individuals who are exclusive to one Respondent, but who are not employees of the Prime or Equity Members and are proposed as Key Individuals within the Response;

Transition Phase means the period of time between Financial Close and the commencement of the Private Partner's operations during the Design and Construction Phase. Canada anticipates implementing a Transition Phase to facilitate the transition of responsibilities of the Existing Infrastructure to the Private Partner;

Validation Period means the period of time between Substantial Completion and up to a period of two years from Substantial Completion.

APPENDIX B – FORMS AND CERTIFICATIONS

Instructions

1. Respondents must provide the required forms, certifications and documentation as set out herein.
 - > Form B-1 – Master RFQ Submission Form;
 - > Form B-2 – Team Member Consent Declaration Form;
 - > Form B-3 – Corporate Profile;
 - > Form B-4 – Directors of the Respondent Team Form; and
 - > Form B-5 – Respondent Team Information Form.

FORM B-1: MASTER RFQ SUBMISSION FORM

Name of Respondent	
Name and Title of Respondent Representative(s)	
Address	
Telephone Number(s)	
E-Mail Address	
Registered Address	

The above named Respondent Representative hereby declares on its own behalf and, for clarity, on behalf of all Respondent Team Members that:

- a. it has the power and authority to bind the Respondent for the purpose of the RFQ;
- b. the Respondent is a:
 - ☐ a sole proprietor
 - ☐ a limited liability or general partnership
 - ☐ a corporation
 - ☐ an unincorporated consortium carrying on business under the above mentioned Respondent Name
- c. if invited to participate in the RFP, the Respondent would prefer to receive correspondence and associated procurement documentation in the following language during the RFP process. Please select just one (1) language as the Respondent's preferred language:
 - ☐ English
 - or
 - ☐ French
- d. this Form B-1 – RFQ Master Submission Form has not been modified in any manner, except to include the Respondent's required information and the Addenda information required by this Form; and
- e. the Respondent and its Affiliates are in compliance with the Integrity Provisions and with the *Code of Conduct for Procurement* set forth in Appendix E, Section 12 and 13.

In witness whereof, the Respondent Representative has executed this Form B-1 – Master RFQ Submission Form as of the date indicated below.

Respondent Representative

Per: _____ Per: _____

Name:

Name:

Title:

Title:

Date:

Date:

I/We have authority to bind the Respondent Representative and to bind the Respondent and each Respondent Team Member

FORM B-2: TEAM MEMBER CONSENT DECLARATION

One (1) form to be completed by each Equity Member, Prime Member as well as for Key Individuals that are not employees of a Prime Member

Legal Name of Team Member	
Role of Team Member (Equity, Design, Construction, Operations and Maintenance, or Key Individual)	
Approximate percentage of role to be performed by the Team Member	
Type of Entity (Corporation, Partnership, etc.)	
Current Trading/Business Name	
Year of Incorporation / Registration	
Registered Address	

I, _____, am an authorized officer or director of **[insert name of Team Member]** ("Team Member") and confirm for and on behalf of the Team Member and without any personal liability that:

- a. the Team Member has read and understands the RFQ and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ;
- b. the Team Member agrees to be bound by the requirements of the RFQ;
- c. the Team Member consents to its inclusion as a member of the **[insert name of Respondent]**;
- d. the Team Member confirms that the Response accurately reflects the qualifications of the Team Member;
- e. the Team Member consents to the Procurement Authority performing reference checks in accordance with the RFQ;
- f. the Team Member understands and accepts the obligations imposed on it as a result of the Response;
- g. the Team Member does not consider itself to be in conflict of interest or to have an unfair advantage within the meaning of Section 15 of Appendix E – RFQ Standard Instructions;
- h. the Team Member declares that this Form B-2 – Team Member Consent Declaration has not been modified in any manner, except to complete the required information;
- i. the Team Member declares that **[insert name of Respondent Representative]** has been appointed the Respondent Representative and has been given the power and authority to bind the Team Member for all matters pertaining to the RFQ; and
- j. the Team Member declares that it and 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.

In witness whereof, the Team Member has executed this Team Member Consent Declaration as of the date indicated below.

Team Member

Per: _____ Per: _____

Name:

Name:

Title:

Title:

Date:

Date:

FORM B-3: CORPORATE PROFILE

1. Instructions

- 1.1. Respondents must provide a corporate profile that will introduce the Respondent and each Equity Member, Prime Member and the Key Individuals (including the Key Individual's respective organizations if not employed by an Equity or Prime Member) and the roles for each as identified in the Forms and Certifications. This information will not be rated and will be shared with the Evaluation Committee.
- 1.2. For subsidiary corporation(s) provide the name of parent/holding company(ies) and organizational chart showing parent/holding company(ies) and subsidiary and affiliate companies.
- 1.3. If the Respondent includes information from a parent company or affiliate as part of its RFQ Response, then the Respondent should describe its corporate relationship with these entities (parent company or affiliate) in the corporate profile.

FORM B-4: DIRECTORS OF THE RESPONDENT TEAM

By submitting a Response, the Respondent certifies that the Respondent and its Team Members are in compliance with the provisions as stated in Appendix E – RFQ Standard Instructions – Section 12 Integrity Provisions. The related documentation therein required will assist the Procurement Authority in confirming that the certifications are true.

The following are the names of all individuals who are currently members of the boards of directors of Prime Members and Equity Members of the Respondent Team. Respondents submitting as sole proprietorship must provide the name of the owner:

[illegible]

**Add rows as applicable*

FORM B-5: RESPONDENT TEAM INFORMATION

1. Equity and Prime Members

Using Table B-5A below, list name, role and contact details for all Prime Members and Equity Members with respect to the Project.

Table B-5A		
Equity Member(s)		
Name	Address (Registered head office and place of business)	% of Equity participation
Financing Lead Member(s)		
Name	Address (Registered head office and place of business)	
Design Prime Member(s)		
Name	Address (Registered head office and place of business)	% of value of design work
Construction Prime Member(s)		
Name	Address (Registered head office and place of business)	% of construction work
O&M Prime Member(s)		
Name	Address (Registered head office and place of business)	% of OMR work

*Add rows as applicable

2. Key Individuals

Using Table B-5B below provide a list of all Key Individuals identified in the Response.

[illegible]

**Add rows as applicable*

APPENDIX C – RATED EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

1. Instructions to Respondents

- 1.1. The Response submission requirements and Rated Evaluation Criteria for Package 2: Technical and Financial Capability and Experience are set out in Section 3 of this Appendix C.
- 1.2. Respondents should submit their Responses in accordance with the requirements set out in Section 3.6 *Format Instructions* of the RFQ.
- 1.3. In its Response, the Respondent should demonstrate its understanding of the requirements contained in the RFQ and explain how it will meet these requirements. The Respondent should demonstrate its experience and describe its approach for carrying out the Project in a thorough, concise and clear manner.
- 1.4. The Response should address clearly and in sufficient depth the points that are subject to the Rated Evaluation Criteria against which the Response will be evaluated. Simply repeating the statement contained in the RFQ is not sufficient.
- 1.5. If a Respondent includes parent company's financial strength in support of an Equity Member or Prime Member for evaluation purposes, the Respondent must submit in its Response a Support Letter as set forth in Form C-7 signed by the parent company's officials confirming its intention to participate as the Equity or Prime Member's Guarantor for the Project. The Support Letter must clearly state that the Guarantor will provide the financial support needed by the Equity Member or Prime Member to successfully implement the Project to the full extent of the Equity Member's or Prime Member's anticipated involvement. If the Support Letter satisfying these requirements and documents required under Section 3, E.1 of this Appendix C are not provided by the Guarantor, the Respondent will be assessed solely on the basis of its own financial standing and financial statements of the Guarantor will not be considered. Respondents should also describe its corporate relationship with the parent company in the corporate profile.
- 1.6. If the quantity of reference projects in the Response exceeds the limit stipulated by the submission requirements, projects will be evaluated in the order they are supplied and any extraneous examples will not be evaluated.
- 1.7. Projects may be referenced in response to more than one submission requirement. However, Respondents should complete one (1) project experience form for each reference to a project (even if the project is referred to more than once) and not cross-reference projects referred to in answers to other sections. For example, if a project is referenced in a Respondent's response to Section B-2 and the Respondent intends to use the same project in its response to Section C-2, the Respondent shall complete a separate project experience form for each of Section B-2 and Section C-2.

2. RFQ Evaluation Summary

- 2.1. The Evaluation Committee will be responsible for evaluating the Responses in accordance with the Rated Evaluation Criteria against the applicable scales found in Appendix D – Applicable Scales for Rated Evaluation Criteria.
- 2.2. Respondents will have their Responses evaluated in accordance with the criteria and weight factors indicated in Table 1 below. To be considered as a Qualified Respondent, Responses must obtain the minimum weighted scores specified. Failure to achieve the applicable minimum score will prevent a Respondent from proceeding further in the evaluation process.
- 2.3. Comparability and Capability and Key Individuals:
 - 2.3.1. Each reference project provided in relation to the experience assessed in criteria B-1, C-1, and D-1 will be rated **individually** against the established **comparability** criteria. The individual scores will then be averaged to arrive at an aggregate score for the respective comparability criterion and the applicable weighting will then be applied.
 - 2.3.2. The reference projects will be evaluated **collectively** against the **capability** evaluation criteria and the applicable weighting will then be applied.
 - 2.3.3. Each Key Individual assessed under criteria A-3, B-3, C-3, D-3, and E-4 will be rated individually against the established evaluation criteria. The individual scores will then be averaged to arrive at an aggregate score for the respective criterion and the applicable weighting will then be applied.

Table 1 – Technical and Financial Capability and Experience – Weighting and Minimum

RATED EVALUATION CRITERIA		WEIGHTING	MINIMUM SCORE
A: Team Partnering		Total: 10	N/A
A-1 Respondent Team Composition, Structure and Approach		2	
A-2 Experience Working Together		4	
A-3 Key Individuals		4	
B: Design Capability and Experience		Total: 20	12/20
B-1 Experience	B-1.1 Comparability	5	
	B-1.2 Capability	5	
B-2 Approach		3	
B-3 Key Individuals		7	
C: Construction Capability and Experience		Total: 20	12/20
C-1 Experience	C-1.1 Comparability	5	
	C-1.2 Capability	5	
C-2 Approach		3	
C-3 Key Individuals		7	
D: Operations and Maintenance Capability and Experience		Total: 35	21/35
D-1 Experience	D-1.1 Comparability	10	
	D-1.2 Capability	10	
D-2 Approach		5	
D-3 Key Individuals		10	
E: Financing Capability and Experience		Total: 15	9/15
E-1 Financial Capacity		5	
E-2 Financial Approach		2	
E-3 Financial Experience		3	
E-4 Key Individuals		3	
E-5 Ability to Secure Guarantees and Obtain Insurance		2	

Scores

3. Technical and Financial Capability and Experience

A. TEAM PARTNERING – SUBPACKAGE A

Sub-Package A will be used to evaluate the Respondent Team structure and project development capability and experience. The Respondent should provide the information requested in Sub-Package A as follows:

A-1. Respondent Team Composition, Structure & Approach

Page Limit: 15 (excluding organizational charts)

Submission Requirements

The Respondent should:

1. Provide an organizational chart(s) illustrating the structure and relationship between each of the Equity Members, Prime Members and Key Individuals for the Project. As applicable, additional organizational charts for each phase (design, construction, O&M) of the Project should also be included. Team Member(s) with decision-making authority for the Respondent should be identified.
2. Provide a brief description of all Team Members and describe the roles and responsibilities of each Team Member in the Project; and
3. Describe the plan and approach for governing and managing the Respondent Team, including:
 - a. Decision making authority for the Respondent and, if this authority will be shared between two (2) or more individuals;
 - b. Respondent's approach to ensuring suitable and effective integration of the functions of the Design Prime Member(s), Construction Prime Member(s) and the O&M Prime Member(s), including a description of the interface between these Team Members based on prior experiences and/or best practices (with emphasis on interface arrangement between O&M Prime Member and Construction Prime Member); and
 - c. The Respondent's approach to developing a successful long-term partnership with Canada, including the extent to which the Respondent's approach is based on past approaches, prior experiences, lessons learned and/or best practices and the relevance to the Project.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent demonstrates a clear, effective and comprehensive team composition, organizational structure and approach. Furthermore, elements presented in support of this criterion should collectively demonstrate:

1. A clearly articulated organizational structure, including a description of reporting structures and hierarchy of Team Members that is well suited to meet the needs of the Project taking into account the various phases of the Project work including design, construction, operations and maintenance;

2. Roles and responsibilities for all Team Members are clearly defined and are appropriate for the needs of the Project;
3. An efficient and clear decision-making process for both responsibility and authority level (such as dollar size) for the various management and operational levels;
4. The Respondent's risk allocation and approach to risk management and a solid understanding of risk management principles and reflects the complexity of the Project;
5. The Respondent's approach to teaming is effective, realistic and achievable and relates and responds to the challenges and opportunities of the Project; and
6. Internal dispute resolution strategies with demonstrated success, are suitable to a complex, multi-disciplinary project.

A-2 Experience Working Together

Page Limit: 3 per project

Submission Requirements

1. Using Form C-1 of Appendix C, the Respondent should provide three (3) reference projects from within the past 10 years from the closing date of the RFQ, where two (2) or more of the Respondent Team Members worked together.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent clearly, comprehensively and collectively demonstrates how well Team Members have worked together and their ability to achieve success considering the following:

1. Number of Team Members that have worked together on reference projects;
2. Whether the role of the Team Member(s), degree of participation and duration of their engagement in the reference project was similar and relevant to that of the Project;
3. Identification of success factors which led to the members working well together and/or lessons learned that are relevant and can be applied to the Project;
4. Degree to which the reference projects are comparable in relation to a reference project with integrated functions throughout various phases of the reference project;
5. If the reference projects were delivered under an Alternative Delivery Method;
6. Whether the reference project was delivered on schedule and on budget; and
7. The number of years the reference project has been in operation.

A-3 Key Individuals

Page Limit: 3 per Key Individual

Submission Requirements

1. Using Form C-6 of Appendix C, the Respondent should submit experience from within the past 10 years from the closing date of the RFQ, for a maximum of three (3) Key Individuals performing roles related to team partnering describing their overall experience and any specific experience relevant to the nature and scope of the Project.

Evaluation Requirements

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which it demonstrates the proposed Key Individual's experience and capability considering the following:

1. Responsibilities of each Key Individual on reference projects and demonstration of success in carrying out those responsibilities;
2. Key Individual's past experience in a similar role and level of responsibility to the Project as are being proposed in section A-1 for the Key Individuals; and
3. Experience delivering under an Alternative Delivery Method.

B. DESIGN CAPABILITY AND EXPERIENCE – SUB-PACKAGE B

Sub-Package B will be used to evaluate the design capability and experience of the Respondent Team and Key Individuals for the design of DESs. The Respondent should provide the information requested in Sub-Package B as follows:

B-1 Experience

Page Limit: 3 per project

Submission Requirements

1. Using Form C-2 of Appendix C, the Respondent should submit two (2) reference projects from within the past 10 years from the closing date of the RFQ, demonstrating the Design Prime Member(s) CHCP design experience and two (2) reference projects demonstrating distribution network design experience. The same reference project(s) may be used to demonstrate both CHCP and distribution network design experience; however separate Forms C-2 are required to demonstrate each component.

Each reference project presented must have been carried out by one (1) of the Design Prime Members and that Design Prime Member must have been the Design Lead. The "Design Lead" is defined as the entity which assumed the responsibility and liability for the provision of all design services for a project.

Evaluation Criteria:

B-1.1 Comparability

Each reference project will be evaluated using Scale D-1 in Appendix D based on the degree to which it is comparable to the Project in terms of size, scope and complexity including the following:

1. Similar climate and jurisdiction.
2. Energy services provided, energy source and capacity of primary equipment and design such as:
 - i. reference projects that involve design of thermal energy generation, distribution and transfer of energy to customers, where systems serving multiple independent customers will be considered to be comparable; and/or,
 - ii. reference projects that involve design of district heating using LTHW and district cooling using chilled water technology.
3. Carried out as an Alternative Delivery Method.

B-1.2 Capability

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondents contribution in the reference projects clearly, comprehensively and collectively demonstrates the capability to:

1. Successfully integrate construction with availability, reliability and resiliency to existing customers;
2. Successfully integrate construction requirements with long-term operations, maintenance and lifecycle replacement requirements;
3. Develop design that provides system availability, reliability and resiliency to existing and future customers;
4. Develop energy efficient designs that also maximize equipment service life and operational workforce efficiency;
5. Provide value-added, innovative solutions to design and technical challenges;
6. Apply codes and standards associated with equipment, plant design, network design, installation and dealing with authorities (priority is given to Canadian experience);
7. Develop design for associated structures typically found in distribution network infrastructure including but not limited to tunnels, retaining walls, cut and fill trenches, buried structures including design for challenging ground conditions such as reclaimed land, landfill and soils exposed to freezing and thawing;
8. Develop design utilizing bonded pre-insulated piping systems for buried piping according to EN standards;
9. Design Steam to LTHW conversion for DES while operating and serving customers; and
10. Design ETS and chiller plant renewal.

B-2 Approach**Page Limit: 10****Submission Requirements**

1. The Respondent should describe its approach and methodology to design management and design delivery for the Project, highlighting subject matter expertise and relevant knowledge in designing DESs gained from the experience presented in B-1.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent's approach to DES design is clearly and comprehensively presented and well supported by lessons learned from reference projects presented in B-1. Furthermore, the elements presented in support of this criterion should collectively demonstrate that the proposed approach:

1. Is realistic, achievable and relates and responds to the challenges and opportunities of the Project;
2. Integrates construction, O&M Phase requirements, and customer service at the design phase;
3. Considers the number, size and use of serviced facilities and demonstrates an understanding of the importance of system redundancy;
4. Addresses sustainable design that effectively balances cost premiums with quality service and operational savings;
5. Implements sound quality management, control and assurance on its deliverables;
6. Addresses efficient and innovative design;
7. Addresses safety;
8. Takes into account obtaining necessary operating and environmental permits; and
9. Manages the design development process including consultations with Canada and other stakeholders.

B-3 Key Individuals**Page Limit: 3 per Key Individual****Submission Requirements**

1. Using Form C-6 of Appendix C, the Respondent should submit experience for the Key Individual(s) performing the following roles from within the past 10 years from the closing date of the RFQ, describing their overall experience and any specific experience relevant to the nature and scope of the Project:
 - a. Project/design manager;
 - b. Lead design mechanical engineer;
 - c. Lead design distribution engineer;
 - d. Lead design electrical engineer;
 - e. Quality manager; and
 - f. Commissioning lead.
2. For each Key Individual, the Respondant should provide a listing of current projects and provide details including percentage complete, planned completion date, and strategy for transitioning such Key Individual from that project to this Project.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which it demonstrates Key Individual’s experience and capability to:

- 1. Work in comparable project roles as proposed in section B-1 for the Key Individuals;
- 2. Work at a comparable level of responsibility as proposed in section B-1 for the Key Individuals;
- 3. Lead, manage, design and support quality outputs;
- 4. Deliver on comparable projects meaning design of thermal energy generation, distribution and transfer of energy to customers, converting steam based DESs to LTHW, and having a minimum capital value of \$30M;
- 5. Delivering under an Alternative Delivery Method; and
- 6. Be responsible for the entirety of the described role from initiation to completion.

C. CONSTRUCTION CAPABILITY AND EXPERIENCE – SUB-PACKAGE C

Sub-Package C will be used to evaluate the construction capability and experience of the Respondent Team and Key Individuals for the construction of DESs. The Respondent should provide the information requested in Sub-Package C as follows:

C-1 Experience	Page Limit: 3 per project
-----------------------	----------------------------------

Submission Requirements

- 1. Using Form C-3 of Appendix C, the Respondent should submit two (2) reference projects from within the past 10 years from the closing date of the RFQ, that demonstrate the Construction Prime Member(s) CHCP construction experience, and two (2) reference projects that demonstrate distribution network construction experience. The same reference project(s) may be used to demonstrate both CHCP and distribution network construction experience; however separate Forms C-3 are required to demonstrate each component.

Each reference project presented must have been carried out by one (1) of the Construction Prime Members and that Construction Prime Member must have been the Construction Lead. The “Construction Lead” is defined as the entity which assumed the responsibility and liability for the provision of all construction services for a project.

Evaluation Requirements

C-1.1 Comparability of the Project

Each reference project will be evaluated using Scale D-1 in Appendix D based on the degree to which they are comparable to the Project in size, scope and complexity including the following:

1. Similar climate and jurisdiction.
2. Energy services provided, energy source and capacity of primary equipment and design such as:
 - i. reference projects that involve modernization and construction of thermal energy generation, distribution and transfer of energy to customers, including multiple independent customers; or,
 - ii. reference projects which involve construction of district energy heating using LTHW and cooling using chilled water technology.
3. Carried out as an Alternative Delivery Method.

C-1.2 Capability

The Response will be evaluated using Scale D-2 in Appendix D based on the degree to which the Respondent clearly, comprehensively and collectively demonstrates DES construction experience of the Construction Prime Member(s).

Furthermore, elements presented in support of this criterion should collectively demonstrate the capability to:

1. Manage project schedule and budget including supply chain, project delivery logistics and on-site work;
2. Coordinate construction work to achieve integration between designers, constructors and operators;
3. Work in project areas subject to Canadian regulations, with the Canadian construction labour market, such as health and safety standards, required contractor permits and professional licenses;
4. Construct distribution networks in urban settings which includes managing construction in public right-of-ways, traffic control, coordination with utilities, communication and coordination with adjacent property stakeholders;
5. Construct associated structures typically found in distribution network infrastructure including but not limited to tunnels, retaining walls, cut and fill trenches, buried structures including construction for challenging ground conditions such as reclaimed land, landfill and soils exposed to freezing and thawing;
6. Construct major DES asset renewal in a brownfield environment;
7. Construct steam to LTHW conversion including planning/execution while operating and serving customers;

	<ol style="list-style-type: none"> 8. Develop effective construction approaches to account for environmental, ecological or cultural heritage factors; and 9. Construct utilizing bonded pre-insulated piping systems for buried piping according to EN standards.
C-2 Approach	Page Limit: 10
Submission Requirements	
<ol style="list-style-type: none"> 1. The Respondent should describe its approach and methodology to construction management and delivery for the Project, highlighting subject matter expertise and relevant knowledge in construction of DESs from within the past 10 years from the closing date of the RFQ. 	
Evaluation Criteria	
<p>The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent's approach to DES construction is clearly and comprehensively presented and well supported by lessons learned from reference projects presented in C-1. Furthermore, the elements presented in support of this criterion should collectively demonstrate that the proposed approach:</p> <ol style="list-style-type: none"> 1. Is realistic, achievable and relates and responds to the challenges and opportunities of the Project; 2. Addresses efficient and innovative construction methods; 3. Offers quality works, service and cost effective long-term solutions benefiting operations; 4. Addresses delivery of multi-disciplinary construction services on schedule and on budget; 5. Addresses how unforeseen conditions will be managed; 6. Effectively responds to environmental issues including environmental permits; 7. Addresses delivery of construction services in and on an operational site; 8. Effectively addresses construction staging understanding that at all times during construction, uninterrupted service must remain to customers served by the Existing Infrastructure; 9. Addresses comprehensive quality control management and reporting; and 10. Includes thorough workplace health and safety protocols. 	
C-3 Key Individuals	Page Limit: 3 per Key Individual
Submission Requirements	
<p>Using Form C-6 of Appendix C, the Respondent should submit experience for the Key Individual(s) performing the following roles from within the past 10 years from the closing date of the RFQ, describing their overall experience and any specific experience relevant to the nature and scope of the Project:</p> <ol style="list-style-type: none"> 1. Construction Manager – CHCPs (responsible for overall coordination of construction activities in the field); 2. Construction Manager – distribution networks (responsible for overall coordination of construction activities in the field); 3. Project Manager (responsible for overall office and field management of the construction project); 	

4. Quality Manager (responsible for monitoring programs that ensure field construction is performed as per the plans and specifications); and
5. Safety Officer (Responsible for monitoring programs to ensure construction activities are performed safely).

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which it demonstrates Key Individual's capability to:

1. Work in comparable project roles as proposed in section C-1 for the Key Individuals;
2. Work at a comparable level of responsibility as proposed in section C-1 for the Key Individuals;
3. Lead, manage, construct and support quality outputs;
4. Deliver on comparable projects meaning construction of thermal energy generation, distribution and transfer system, projects involving central plants, tunnels, direct buried networks, LTHW systems and piping systems;
5. Delivering under an Alternative Delivery Method; and
6. The Key Individual was responsible for the entirety of the described role from initiation to completion.

D. OPERATIONS AND MAINTENANCE CAPABILITY AND EXPERIENCE – SUB-PACKAGE D

Sub-Package D will be used to evaluate the operations and maintenance (O&M) capability and experience of the Respondent Team and Key Individuals for the O&M of DESs. The Respondent should provide the information requested in Sub-Package D as follows:

D-1. Experience

Page Limit: 3 per project

Submission Requirements

Using Form C-4 of Appendix C, the Respondent should submit three (3) reference projects, from within the past 10 years from the closing date of the RFQ, collectively demonstrating the O&M Prime Member(s) DES O&M experience.

The Respondent should submit at least one (1) reference project demonstrating the O&M Prime Member(s) CHCP O&M experience and one (1) reference project demonstrating distribution network O&M experience.

The same reference project(s) may be used to demonstrate both CHCP and distribution network construction experience; however separate Forms C-3 should be used to demonstrate each component.

Each reference project presented must have been carried out by one (1) of the O&M Prime Members and that O&M Prime Member must have been the O&M Lead. The "O&M Lead" is defined as the entity which assumed the responsibility and liability for the provision of all O&M services for a project.

Evaluation Criteria

D-1.1 Comparability

Each reference project will be evaluated using Scale D-1 of Appendix D on the degree to which it is comparable to the Project with respect to size, scale and complexity including the following:

1. Climate and jurisdiction;
2. Energy services provided, energy source and capacity of primary equipment and design such as:
 - i. reference projects that involve operation of thermal energy generation, distribution and transfer of energy to customers, including multiple independent customers
 - ii. reference projects which involve supplying thermal heating (steam and LTHW) and cooling (chilled water) to multiple buildings;
3. Carried out as an Alternative Delivery Method.

D-1.2 Capability

The Response will be evaluated using Scale D-2 of Appendix D based on the degree to which the Respondent clearly, comprehensively and collectively demonstrates DES O&M experience.

Furthermore, elements presented in support of this criterion should collectively demonstrate the capability to:

1. Assume operations of existing assets (including steam systems) and the liabilities associated with their performance;
2. Perform O&M duties on a DES using LTHW technology;
3. Perform O&M on a long-term basis for a DES (heating and cooling), encompassing overall management of services required for their safe functioning, including infrastructure/equipment management, monitoring and inspection of infrastructure/equipment, strategic planning of routine maintenance works and lifecycle works and seasonal maintenance;
4. Plan, develop and implement services during the O&M Phase with a focus on meeting service levels, quality, stakeholder, health, safety and environmental requirements;
5. Plan and implement multi-year lifecycle replacement and service management system plans and network monitoring programs (in consultation with project sponsors, users and regulatory agencies) while taking into account end-of-term considerations for asset condition and transfer while managing scheduled and non-scheduled rehabilitation of DES components;

	<ol style="list-style-type: none"> 6. Deliver routine event detection and user support services and developing emergency response plans related to incidents and threats such as, fires, human action, truck collision, and natural events such as extreme winds, floods, earthquakes; 7. Implement metering and data collection, and building customer service experience on comparable projects meaning operation and maintenance of thermal energy generation, distribution and transfer of energy to customers, projects involving central plants, tunnels, direct buried networks, LTHW systems and piping systems; 8. Manage continual growth in adding new customers (expansion); 9. Adapt O&M services to suit new alternative thermal energy generation technologies (such as biomass); 10. Perform modernization and modifications resulting in improvements in efficiency, reliability, environmental impact and economic performance of the facilities; and 11. Perform fuel procurement and management of fuel and energy source dispatch processes to reduce energy and fuel costs for DES.
--	---

D-2 Approach

Page Limit: 10

Submission Requirements

1. The Respondent should describe its approach and methodology to O&M for the Project, highlighting subject matter expertise and relevant knowledge in O&M of DESs including suggested approach and methodology to metering, billing and customer service.

Evaluation Criteria:

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent's approach to DES O&M is clearly and comprehensively presented and well supported by lessons learned from reference projects presented in D-1. Furthermore, the elements presented in support of this criterion should collectively demonstrate that the proposed approach:

1. Is realistic, achievable and relates and responds to the challenges and opportunities of the Project;
2. Responds to the challenges and opportunities communicating and maintaining relationships with regulatory officials, utility entities and other stakeholders;
3. Addresses reliability of service, employee health and safety, public safety, environmental management and quality control;
4. Addresses metering, billing and customer service including and cost effective, practical and sustainable solutions;
5. Addresses how heating and cooling services will be maintained during the conversion from steam to LTHW;
6. Addresses O&M processes to achieve lowest lifecycle costs for capital equipment;
7. Addresses efficient and innovative approaches to O&M;
8. Addresses fuel and energy procurement and dispatch processes that results in stable and economical cost of services for the district energy customers;
9. Can successfully promote and accommodate growth to new customers (expansion);
10. Can successfully adapt O&M services to suit new alternative thermal energy generation technologies (such as biomass); and
11. Addresses maintaining and operating the ETS including communication programs and services to assist the customer with their side of the ETS.

D-3 Key Individuals

Page Limit: 3 pages per Key Individual

Submission Requirements

1. Using Form C-6 of Appendix C, the Respondent should submit experience for the Key Individual(s) performing the following roles from within the past 10 years from the closing date of the RFQ, describing their overall experience and any specific experience relevant to the nature and scope of the Project:
 - a. Plant General Manager (responsible for all business and contractual-related activities of the DES);
 - b. Operations Manager (responsible for the day-to-day delivery of thermal energy);
 - c. Customer Service Manager (Responsible for the interface between system and approximately 85 customer buildings); and
 - d. Environmental Health and Safety Manager (responsible for ensuring adherence to safe and environmentally responsible operational practices).

Evaluation Criteria:

The Response will be evaluated using Scale D-2 of Appendix D on the degree to which it demonstrates Key Individual's capability considering the following:

1. Work in comparable project roles as proposed in section D-1 for the Key Individuals;
2. Work at a comparable level of responsibility as proposed in section D-1 for the Key Individuals;
3. Lead, manage, operate while supporting a safe work environment and support quality outputs;
4. Operating comparable projects meaning DESs including steam and LTHW systems and chilled water systems and maintaining systems for a third-party owner;
5. Works within a regime of performance indicators linked to O&M services to achieve clearly defined service levels;
6. Delivering under pay for performance contracts including Alternative Delivery Method;
7. The Key Individual was responsible for the described role during active construction; and
8. Work with key safety parameters and the development and implementation of safety systems.

E. FINANCIAL CAPABILITY AND EXPERIENCE – SUB-PACKAGE E

Sub-Package E will be used to evaluate the financial capability and experience of the Respondent Team and Key Individuals. The Respondent should provide the information requested in Sub-Package E as follows:

E-1 Financial Capability

Page Limit: N/A

Submission Requirements

For all Prime Members and Equity Members, the Respondent should submit the following:

1. Copies of audited financial statements for each of the last three (3) years;
2. Copies of interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent year for which audited statements are provided;
3. Details of any material off balance sheet financial arrangements currently in place;
4. Where applicable, Form C-7 confirming the parent company's intention to participate as the Equity Member's or Prime Member's Guarantor for the Project;
5. Details of any credit rating, or confirmation that no such rating exists, including any downgrades of credit rating in last five years;
6. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statement provided;
7. Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation in excess of \$25 million, or other insolvency proceeding in the last three (3) financial years, plus the current year;
8. Additional financial information, if any, that in the Respondent's view will demonstrate to Canada that the Equity Members and Prime Members have sufficient financial standing, capacity and resources to carry out their respective roles on the Project;
9. A description of other financing commitments and/or future contingent financing commitments that are anticipated to arise over the Design and Construction Phase and could impact on their financial capacity in the context of the Project; and

10. Descriptions of any future anticipated change in ownership or financing structures or organization, or any renewals or refinancing of existing material financing sources or credit facilities, or any potentially restrictive existing banking covenants and any other pertinent information to adequately evidence the Equity Members' and Prime Members' financial capacity to undertake the Project.

Evaluation Criteria

The Response will be evaluated based on a pass/fail evaluation and rated evaluation of the Equity Members' and Prime Members' financial capacity to carry out the design, construction, financing, O&M of the Project:

1. Pass/fail evaluation: based on the following financial parameters and ratios (average of the last three (3) financial years):

	Equity Member	Design Prime Member	Construction Prime Member	O&M Prime Member
Revenue*	N/A	\$180 Million	\$480 Million	\$150 Million
Liquidity*	\$60 Million	N/A	N/A	N/A

* Revenue and Liquidity will be evaluated for each discipline based on the total proportionate capacity of the Equity Members and Prime Members that participate in such discipline. Should the Respondent have more than one Equity Member and Prime Member for each discipline (design, construction, operations, and maintenance) the evaluation will be based on each Equity Member's and Prime Member's proportional participation in each discipline.

2. Rated evaluation:

Using the information provided, the financial capacity of the Equity Members' and Prime Members' to carry out the design, construction, financing, operation and maintenance of the Project will be evaluated using Scale D-4 in Appendix D and considering the following:

- > the average score of the financial metrics/ratios identified in Scale D-3 in Appendix D;
- > the trends in the financial metrics/ratios over the three year period provided;
- > an assessment of the risks associated with any material events such as change in ownership or financing structures or organization, or any renewals or refinancing of existing material financing sources or credit facilities that may affect the entity's financial standing;
- > an assessment of the risks associated with any bankruptcy, insolvency, company creditor arrangement or other major litigation in excess of \$25 million, or other insolvency proceeding that may affect the entity's financial standing; and
- > the risks associated with the Prime Member's and Equity Member's credit history.

E-2 Financing Approach**Page Limit: 8****Submission Requirements**

1. The Respondent should describe the Financing Lead Member's proposed approach for financing the Project (financing plan). The financing plan should highlight anticipated Project-specific financing risks and challenges and describe how they will be mitigated.

The financing plan should provide Canada with an understanding of the Respondent's planned approach to the following:

1. Management, organization and coordination of the financing;
2. Anticipated financing structure and rationale;
3. Sourcing the required financing, identify all anticipated sources of equity funding if any (for example banks, insurance companies, pension funds, private equity funds, construction companies and facilities management providers) and their anticipated involvement (approximate, in percentage terms);
4. Any potential role of a financial advisor in arranging financing and their intended approach to achieving financial close;
5. Any intended approaches to innovative financing transaction structures to achieve added value for money;
6. Any specifically contemplated alternatives to the Respondent's financing plan; and
7. Obtaining of approvals and commitments for financing the Project.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent demonstrates its understanding of the Project's financing requirements, in particular:

1. Appropriateness given Project characteristics and ability to demonstrate raising the required funding;
2. Ability to adapt to unexpected events which could cause delays and costs overruns;
3. Project-specific approach that delivers high certainty that it can source and close the necessary financing for the Project;
4. Ability to mitigate risks;
5. Ability to offer an innovative cost effective approach to financing the Project; and
6. A clear and realistic plan taking into account the current financing market conditions.

E-3 Financing Experience**Page Limit: 3 per project****Submission Requirements**

Using Form C-5 of Appendix C, the Respondent should submit three (3) reference projects from within the past 10 years from the closing date of the RFQ in which the Financing Lead Member(s) successfully raised corporate or project financing for other reference projects.

The reference projects presented should be considered relevant to the Project's requirements and have reached financial close. At least one (1) of the reference projects should have construction financing and at least one (1) should have financing which extended into the operating period of the project.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Respondent demonstrates experience required for the Project, in particular:

1. Reference projects demonstrate similar risk allocation profiles to the Project specifically in regards to design, build, finance, operate and maintain;
2. Reference projects demonstrate a similar financing size and structure;
3. Reference projects are financed through non-recourse financing or limited recourse financing; and
4. Reference projects are related to the financing of projects of similar financing size and structure.

E-4 Key Individuals

Page Limit: 3 per Key Individual

Submission Requirements

Using Form C-6 of Appendix C, the Respondent should submit experience for a maximum of three (3) Project Key Individuals from the Financing Lead Member describing their experience from within the past 10 years from the closing date of the RFQ, implementing financing comparable to that of the Project and any specific experience relevant to the nature and scope of the Project.

Evaluation Criteria

The Response will be evaluated using Scale D-2 in Appendix D on the degree to which the Financing Lead Members demonstrate successful implementation of reference project financing, in particular:

1. Involvement of the Respondent's Key Individual in arranging the financing in the reference projects;
2. Degree to which reference projects demonstrate similar risk allocation profiles to the Project; and
3. Reference projects demonstrate a similar financing size and structure: at least short-term debt financing to the project.

E-5 Ability to Secure Guarantees (bonds or letter of credit) and Obtain Insurance

Page Limit: N/A

Submission Requirements

Construction Prime Members and O&M Prime Members should describe their ability to obtain letters of credits and performance and labour and material bonds, sufficient to meet Canada's estimated requirements. If available, Construction and O&M Prime Members can provide:

- > Performance, labour and material bonds: reference letter from bonding company; or,
- > Letters of credit: Reference letter from a financial Institution.

If reference letters are provided, they must be from either a Financial Institution or a bonding company acceptable to Canada as identified in Treasury Board Appendix L (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#apPL>).

Canada's Estimated Requirements:

Construction Prime Members:

- > Letters of credit for the Project totalling at least \$50 million;
or
- > performance bonds totaling at least \$250 million; and
- > labour and material bonds totaling at least \$250 million.

O&M Prime Members:

- > Letters of credit for the Project totalling at least \$15 million; and
- > renewable performance bonds totaling at least \$15 million.

Should a combination of letters of credit and bonds be chosen, the Response must use an equivalence factor of 1 to 10 for the letter of credit (e.g. a \$1 million letter of credit will be equivalent to performance or labour and material bonds in the amount of \$10 million each).

The value of guarantees from individual Construction Prime Members and O&M Prime Members can be aggregated to obtain the required total.

Canada's Estimated Requirements should not be interpreted as the guarantee requirements for the Project. Such requirements are only general guidelines establishing the intention of Canada. Canada reserves the right to modify such requirements in the RFP.

Evaluation Criteria

The Response will be evaluated using scale D-2 in Appendix D on the degree to which Construction Prime Members and O&M Prime Members demonstrate that the proposed approach is realistic, achievable and has sufficient capacity to meet the Estimated Requirements.

FORM C-1 – TEAM PARTNERING PROJECT EXPERIENCE

- a. Project name, name of the client;
- b. Location of project (City, Province/State, Country);
- c. Name of Prime Member(s), relationships, and roles in the referenced project, and how these roles are similar to the Project;
- d. Key Individual names and Team Member organization, their respective roles in the referenced project, and how these roles are similar to the Project;
- e. Project delivery type/procurement model (e.g. conventional or Alternative Delivery Method);
- f. Project description including type of facility, size of project (area) and design and total contract values (in Canadian dollars), energy services provided, energy source and capacity of primary equipment;
- g. Relevance to the Project by providing a description and demonstrating how it is comparable to the Project described in the RFQ;
- h. The period of work and the status of project (e.g. in design, under construction, or in operation) and the number of years the project has been in operation (if applicable):
- i. Description of the success factors related to teaming, which may include lessons learned, synergies forged, measurable benefits to the client, and how this will be applied to the Project;
- j. Key challenges and solutions implemented;
- k. Client contact information including client business and operating name, contact name, title, location, phone number and e-mail address; and
- l. Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this experience.

FORM C-2 – DESIGN TEAM PROJECT EXPERIENCE

- a. Project name, name of the client and names of the Design Prime Member(s) involved in the project;
- b. Location of project (City, Province/State, Country);
- c. Project Capital Cost (original and final, including a brief description of any variance between the two) and design and total contract values (in Canadian dollars);
- d. Date the design was completed and current status of the project;
- e. Project delivery type/procurement model (e.g. conventional or Alternative Delivery Method);
- f. Project description demonstrating how it is of a similar size, scope and complexity to the Project including type of facility, size of project (area), energy services provided, energy source and capacity of primary equipment and design, construction, O&M and total contract values (in Canadian dollars);
- g. Relevance to the Project by providing a description of the design services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ;
- h. Design Prime Member's role in the project design execution, value of the work performed and a description of any limitations on the scope of the design services;
- i. Project schedule (original and actual, including a brief explanation of any variance between the two) detailing when the design services were provided;
- j. Key challenges and solutions implemented and description of the success factors, lessons learned and measurable benefits to the client;
- k. Coordination of design implementation with the constructor and operator;
- l. Unique aspects including, value-added, innovative solutions in areas such as energy efficiency, service life, environmental management, environmental compliance monitoring, endangered species, wetlands, fisheries mitigation measures, sustainability, etc.;
- m. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and e-mail address; and
- n. Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this project experience.

FORM C-3 – CONSTRUCTION TEAM PROJECT EXPERIENCE

- a. Project name, name of the client and names of the Construction Prime Member(s) involved in the project;
- b. Location of project (City, Province/State, Country);
- c. Date completed or status of project;
- d. Project delivery type/procurement model (i.e. conventional or Alternative Delivery Method);
- e. Project Description demonstrating how it is of a similar size, scope and complexity to the Project including type of facility, size of project (area), energy services provided, energy source and capacity of primary equipment and design, construction, O&M and total contract values (in Canadian dollars);
- f. Relevance to the Project by providing a description of the construction services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ;
- g. Construction Prime Member's role in the project construction execution, value of the work performed and a description of any limitations on the scope of the construction services;
- h. Project schedule (original and actual, including a brief explanation of any variance between the two) detailing when the construction services were provided;
- i. Project capital cost (original and final, including a brief description of any variance between the two);
- j. Key challenges and solutions implemented and description of the success factors, lessons learned and measurable benefits to the client;
- k. Integration with designers during construction work;
- l. Unique aspects such as environmental management, environmental compliance monitoring, endangered species, wetlands, fisheries mitigation measures, sustainability, etc.;
- m. Established health and safety protocols and safety performance records on the project; and
- n. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and e-mail address.

FORM C-4 – OPERATIONS AND MAINTENANCE (O&M) TEAM PROJECT EXPERIENCE

- a. Project name, name of the client and names of the O&M Prime Members involved in the project;
- b. Location of project (City, Province/State, Country);
- c. Date of commencement, length of contract, and date completed or current status of services provided;
- d. Project delivery type/procurement model (i.e. conventional or Alternative Delivery Method);
- e. Project description demonstrating how it is of a similar size, scope and complexity to the Project including type of facility, size of project (area), energy services provided, energy source and capacity of primary equipment and design, construction, O&M and total contract values (in Canadian dollars);
- f. Relevance to the Project (e.g. lifecycle, innovation) by providing a description of the O&M services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ;
- g. O&M Prime Member's role in the project O&M execution, value of the work performed including a description of the scope of maintenance and lifecycle replacement services, scope of environmental monitoring & compliance monitoring programs, end-of-term considerations for asset handback and a description of any limitations on the scope of the O&M services;
- h. Description of any performance regime linked to the payment mechanism of the project;
- i. Key challenges and solutions implemented and description of the success factors, lessons learned and measurable benefits to the client; and
- j. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and e-mail address.

FORM C-5 – FINANCING TEAM PROJECT EXPERIENCE

- a. Project name, name of the client and names of the Finance Prime Members involved in the project;
- b. Location of project (City, Province/State, Country);
- c. Date of financial close and construction period;
- d. Project delivery type/procurement model (i.e. conventional or Alternative Delivery Method);
- e. Project description including type of assets financed, type and amount of financing raised (including the term, financial instruments used, capital structure, any innovations or variations from the normal financing) and project capital cost in nominal dollars and total project cost in present value dollars;
- f. Relevance to the Project by providing a description of financing services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ;
- g. Finance Prime Member's role (and the role of the mandated lead arranger and other significant participants) in providing, arranging, or securing financing for the project (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful);
- h. Summary of the amounts and types of financing raised (including the risk capital contributed), and disclosure of any incidents of default;
- i. Summary of the performance security (e.g., performance bonds, letters of credit, etc.) raised by the relevant consortia members;
- j. Key challenges and solutions implemented and description of the success factors, lessons learned and measurable benefits to the client; and
- k. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and e-mail address.

FORM C-6 – KEY INDIVIDUAL EXPERIENCE

- a. Name of Key Individual, all professional designations and employing Team Member;
- b. Key Individual's role in Project;
- c. Key Individual experience;
- d. Selected past project(s):
 - i. Project name and name of the client;
 - ii. Key Individual's role and responsibilities in the past project;
 - iii. Project description including type of facility, size of project (area), and design, construction, O&M and total contract values (in Canadian dollars);
 - iv. Project delivery type/procurement model (i.e. conventional or Alternative Delivery Method);
 - v. Relevance of past project experience the Project - description of the Key Individual's role and level of responsibility and the degree of success of their performance;
 - vi. Demonstration of how the role and responsibilities are of a similar nature and scope to the Project; and
 - vii. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and e-mail address.
- e. For each Key Individual, provide a listing of current projects and provide details including percentage complete, planned completion date, and strategy for transitioning such Key Individual from that project to this Project.

FORM C-7 - SUPPORT LETTER (GUARANTOR/SUPPORTING ENTITY OF EQUITY OR PRIME MEMBER)

[Date]

[bid receiving unit address]

Attention: [Canada Contact Person]

Re: Request for Qualifications Energy Services Acquisition Program, Energy Service Modernization

Capitalized terms used in this letter and not otherwise defined herein have the same meaning as set out in the RFQ.

The undersigned provide(s) this letter in support of the Response submitted by **[insert name of Respondent]** (the "**Respondent**") in response to the RFQ issued by Canada on **[date]**, as amended, in relation to the Project.

1. We are the Parent Company of **[insert name of Prime Member]** (the "**Prime Member**"/"**Equity Member**") and confirm our intent to provide the following Guarantee(s) in relation to the Prime Member's/Equity Member's participation in the Project:
 - a. **[insert description of the scope of each Guarantee and/or support and how the Guarantee and/or support will work in practice if called upon];**
 - b. **[insert description of the proposed level of the guarantee and/or the support];** and
 - c. **[insert duration of the Guarantee and/or support].**
2. We are a **[insert form of entity i.e. corporation/limited partnership]** organised pursuant to the laws of **[insert jurisdiction]**, having our head office at **[insert address]** and bearing the following unique identification number **[insert number]**.

Yours truly,

[name of Guarantor / Supporting Entity of the Prime Member/Equity Member]

Per: _____

[Name of authorised representative]

(duly authorised)

APPENDIX D – APPLICABLE SCALES FOR RATED EVALUATION CRITERIA

1. Scoring Methodology

- 1.1. Scoring of RFQ Responses will be based on the following methodology:
- For each Rated Evaluation Criterion, the Response ratings will be converted into weighted scores using the following formula:

$$\text{Weighted Score} = \frac{\text{Evaluation Criterion Rating}}{\text{Maximum Scale Rating}} \times \text{Weighting Factor of the Evaluation Criterion}$$

- Total score for an RFQ Response will be the sum of weighted scores for all Rated Evaluation Criteria.

2. For the purposes of this RFQ:

- 2.1. **Strength** means an aspect that demonstrates comparability or has merit or exceeds specified capability requirements in a way that will be advantageous to the Project.
- 2.2. **Weakness** means a failure to fully demonstrate comparability or a failure to demonstrate capability to meet a requirement.

3. For each Rated Evaluation Criterion, Respondents will be rated in accordance with the following scales:

Scale D-1 Reference Project Comparability	
Rating	Description
Outstanding (5)	The reference project presented exceeds the expectations of comparability to the Project as required by the criteria. No Weaknesses or any Weaknesses are far outweighed by Strengths.
Very Good (4-<5)	The reference project presented is highly comparable to the Project as required by the criteria. Any Weaknesses are far outweighed by Strengths.
Good (3-<4)	The reference project presented is comparable to the Project in most aspects as required by the criteria. Weaknesses are offset by Strengths.
Acceptable (2-<3)	The reference project presented is somewhat comparable to the Project in most aspects as required by the criteria. Weaknesses are not offset by Strengths.
Poor (1-<2)	The reference project presented has limited comparability to the Project in few aspects as required by the criteria. Significant Weaknesses are not offset by Strengths.
Unacceptable (0-<1)	The reference project is not comparable in any aspects required by the criteria.

Scale D-2 – Capability, Approach, and Key Individuals

Rating	Description
Outstanding (5)	The Response demonstrates that the Respondent exceeds all of the criteria with no Weaknesses or any Weaknesses are far outweighed by Strengths. The Respondent demonstrates an excellent level of capability and an approach and/or experience that is highly relevant to the Project.
Very Well Addressed (4-<5)	The Response demonstrates that the Respondent meets all of the criteria with no Weaknesses that are not offset by Strengths. The Respondent demonstrates very good capability and an approach and/or experience that is very relevant to the Project.
Well Addressed (3-<4)	The Response demonstrates that the Respondent meets most of the criteria with a few Weaknesses that are not offset by Strengths. The Respondent demonstrates good capability and an approach and/or experience that is relevant to the Project.
Satisfactorily Addressed (2-<3)	The Response demonstrates that the Respondent meets some of the criteria with a moderate level of Weaknesses that are not offset by Strengths. The Respondent demonstrates acceptable capability and an approach and/or experience of adequate relevance to the Project.
Partially Addressed (1-<2)	The Response does not demonstrate that the Respondent meets most of the criteria due to a significant level of Weaknesses that are not offset by Strengths. The Respondent demonstrates little capability and an approach and/or experience of little relevance to the Project.
Unacceptable (0-<1)	No information provided or the Response does not address the RFQ requirement. The Response does not demonstrate that the Respondent meets the criteria due to a significant level of Weaknesses that are not offset by Strengths. The Respondent demonstrates little or no capability and an approach and/or experience of little or no relevance to Project.

Scale D-3 – Financial Metric/Ratios

Construction Prime Members	
Revenues	
Rating	Description
1	Under CAD\$240M
2	Between CAD\$240M and CAD\$480M
3	Between CAD\$480M and CAD\$720M
4	Over CAD\$720M
Total Net Assets	
Rating	Description
1	Under CAD\$300M
2	Between CAD\$300M and CAD\$1,200M
3	Between CAD\$1,200M and CAD\$1,800M
4	Over CAD\$1,800M

Gross Margin	
Rating	Description
1	Under 10%
2	Between 10% and 20%
3	Between 20%and 30%
4	Over 30%
Leverage (Total Liabilities / Total Assets)	
Rating	Description
1	Over 90%
2	Between 90% and 75%
3	Between 75%and 60%
4	Under 60%
Interest Expense Coverage Ratio	
Rating	Description
1	Under 1.0x
2	Between 1.0x and 1.5x
3	Between 1.5x and 2.0x
4	Over 2.0x
Design Prime Members	
Revenues	
Rating	Description
1	Under CAD\$120M
2	Between CAD\$120M and CAD\$180M
3	Between CAD\$180M and CAD\$240M
4	Over CAD\$240M
Gross Margin	
Rating	Description
1	Under 10%
2	Between 10% and 25%
3	Between 25% and 40%
4	Over 40%
Leverage (Total Liabilities / Total Assets)	
Rating	Description
1	Over 90%
2	Between 90% and 75%
3	Between 75% and 60%
4	Under 60%

Interest Expense Coverage Ratio	
Rating	Description
1	Under 1.0x
2	Between 1.0x and 1.5x
3	Between 1.5x and 2.0x
4	Over 2.0x
O&M Prime Members	
Revenues	
Rating	Description
1	Under CAD\$100M
2	Between CAD\$100M and CAD\$150M
3	Between CAD\$150M and CAD\$200M
4	Over CAD\$200M
Gross Margin	
Rating	Description
1	Under 20%
2	Between 20% and 40%
3	Between 40% and 60%
4	Over 60%
Leverage (Total Liabilities / Total Assets)	
Rating	Description
1	Over 85%
2	Between 85% and 65%
3	Between 65% and 45%
4	Under 45%
Interest Expense Coverage Ratio	
Rating	Description
1	Under 1.0x
2	Between 1.0x and 1.5x
3	Between 1.5x and 2.0x
4	Over 2.0x

The Respondent's points for each discipline will be calculated using the weighted average points of its individual Equity Members and Prime Members based on each one's proportional participation in that discipline.

Scale D-4 Financial Capability						
Financial Metrics / Ratios Average Score Brackets						
	1	2	3	4	5	6
	(1.00-1.50)	(1.51-2.00)	(2.01-2.50)	(2.51-3.00)	(3.01-3.50)	(3.51-4.00)
Baseline Points	0	1.00	2.00	3.00	4.00	5.00

Baseline Points Risk Adjustments:

- > Risk to financial capability perceived to be Low – No adjustment.
- > Risk to financial capability perceived to be Medium – Move down by one (1) bracket, e.g. if a Prime Member's Average Score was calculated to be in bracket 5, the score would be moved down by one bracket to bracket 4 and 3.00 (three) points would be assigned.
- > Risk to financial capability perceived to be High - Move down by three (3) brackets, e.g. if a Prime Member's Average Score was calculated to be in bracket 5, the score would be moved down by three brackets to bracket 2 and 1.00 (one) point would be assigned.
- > Bracket movements to bracket 1 or less are assigned 0 (zero) points.
- > The Respondent's overall Financial Capability score will be a weighted average of the points calculated for each discipline, using the following weights:

Discipline	Weight
Construction	45%
Design	10%
O&M	45%
Total	100%

APPENDIX E – RFQ STANDARD INSTRUCTIONS

1. Interpretation

- 1.1. In this RFQ, except to the extent the context or the express provisions of this RFQ otherwise require, any capitalized word or term not otherwise defined in the RFQ Standard Instructions has the meaning set out for it in Appendix A.

2. Entire Requirement

- 2.1. This RFQ contains all applicable requirements for submitting a Response. Any other information or documentation provided to or obtained by a Respondent from any source is not relevant unless issued by the Procurement Authority in accordance with the terms and conditions of this RFQ.
- 2.2. Respondents should not assume that practices used under previous contracts with Canada would continue, unless expressly included in this RFQ. Respondents should also not assume that their existing capabilities meet the requirements of this RFQ simply because they have met previous requirements under any other prior RFQ or similar document issued by the Procurement Authority.
- 2.3. Each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.
- 2.4. Addenda
 - 2.4.1. Canada may, in its absolute discretion, amend or clarify the terms or contents of this RFQ at any time before the RFQ Response Submission Deadline by issuing a written Addendum and posting it on Buyandsell.gc.ca. Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including any responses to Respondent enquiries submitted pursuant to Section 2.5 of the body of this RFQ, will in any way amend or clarify this RFQ. Only the Canada Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of Canada is authorized to amend or clarify this RFQ.
 - 2.4.2. Each Respondent is responsible for ensuring that it has received all Addenda and is advised to check Buyandsell.gc.ca or Addenda regularly and up to the Response Submission Deadline.

3. Applicable Laws

- 3.1. This RFQ will be governed by the laws applicable in the Province of Ontario, including applicable federal laws ("Laws").

4. Priority of Documents

- 4.1. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
 - a. any Addendum issued prior to RFQ Response Submission Deadline;
 - b. the RFQ; and
 - c. Responses.
- 4.2. In the event of any conflict, discrepancy or inconsistency between two Addenda, the most recent Addendum shall prevail.
- 4.3. In the event of any conflict, discrepancy or inconsistency between a provision of general application and a specific provision that has been tailored or created for purposes of this Project, the latter shall prevail.

5. No Assignment

- 5.1. A Respondent cannot assign its rights in its Response. If any assignment is made the Response will be rejected.

6. Rights of the Procurement Authority

- 6.1. Canada reserves the right to do any/or all of the following without liability to Canada:
 - 6.1.1. reject any or all Responses received in response to the RFQ pursuant to Section 9, Section 10, Section 12, Section 13, Section 14, Section 15, Section 16, or Section 20 of this Appendix;
 - 6.1.2. reject the Response if the Respondent assigns or transfers its rights in its Response;
 - 6.1.3. cancel or defer the RFQ or the Project at any time;
 - 6.1.4. reissue the same RFQ or a different request for qualifications document in relation to the Project;
 - 6.1.5. if less than three (3) compliant Responses are received and the requirements are not substantially modified, reissue the RFQ by inviting only the Respondents to resubmit Responses within a period designated by the Procurement Authority;
 - 6.1.6. change the dates, deadlines, process and requirements described in this RFQ;
 - 6.1.7. accept or reject any or all of the Responses; and
 - 6.1.8. change the limits, scope and details of the Project.

7. Disclosure

- 7.1. Each Respondent hereby agrees that the Procurement Authority can inform the general public of the Equity Members and Prime Members of such Respondent's Team. Each Respondent also hereby agrees that the Procurement Authority can inform the general public of the identity of the Qualified Respondents.

8. Submission of Responses

- 8.1. It is the Respondent's sole responsibility to:
 - 8.1.1. obtain clarification of the requirements contained in the RFQ, if necessary, before submitting a Response;
 - 8.1.2. prepare its Response in accordance with the instructions contained in the RFQ;
 - 8.1.3. submit a Response before the RFQ Response Submission Deadline at the Delivery Address;
 - 8.1.4. ensure that the Respondent's name, return address, the RFQ number, and RFQ Response Submission Deadline are clearly visible on the envelope or the parcel(s) containing the RFQ Response; and
 - 8.1.5. provide a comprehensible and sufficiently detailed Response, including all forms and certifications with the requested detail, that will permit a complete evaluation in accordance with the Evaluation Criteria.
- 8.2. Responses and documentation in support of Responses must be submitted in either English or French.
- 8.3. Responses received before the stipulated RFQ Response Submission Deadline will become the property of Canada including intellectual property rights and will not be returned. All Responses will be treated as confidential, subject to section 7 of Appendix E – RFQ Standard Instructions, as well as the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).
- 8.4. Unless specified otherwise in this RFQ, Canada will evaluate only the documentation provided with a Response. Canada will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Response.

9. Late RFQ Responses

- 9.1. Canada will return Responses delivered after the RFQ Response Submission Deadline unopened to the Respondent(s).

10. Rejection of Responses

- 10.1. Without limiting any other provision of this RFQ, Canada may, at its sole discretion, disqualify a Response:
 - 10.1.1. if the Respondent or a Respondent Team Member has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with PWGSC's performance review procedures, found at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>;
 - 10.1.2. if the Respondent's bidding privileges are suspended or are in the process of being suspended by Canada;
 - 10.1.3. if the bidding privileges of any member of the Respondent Team are suspended or are in the process of being suspended by Canada, which suspension or pending suspension would render that member of the Respondent Team ineligible to bid on the Project or the portion of the Project that it is to perform;
 - 10.1.4. if the Respondent, an Equity Member or a Prime Member is bankrupt, in any bankruptcy, insolvency, company credit arrangement or other insolvency proceedings or where for whatever reason, its activities are rendered inoperable for an extended period;
 - 10.1.5. if evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent, a member of the Respondent Team or any of their respective representatives;
 - 10.1.6. if evidence satisfactory to Canada that based on past conduct or behavior the Respondent, or any member of the Respondent Team, is unsuitable or has conducted itself improperly; or
 - 10.1.7. With respect to current or prior transactions with Canada if:
 - 10.1.7.1. Canada has exercised, or intends to exercise, the contractual remedy of taking the work away from the Respondent or a member of the Respondent Team pursuant to any contract previously entered into with Canada; or
 - 10.1.7.2. Canada determines that the Respondent's or a member of the Respondent Team's performance on other contracts with Canada is sufficiently poor to jeopardize the successful completion of the Project.
- 10.2. Where Canada intends to reject a Response pursuant to this Section 10, Canada will so inform the Respondent and provide the Respondent ten (10) Business Days within which to respond to the circumstances which Canada is relying on to reject the Response.

11. Response Costs

- 11.1. No payment will be made by Canada for costs incurred by a Respondent in the preparation and submission of a Response. Costs associated with preparing and submitting a Response, as well as any costs incurred by the Respondent associated with the evaluation of the Response, are the sole responsibility of the Respondent. Each Respondent, by submitting a Response, agrees that in no event will Canada, or any of its employees, advisors, mandataries or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity and the Respondent waives any and all Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted as a Qualified Respondent or if Canada exercises any of its rights under this Appendix E – RFQ Standard Instructions, Section 6.

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 the response solicitation. The Respondent must comply with the Policy and Directives found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
- 12.2. Under the Policy, charges and convictions of certain offences against a Respondent, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by PWGSC that the Respondent is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Respondents is contained in PWGSC’s integrity database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Respondents.
- 12.2.1. In addition to all other information required in the Response solicitation, the Respondent must provide the following:
- 12.2.1.1. 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
- 12.2.1.2. 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*.

- 12.2.2. Subject to subsection 12.2.1, by submitting a response to this solicitation, the Respondent certifies that:
- 12.2.2.1. it has read and understands the Policy;
 - 12.2.2.2. 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;
 - 12.2.2.3. it is aware that Canada may request additional information, certifications, and validations from the Respondent or a third party for purposes of making a determination of ineligibility or suspension;
 - 12.2.2.4. 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;
 - 12.2.2.5. 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
 - 12.2.2.6. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 12.2.3. Where a Respondent is unable to provide any of the certifications required by subsection 12.2.2, it must submit with its Response a completed Integrity Declaration Form, which can be found at *Declaration form for procurement*.
- 12.2.4. 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 Project Agreement that the Preferred Proponent provided a false or misleading certification or declaration, Canada may terminate the Project Agreement for default. Pursuant to the Policy, Canada may also determine the Respondent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

13. Code of Conduct for Procurement

- 13.1. The [Code of Conduct for Procurement](#) provides that Respondents 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 Project Agreement, submit bids and enter into Project Agreements only if they will fulfill all obligations of the Project Agreement. By

submitting a response, the Respondent 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.

14. Prohibited Contacts

- 14.1. Effective with the issue of this RFQ, other than as expressly permitted in this RFQ, all communications by an actual or prospective Respondent, its Team Member or each of their respective representatives with respect to this RFQ or the Project shall be made exclusively to the Canada Contact Person. Canada may, at its sole discretion, disqualify any Respondent(s) that fails to comply with this requirement.

15. Conflict of Interest – Unfair Advantage

- 15.1. In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a Response in the following circumstances:
 - 15.1.1. if the Respondent, any Respondent Team Member, any of its subcontractors, any of their current or former Representatives was involved in any manner in the preparation of the RFQ or in any situation of conflict of interest or appearance of conflict of interest;
 - 15.1.2. if the Respondent, any Respondent Team Member, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFQ that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- 15.2. The experience acquired by a Respondent who is providing or has provided the goods and services described in the Response (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Respondent remains however subject to the criteria established in Section 15.1 above.
- 15.3. Where Canada intends to reject a Response under Section 15, Canada will inform the Respondent and provide the Respondent an opportunity to respond before making a final decision. Respondents which are in doubt about a particular situation should contact the Canada Contact Person before the RFQ Response Submission Deadline. By submitting a Response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

- 15.4. As a result of their involvement in the Project, the parties named below, their Representatives, and any of their subcontractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Party (each an Ineligible Party's Affiliate) are not eligible to participate as a Respondent Team Member or advisor to the Respondent or Respondent Team.

Company	
Contract Community Inc.	MaxSys Staffing & Consulting
Ernst & Young LLP	PricewaterhouseCoopers LLP
Evergreen Energy LLC	Protak Consulting Group Inc.
FVB Energy Inc.	Stantec
Knowles Consultancy Services Inc., Hill International Inc.	Tiree Facility Solutions Inc.
Norton Rose Fullbright	

- 15.5. Canada may amend the Ineligible Parties list from time to time during the RFQ Process.
- 15.6. An Ineligible Party's Affiliate may be eligible to participate as a member of or advisor to the Respondent Team or as advisor to a Respondent, only after it has obtained a written consent from Canada permitting it to participate as a member of, or advisor to Respondent Team. To obtain consent for an Ineligible Party's affiliate to participate as a Respondent Team member or advisor to the Respondent, the Respondent must submit a request for consent to the Canada Contact Person as provided in Section 3.7 of the body of this RFQ.
- 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.

16. Changes to Respondent Team and Key Individuals

- 16.1. During the period between the Response Submission Deadline and issuance of the RFP, where a Respondent wishes or requires to add or remove any Team Member or Key Individual from those identified in the Respondent's RFQ Response, the Respondent must submit a written application to Canada for approval, including supporting information that may assist Canada in evaluating the change.

- 16.2. Canada, at its discretion, may approve or refuse an application under this Section 16. In exercising its discretion, Canada may, without limitation, (i) consider the objective of carrying out an RFQ evaluation that is fair to the other Respondents; and (ii) refuse to permit a change to the membership of a Respondent Team if:
- 16.2.1. the change would, in Canada's judgment, result in a Respondent Team that no longer holds similar qualifications and experience as that which was submitted by the Respondent in its original RFQ Response; or
 - 16.2.2. the evaluation of the new Team Member or of the new Respondent Team, using the Evaluation Criteria described in the RFQ, would rank it or them lower than a respondent to the RFQ that was not selected as one of the three (3) highest ranked Qualified Respondents.
- 16.3. Without limiting the extent of the foregoing, Canada may refuse a change to a Respondent Team and may, at its discretion, disqualify the Respondent where the Respondent has undergone or carried out a change contemplated by this Section 16 without Canada's prior written approval.
- 16.4. Respondents should note that the Proposal must be made in the same name as the person(s) or entity(ies) named as Respondent in this RFQ. Qualified Respondents must utilize, in their Proposal, the same Respondent Team, subject to the provisions of this Section 16.
- 16.5. If the Respondent has proposed any Third Party Expert in its Response, the Respondent certifies in Form B-1 - Master RFQ Submission Form that it has the permission from such Third Party Expert to propose his/her services in relation to the work to be performed and to submit his/her résumé to Canada.
- 16.6. During the time period between the Response Submission Deadline and issuance of the RFP, where a Respondent, an Equity Member or a Prime Member becomes aware of any event which has or may have a material adverse change on the Respondent, Equity Member or a Prime Member (including any event or change which would render the Respondent's, Equity Member's or the Prime Member's financial situation following the event or change materially different from that which was previously disclosed to Canada in the RFQ Response), the Respondent will forthwith in writing disclose the event to Canada for its consideration. Based on the disclosure, Canada may take any action it deems necessary as determined in its sole discretion up to and including disqualification of the Respondent.

17. Access to Information Act

- 17.1. The Respondent acknowledges that the documents and other records under the control of Canada or any other federal government institution are subject to the *Access to Information Act* (RSC 1985, c A 1) ("ATI") and other applicable Laws. Except as expressly stated in this RFQ and subject to the ATI or other applicable Laws, all documents and other records submitted in response to this RFP will be considered confidential; however such information or parts thereof may be released pursuant to requests under the ATI, other applicable Laws or court/tribunal order. The Respondent waives any right it may have to make any Claim or take any other action against Canada or any other government institution as a result of any action taken or required to be taken

by Canada and any other federal government institution for the purpose of complying with the ATI or other applicable Laws or court/tribunal order.

18. Non-Disclosure

- 18.1. Respondents must not disclose, issue a news release or other public announcement in respect of any details pertaining to their Response in whole or in part to anyone not specifically involved in their Response, without the prior written approval of Canada which consent may be withheld in Canada's sole discretion.

19. RFQ Intent

- 19.1. This RFQ outlines Canada's general intent with respect to the Project and the competitive procurement process that it intends to follow, including an RFP stage, leading to the selection of a Preferred Proponent and the award of a Project Agreement for the Project. Information in this RFQ respecting the RFP, the Project Agreement and other Project documents is provided to indicate Canada's general intentions, but Canada reserves complete discretion to draft these subsequent documents as Canada may decide, in a manner which may include variances from the descriptions in this RFQ.
- 19.2. By submitting a Response and/or participating in this RFQ, Respondents and each of their Team Members expressly acknowledge and agree that no offer to contract or contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise. For the avoidance of doubt, this RFQ is not intended to create a binding contract (often referred to as "Contract A").

20. Exclusivity

- 20.1. A firm or individual must participate as a member of only one Respondent Team and each Respondent Team may submit only one Response. In the event that a firm or individual fails to comply with the requirements of this Section 20, Canada may, at its discretion, require the applicable Respondent(s) to remove such firm or individual from their Respondent Team and if such Respondent(s) fail to comply with this requirement, Canada may, at its discretion, disqualify the Respondent(s).

21. Respondent Due Diligence

- 21.1. Canada and its advisors make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any information, data, materials or documents (electronic or otherwise) provided to the Respondents or their Team Members in this RFQ or during this RFQ with respect to the RFQ or the Project. Canada and its advisors shall not be liable for any Claim of any kind whatsoever arising from any Respondent's or Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by Canada or its advisors during this RFQ Process or with respect to the RFQ or the Project.

- 21.2. Each Respondent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, and the Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Respondents or their Team Members by Canada or its advisors during the RFQ or with respect to the RFQ or the Project.
- 21.3. Each Respondent, and each Team Member, is responsible for ensuring that it has all of the information necessary to prepare its Response in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, or provided during this RFQ with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Response.

22. Limitation of Liability

- 22.1. Each Respondent, by submitting a Response, agrees that in no event will Canada, or any of its employees, advisors, mandataries or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity and the Respondent waives any and all Claims for loss of profits or loss of opportunity, if the Respondent is unsuccessful in the competitive selection process or for any other reason whatsoever.

APPENDIX F – ENQUIRY FORM

Do you request that this Enquiry be considered commercially confidential in accordance with Section 2.5 of the RFQ	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Justification (where applicable)		

Enquiry number (sequential number of the Enquiry):	
Respondent:	
Respondent Representative:	
Date of Enquiry:	

Subject of the Enquiry (specify whether Enquiry relates to a specific section of the RFQ itself or to another document or matter)	
RFQ Section:	
Other:	

Enquiry (only one subject per Enquiry Form):

APPENDIX G – SUBMISSION AGREEMENT FOR RFP

Energy Service Modernization (ESM) Project

(For Information Purposes ONLY at the RFQ Stage)

[Note: This Submission Agreement should be executed by the Proponent, all of the Proponent's Equity Members, Prime Members but excluding Key Individuals, as per the definition of these terms in the RFQ.]

To: The Procurement Authority

Attention: Patrick Kelly

Re: Participation in the Request for Proposals (RFP) phase for the Energy Service Modernization (ESM) Project

INTRODUCTION

- A. Canada has selected **[insert shortlisted Respondent's name]** with team members including the Respondent (collectively the "**Qualified Respondent**") under the Request for Qualifications as a "Qualified Respondent", and Canada intends to invite the Qualified Respondent to participate as one of three participants (each a "**Proponent**") under the RFP for the Project.
- B. As a condition of such invitation, Canada requires the Qualified Respondent to enter into an agreement with Canada (the "Submission Agreement") respecting its participation under the RFP.
- C. Canada has provided the Qualified Respondent with a draft of the RFP (the "Draft RFP") for the Qualified Respondent's review.
- D. Following receipt of a signed Submission Agreement, Canada intends to finalize and issue the RFP on terms that are materially the same as the Draft RFP. The terms of the RFP will apply to the procurement of the Project, subject to amendment by way of formal Addenda.

ACCORDINGLY, in consideration of Canada's agreement to allow the Qualified Respondent to participate in the RFP the Qualified Respondent agrees with Canada as follows:

1. DEFINED TERMS

In this Submission Agreement, the defined terms will have the meanings as set out in the Draft RFP, unless defined otherwise in this Submission Agreement.

2. RFP

2.1. RFP Terms

The Qualified Respondent will be bound by all the terms of the RFP, including any Addendum, in its involvement in the RFP, the Commercially Confidential Meetings and the preparation of a Proposal.

2.2. Amendments to RFP

The Qualified Respondent acknowledges and agrees that:

- a. Canada may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- b. by submitting a Proposal, the Qualified Respondent accepts, and agrees to comply with, all such amendments and, if the Qualified Respondent does not agree to any such amendment, the Qualified Respondent's sole recourse is not to submit a Proposal.

3. PARTICIPATION

3.1. Preparation of Proposal

The Proponent will 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.

3.2. No Representation or Warranty

The Qualified Respondent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. The Qualified Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by Canada, its employees or representatives, or any advisor to Canada, other than the information contained in the RFP, as may be amended from time to time by Addendum.

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.

4. CONFIDENTIALITY

All information which has not otherwise been made public pertaining to Canada or the Project, which is obtained by the Qualified Respondent directly or indirectly through participation in this RFP including all information in the Data Room, is confidential and will not be disclosed to any third party without the prior written authorization from Canada which may be unreasonably withheld.

4.1. Interpretation

4.1.1. In this Section 4 of this Submission Agreement:

“Confidential Information” means all documents, knowledge and information provided by Canada or any of its Representatives (the “Disclosing Party”) to, or otherwise obtained by, the Qualified Respondent or any of its Representatives (the “Receiving Party”), whether before or after the date of this Submission Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project or the RFP, and including information made available in the Data Room including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

- a. is or subsequently becomes available to the public, other than through a breach of this Submission Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- b. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Submission Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
- c. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
- d. was developed independently by the Receiving Party without the use of any Confidential Information; or
- e. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

4.1.2. “Permitted Purposes” means preparing a Proposal, and any other use permitted by this Section 4 of this Submission Agreement.

4.1.3. “Representative” means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Key Individual, or other member of the

Qualified Respondent or any other person contributing to or involved with the preparation of Proposals, as the case may be, or otherwise retained by the Qualified Respondent, in connection with the Project.

4.2. Confidentiality

The Qualified Respondent will keep all Confidential Information strictly confidential and will not without the prior written consent of Canada, which may be unreasonably withheld, disclose, or allow any person to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Qualified Respondent will make all reasonable, necessary, and best efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Section 4 of this Submission Agreement, and will ensure that any party receiving the Confidential Information agrees to keep such information confidential and to be bound by the terms contained herein.

4.3. Ownership of Confidential Information

Canada owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Section 4, the Qualified Respondent will keep all Confidential Information that the Qualified Respondent receives, has access to, or otherwise obtains strictly confidential for a period of ten years after the date of this Submission Agreement, and will not, without the prior express written consent of an authorized representative of Canada, which may not be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4.4. Limited Disclosure

The Qualified Respondent may disclose Confidential Information only to persons who need to know the Confidential Information for Permitted Purpose and on the condition that all such Confidential Information be retained as strictly confidential on terms identical to those expressed in this Submission Agreement.

4.5. Destruction on Demand

On written request from Canada, the Qualified Respondent will promptly deliver to Canada or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Qualified Respondent will confirm that delivery or destruction to Canada in writing, all in accordance with the instructions of Canada; provided, however, that the Qualified Respondent may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

4.6. Acknowledgment of Irreparable Harm

The Qualified Respondent acknowledges and agrees that the Confidential Information is proprietary and confidential and that Canada may be irreparably harmed if any provision of this Section 4 were not performed by the Qualified Respondent or any party to whom the Qualified Respondent provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Qualified Respondent further acknowledges and agrees that Canada will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Section 4 by the Qualified Respondent or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which Canada may be entitled at law or in equity.

4.7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Section 4 by Canada will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Section 4 will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

5. PUBLIC COMMUNICATIONS

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, the disclosure of any information related to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior written approval of Canada. Accordingly the Qualified Respondent will:

- a. notify Canada in writing of any and all requests for information or interviews received from the media or any third party; and
- b. not disclose any information related to the Project, including communications with the media and the public, without the prior written approval of Canada.

6. SEVERABILITY

If any portion of this Submission Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

7. ENUREMENT

This Submission Agreement ensures to the benefit of Canada and binds the Qualified Respondent and the undersigned, and their respective successors.

8. GOVERNING LAW

The Submission Agreement will be governed by the laws applicable in the Province of Ontario, including applicable federal laws.

SIGNATURE OF QUALIFIED RESPONDENT	
_____ Qualified Respondent Name	_____ Name of Qualified Respondent Representative
_____ Address (Registered Head Office and place of business)	_____ E-mail Address
_____ Telephone	_____ Signature

SIGNATURES OF QUALIFIED RESPONDENT’S TEAM MEMBERS – PRIME MEMBERS <i>(Repeat for each Prime Member)</i>	
_____ Company (Registered or Corporate Name)	_____ Name of Prime Member
_____ Address (Registered Head Office and place of business)	_____ E-mail Address
_____ Telephone	_____ Signature

APPENDIX H – RFQ SECURITY GUIDE

1. Definitions and Interpretation

In this Appendix:

Canadian Industrial Security Directorate (CISD): A directorate of Public Works and Government Services Canada responsible for administering industrial security in Canada through the Contract Security Program.

Company Security Officer (CSO): The individual appointed by a Respondent/Proponent to be responsible for management of the security screening process for the Respondent/Proponent, and to be the sole point of contact for Canada in all security screening matters.

Document Safeguarding Clearance (DSC): A clearance that permits the recipient of an FSC to safeguard and use Sensitive Information at the recipient's site.

Designated Security Authority (DSA): The individual appointed in a NATO nation with responsibility to communicate NATO security standards to industry.

Facility Security Clearance (FSC): A clearance that permits the recipient of the clearance and its security-cleared employees to access Sensitive Information and/or restricted work sites.

IISD: International Industrial Security Directorate, a directorate of Public Works and Government Services Canada responsible for administering international industrial security requirements.

Reliability Status: A security clearance level that allows an individual to access information and assets designated PROTECTED A and B.

Secret Clearance: A security clearance level that allows an individual access to CLASSIFIED information (Sensitive Information) and to enter facilities up to and including the "Secret" level.

Sensitive Information: Information identified as SECRET by Canada including, but not limited to, information, plans and detail drawings with respect to Distribution Network tunnel locations and interface with connected buildings.

Any capitalized word or term not otherwise defined in this Appendix has the meaning set out for it in Appendix A.

2. Overview and Purpose

The Project includes the design, construction, operation and maintenance of the Energy Service Modernization of PWGSC's District Energy System.

Canada expects to select a Private Partner following a two-stage procurement process:

Stage 1: RFQ

- > Pre-qualification process open to any Canadian and international entities.
- > The three (3) highest ranked qualified Respondents will be invited to proceed as Proponents to the Request for Proposals stage.

Stage 2: RFP

- > The three (3) Proponents identified in Stage 1 will be invited to submit technical and financial submissions.
- > A Project Agreement will be signed between the Preferred Proponent (Private Partner) and the Government of Canada.

3. Security Clearance Requirements for RFQ Stage

No security clearances are required in order for Respondents to participate in the RFQ stage of the competitive selection process.

This Appendix describes activities and submissions that Respondents are strongly encouraged to undertake as soon as possible to be ready to participate as Proponents in the RFP stage and to respond fully to the RFP.

4. Security Clearance Requirements for RFP Stage

At the RFP stage, Canada will provide Proponents with documentation describing the existing facilities and output specifications for the design, construction and service requirements for the Project, some of which will contain Sensitive Information. Consequently Canada will require Proponent team members requiring access to this information to meet certain security requirements.

Canada intends to prepare a set of sanitized RFP documents that will not contain Sensitive Information and that will be available for use by all Proponent personnel that have not received Secret Clearance. Those not so cleared will only have access to the sanitized documents until they obtain the required security clearances.

Canada will not be responsible if required security clearances are not obtained in an appropriate time frame by any Proponent.

It is not expected that all Proponent team members working on the RFP submission will require security clearances through Canadian Industrial Security Directorate (CISD). However, it is anticipated Proponent team members requiring access to Sensitive Information at the RFP Stage will be required to meet the following security requirements:

- a. **Facility Security Clearance.** In order for a Proponent to be able to store Sensitive Information, it will need a valid Facility Security Clearance ("FSC") at the level of SECRET, with approved document safeguarding at the level of SECRET, or its international equivalent, issued or approved by CISD/IISD, for the facility at which it intends to use and store the Sensitive Information, and;
- b. **Personnel Clearances.** In order for any individual to have access to Sensitive Information, or unescorted access to CLASSIFIED areas, that individual will need a valid personnel security screening at the level of SECRET, or international equivalent, granted or approved by CISD/IISD.

Until the security screening with regards to the clearance of said Proponent team members has been completed by CISD, such Proponent team members may not have access to CLASSIFIED information or assets, and may not enter sites where such information or assets are kept, without an escort.

Due to the time involved in obtaining such security clearances, potential Respondents are strongly encouraged to submit the required documentation as soon as possible during the RFQ Stage to the Canada Contact Person. A common reason for delay in clearance is incomplete or incorrectly completed documents, as such potential Respondents are encouraged to check the documents carefully prior to submission.

Proponents are strongly encouraged to identify a Canadian location to store any Sensitive Information. For Canadian locations, a Respondent should submit proof of a valid Facility Security Clearance or complete the application process for obtaining a Facility Security Clearance for that facility. For non-Canadian locations, a Respondent should submit proof of a valid Facility Security Clearance from the country where such site is located or complete the application process for obtaining such a Facility Security Clearance. Such site must be in a country with which Canada has bilateral agreements as outlined in Section 6 of this Appendix.

5. Security Clearances at Financial Close

Security requirements for Financial Close will be set out in the RFP.

It is anticipated that prior to executing the Project Agreement and thereafter at all times during the performance of the Project Agreement, the Private Partner will be required to:

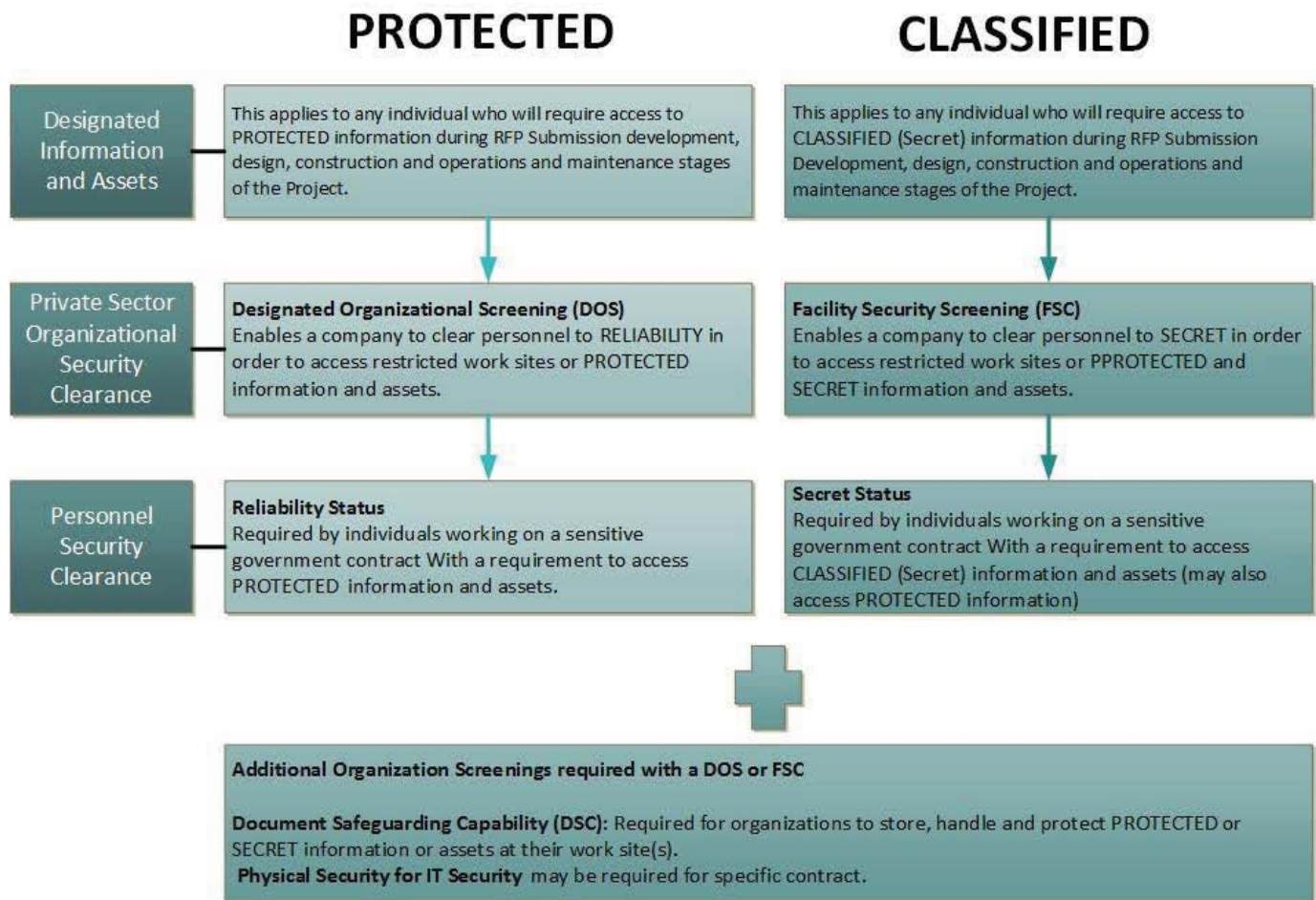
- a. hold a valid Facility Security Clearance at the level of SECRET, with approved document safeguarding capability at the level of SECRET, issued by CISD, or an international equivalent approved by the DSA;
- b. hold a valid personnel security screening at the level of SECRET or RELIABILITY, granted or approved by CISD, or an international equivalent approved by the DSA, for all personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work sites; and

- c. Information technology security capability from CISC, or the international equivalent, as approved by CISC and/or the DSA for the facility at which the Proponent team intends to use and store Sensitive Information, in order for the Proponent team to be able to process, store or transmit Sensitive Information electronically (note CISC is granted after Financial Close for IT systems).

The security requirements during the term of the Project Agreement will be set out in the Project Agreement. It is not expected that all construction workers will be security cleared through CISC. However, anyone who may have access to PROTECTED/CLASSIFIED information, assets or worksites will require security screening at the appropriate level to perform work related to the Project.

Canada currently expects that the Project Agreement may include some or all of the following obligations and restrictions:

- > individuals and trades not directly involved with the management of the work may be subject to a minimum clearance for construction site access;
- > specialists employed by the Private Partner who are required to work with Sensitive Information or visit the site of an existing facility may be required to have a Secret Clearance;
- > the movement of all security cleared personnel will be limited to their required areas of work and they will not be permitted to enter areas designated as restricted;
- > all persons performing Private Partner duties under the Project Agreement will be required to have a security clearance at the appropriate level. Accordingly, the Private Partner will be required to ensure that appropriate personnel have the required security clearance levels, and the Private Partner will be required to ensure that security clearances for personnel are processed in advance to ensure that they are in place when required;
- > Canada will reserve the right to designate security screening requirements for Private Partner personnel who need access to the site during the term of the Project Agreement; Personnel not situated on site full time who are required by the Private Partner to perform activities on an "as-needed basis" may be required to be accompanied by an authorized escort or to first obtain a security clearance at a designated level;
- > security requirements and protocols will exist to ensure that Sensitive Information and ownership in and control of the Private Partner, and the Project are not acquired by any person who does not have appropriate security clearances as a result of any assignment, transfer, or disposition by the Private Partner, change in control of the Private Partner, exercise of remedies by lenders, or otherwise.



Graphic 1 above illustrates the clearances required for designated information and assets.

6. Bilateral Agreements

Canada has bilateral security arrangements in place to help Canadian organizations access international contracts involving classified information and assets. These security arrangements operate on a reciprocal basis, helping international companies to access Canadian contracts.

The following list of countries with reciprocal agreements may be helpful to companies during the selection of a CSO. The CSOs, who will be cleared to the Secret level, will be required to provide 10 years of background information – residence and employment. Should CSOs be uncertain whether out-of-country verifications are possible for a specific country, they are advised to contact CISD.

- > Australia
- > Belgium
- > Brazil
- > Denmark
- > Finland
- > France
- > Germany
- > Israel
- > Italy
- > Netherlands
- > New Zealand
- > Norway
- > South Africa
- > Spain
- > Sweden
- > Switzerland
- > United Kingdom
- > United States



Figure 11 – Confederation Heights CHCP



Figure 12 – Cliff CHCP

7. General Information on Application Procedures and Responsibilities

Canada intends that the security processes be as practical as possible in order to prevent delay to the Project schedule and to limit the time and cost demands on Respondents/Proponents while meeting the essential security requirements of Canada.

It is recommended that Respondents visit the PWGSC CISC Industrial Security Manual website at <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> and become knowledgeable of the specific submission requirements for FSC, DSC and Secret Clearance. Companies wishing more information on how to proceed with regard to international teaming partners may contact International Industrial Security through the website: <https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

Canada shall not be responsible if required security clearances are not obtained in an appropriate time frame by any Proponent.

APPENDIX I – ADMINISTRATIVE CHECKLIST

Section Reference		Submitted
Package 1 - Forms and Certifications - Appendix B to the RFQ		
One (1) bound, signed master, marked as "Master", six (6) hard copies and two (2) soft copies as per section 3.5.1 of the RFQ.		
Form B-1	Master RFQ Submission Form	Yes / No
Form B-2	Team Member Consent Declaration Form	Yes / No
Form B-3	Corporate Profile	Yes / No
Form B-4	Directors of the Respondent Team Form	Yes / No
Form B-5	Respondent Team Information Form	Yes / No
Package 2 – Technical and Financial Capability and Experience - Appendix C to the RFQ		
One (1) bound, signed master, marked as "Master", six (6) hard copies and two (2) soft copies as per section 3.5.1 of the RFQ.		
Team Partnering Sub-Package A	<ul style="list-style-type: none"> > A-1 Respondent Team Composition, Structure and Approach > A-2 Experience (Form C-1) > A-3 Key Individuals (Form C-6) 	Yes / No
Design Capability and Experience Sub-Package B	<ul style="list-style-type: none"> > B-1 Experience (Form C-2) > B-2 Approach > B-3 Key Individuals (Form C-6) 	Yes / No
Construction Capability and Experience Sub-Package C	<ul style="list-style-type: none"> > C-1 Experience (Form C-3) > C-2 Approach > C-3 Key Individuals (Form C-6) 	Yes / No
Operations and Maintenance Capability and Experience Sub-Package D	<ul style="list-style-type: none"> > D-1 Experience (Form C-4) > D-2 Approach > D-3 Key Individuals (Form C-6) 	Yes / No
Financial Capability and Experience Sub-Package E	<ul style="list-style-type: none"> > E-1 Financial Capacity (Form C-7, where applicable) > E-2 Financial Approach > E-3 Financial Experience (Form C-5) > E-4 Key Individuals (Form C-6) > E-5 Ability to Secure Guarantees (bonds or letter of credit) and Obtain Insurance 	Yes / No

ATTACHMENT 1 – SERVICE AREA MAPS

Please refer to the attached document entitled "Service Area Maps". The drawings are for reference purposes and do not represent the exact location of the facilities.

ATTACHMENT 2 – SYSTEM DETAILS

NCA Boilers & Chillers by Plant -Inventory and Capacity Updated August 2017				
Cliff CHCP – Boilers				
No.	Boiler Manufacturer	Year	Nominal Output (MW)	Although installed in 2009 these boilers were manufactured and in intermittent service since
1	Nebraska	2009	22.0	2005
2	Nebraska	2009	22.0	2006
3	Nebraska	2009	22.0	2008
4	Nebraska	2009	22.0	2008
Super Heated 5	Victory	2010	21.0	
Super Heated 6	Victory	2010	21.0	
Super Heated 7	Victory	2010	21.0	
Cliff CHCP – Chillers				
No.	Manufacturer	Year	Nominal Capacity (MW)	Refrigerant
1	York Steam Turbine	1967	21.1	R-22
2	York Steam Turbine	1967	21.1	R-22
3	York	2013	17.6	R134A
4	York	2015	17.6	R134A
DND Chiller 5	York	2006	5.3	R134A
DND Chiller 6	York	2006	5.3	R134A
NRC CHCP – Boiler				
No.	Boiler Manufacturer	Year	Nominal Output (MW)	
1	John English	2013	23.5	
2	John English	2013	23.5	
NRC CHCP – Chillers				
No.	Manufacturer	Year	Nominal Capacity (MW)	Refrigerant
1	Trane	2008	4.9	R-123
2	York	2001	5.6	R134A
3	Trane	2008	4.9	R-123
4	York	1995	1.8	R-123

Tunney's Pasture CHCP – Boilers				
No.	Manufacturer	Year	Nominal Output (MW)	
1	John English	2004	29.1	
2	John English	2007	29.1	
3	Babcock & Wilcox	1969	17.5	
4	Babcock & Wilcox	1969	17.5	
Tunney's Pasture CHCP – Chillers				
No.	Manufacturer	Year	Nominal Capacity (MW)	Refrigerant
1	Trane	2017	12.3	R-1233ZD
2	Trane	2017	12.3	R-1233ZD
3	York	1985	4.6	R134A
4	York	1989	4.6	R134A
5	York	1996	7.0	R134A
Confederation Heights CHCP – Boilers				
No.	Boiler Manufacturer	Year	Nominal Output (MW)	
1	Dominion Bridge	1959	11.7	
2	Dominion Bridge	1959	11.7	
3	Dominion Bridge	1959	11.7	
4	Volcano	1998	3.1	
Confederation Heights CHCP – Chillers				
No.	Manufacturer	Year	Nominal Capacity (MW)	Refrigerant
1	Carrier	2012	2.8	R134A
2	York	1991	2.7	R-123
3	York	2015	3.2	R134A
4	York	1984	3.6	R134A
5	Trane	2002	4.9	HCFC 123
Canadian Government Printing CHCP Boilers				
No.	Boiler Manufacturer	Year	Nominal Output (MW)	
1	Volcano	1997	3.0	
2	Volcano	1997	5.9	
3	Volcano	1997	5.9	
Canadian Government Printing CHCP Chillers				
No.	Manufacturer	Year	Nominal Capacity (MW)	Refrigerant
1	York	1997	1.4	R123
2	York	1997	2.1	R123
3	Trane	1995	3.2	R123

ATTACHMENT 3 – ENERGY SYSTEM GROWTH

Please refer to the attached document entitled “Energy System Growth”.