



**REQUEST FOR QUALIFICATIONS**

**FOR THE**

**LAND BORDER CROSSING PROJECT**

**RFQ #: 47419-187064/A**

**ISSUED 14 JULY 2017**

**RFQ Response Submission Deadline: 22 September 2017, 14:00:00 EDT**

**Delivery Address:**

**Public Services and Procurement Canada  
Bid Receiving Unit  
11 Laurier Street  
Phase III, Place du Portage  
Tower B, Room 0B2  
Gatineau, Quebec**

**SUMMARY OF KEY INFORMATION**

|  |   |
|--|---|
| <b>RFQ TITLE</b>                       | The title of this RFQ is:<br>“Request for Qualifications for the Land Border Crossing Project”<br>Proponents should use this title on all correspondence.   |
| <b>1. PROCUREMENT AUTHORITY</b>        | The procurement authority for this RFQ is Public Works and Government Services Canada (the “Procurement Authority”).  |
| <b>2. CANADA CONTACT PERSON</b>        | Land Border Crossing Project Secretariat<br>11 Laurier Street, Phase III, Place du Portage<br>Gatineau, Québec<br>K1A 0S5<br><a href="mailto:TPSGC.PAPPFT-APLBCP.PWGSC@TPSGC-PWGSC.GC.CA">TPSGC.PAPPFT-APLBCP.PWGSC@TPSGC-PWGSC.GC.CA</a>   |
| <b>3. RESPONSE SUBMISSION DEADLINE</b> | 22 September 2017, 14:00:00 EDT   |
| <b>4. DELIVERY ADDRESS</b>             | Public Services and Procurement Canada (PSPC)<br>Bid Receiving Unit - Tower B Room 0B2<br>11 Laurier Street, Phase III, Place du Portage<br>Gatineau, Québec<br>K1A 0S5<br>Canada   |
| <b>5. ENQUIRIES</b>                    | Enquiries regarding this RFQ should be submitted to the Canada Contact Person no later than 08 September 2017, 14:00 EDT  |
| <b>6. INELIGIBLE PARTIES</b>           | <u>AA71, a joint venture composed of the following entities:</u><br><ul style="list-style-type: none"> <li>• <u>IBI Group Architects (Canada) Inc., Moriyama &amp; Teshima Architects</u></li> </ul> <u>AA74</u><br><ul style="list-style-type: none"> <li>• <u>WSP Group</u></li> <li>• <u>Hanscomb</u></li> <li>• <u>P1/P3 Consulting</u></li> <li>• <u>Ernst &amp; Young Orenda Corporate Finance Inc.</u></li> </ul> <u>Deloitte LLP</u><br>PPP Canada (current and former employees who are or were involved in the Project) |
| <b>7. FAIRNESS MONITOR</b>             | <del>TBD</del> <u>Deloitte LLP</u>  |

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## **1. PROJECT OVERVIEW**

### **1.1 Purpose of RFQ**

This Request for Qualifications (RFQ) is issued by Public Works and Government Services Canada (PWGSC) on behalf of the Canada Border Services Agency (CBSA, or Agency) 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 Eligibility to Participate in RFQ**

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

### **1.3 Project History**

When the CBSA was created in 2003, it inherited a portfolio of operational and other administrative buildings (e.g. housing) that had not been updated/maintained on a systematic basis. Sustaining adequate fixed infrastructure has been a pervasive issue predating CBSA's creation.

While progress has been made over the last decade to update larger Ports of Entry (POEs), the custodial infrastructure at micro, small and medium sized facilities has continued to decay.

On November 24, 2014 the Prime Minister announced \$440 million to expedite the replacement of border infrastructure as part of a commitment to build and renew infrastructure across the country. While this infrastructure directly supports front-line operations, neither facilities construction nor facilities maintenance is a core element of the CBSA's mandate, thus making them a suitable activity to be delivered through a Public-Private Partnership (P3).

Currently, it is neither feasible nor practical to address on a short-term basis the entire replacement of the many POEs that are approaching the end of their expected life span. In fact, more than half of all ports are over 35 years old and nearly a third are over 50 years old. This project will address the first phase of infrastructure renewal.

### **1.4 Project Description**

#### **1.4.1 Project Context and Considerations**

Respondents should note that all information provided in, or pursuant to Section 1.4 and Section 1.6, is subject to the provisions of Appendix E, Section 21 of this RFQ.

CBSA has prioritized the renewal of a subset of its custodial portfolio, consisting of an expected 31 POEs across Canada. Through a single design, build, finance, and maintain (DBFM) P3 contract, Canada intends to procure a Private Partner to demolish, design, rebuild, and provide maintenance and lifecycle services to the selected POEs (collectively defined as the Project). The selected consortia must understand and ensure the delivery of the CBSA mandate, recognize the importance of matching security with service to the public, and provide no down time across seven (7) provinces. Architectural branding expertise will be expected, and the ability to provide pan-

Canadian facility operations services (including facilities management and lifecycle services) in remote areas is critical.

More specifically, the Project includes: the gathering of information on the targeted POEs; scheduling the work on sites prior to building; setting up of temporary facilities; demolition of existing installations in compliance with CBSA waste diversion targets; construction of new facilities including the Primary Inspection Lanes (PILs), canopies and information technology; consultation with other Government Departments as appropriate; and providing facility maintenance services during and after construction completion.

The sizing of the facility at each location has been targeted using a reference scalable template for design options, with the criteria for determining the size being: the number of border service officers per shift, the hours of operation, traffic volumes and the type of travelers. The reference model floor plans will contain all the necessary information to allow for an informed analysis of the situation at each site. Each site is unique and site layout and design will need to be adapted to particular site specific conditions. Due to site-specific geographic or other constraints, Proponents will need to ascertain the most effective way to provide the facility and services required.

The Private Partner will develop a cost-effective implementation strategy that satisfies a pan-Canadian solution with work developing across the remote sites, where each site considers the environment in which it operates. To the greatest extent possible, each region should benefit from success at the same time. To control Project timelines, multiple sites are to be under improvement at the same time taking into account that many sites have back-up sites which may need to remain operational. A solution that demonstrates concurrent progress across all regions will be preferable to one where a particular region is completed well in advance of others.

#### 1.4.2 Project Components and POE locations

The POEs that will be included in this procurement are categorized as micro, small and medium. It is expected that the micro POEs will be approximately 400 m<sup>2</sup> and the small POEs approximately 500 m<sup>2</sup>. The medium POEs, at roughly 2000 m<sup>2</sup>, will require site specific building designs and do not lend themselves to a simple categorization. There may be, however, minimum footprints required.

During the RFP stage of this procurement, indicative designs will be available to provide context and necessary adjacencies. They are not to be considered exemplar designs and to which Canada is not committed (a sample POE design is included in Appendix I). Regardless, sites will all contain CBSA specific, unique design requirements such as:

- a) General administration;
- b) Staff areas;
- c) Secure interview rooms;
- d) Primary inspection areas;
- e) Secondary inspection areas;
- f) Inspection garage;
- g) Storage for seized goods;
- h) Information technology and specialized equipment;
- i) Traffic control;
- j) Arms storage;

- k) Specific security controls; and
- l) Detention areas.

The POEs that are currently under consideration for renewal are presented in Appendix H.

#### 1.4.3 Project Objectives and Desired Outcomes

The Project is designed to achieve the following objectives:

- Modernize facilities to provide operationally effective infrastructure and improve delivery of border services at POEs across Canada;
- Enable and plan for technical advancements and innovations, throughout the life of the contract, while remaining within capital and maintenance budget constraints;
- Deliver on the applicable elements of the Government's *Pan-Canadian Framework on Clean Growth and Climate Change*; and
- Maximize value-for-money for tax payers over the life of the asset.

As such, the Project will:

- Improve operational efficiency for travellers and working conditions for Border Service Officers;
- Ensure that the working environment is healthy, safe and secure;
- Ensure that the POEs are constructed in an environmentally sustainable manner; and
- Incorporate regional sense of place within the design while recognizing CBSA's brand.

#### 1.4.4 Additional Considerations

##### Continuous Operations

During construction, temporary facilities must be put in place to maintain operational capacity as all work will need to be undertaken while CBSA Operations continue. **It is critical** that at no time will CBSA Operations be unavailable. It should be noted that not all sites operate 24 hours per day, seven days per week and construction work may occur outside of normal operating hours, enabling the Private Partner to mitigate disruptions to CBSA Operations. All existing roads will have to be maintained operational throughout the duration of the Project.

##### Code Compliance

In addition to the requirements to be set-out in the technical requirements, codes, regulations, by laws and decisions of the "authorities having jurisdiction" will be observed. In cases of overlap, it would be expected that the most stringent shall apply.

##### Information Technology (IT) and Specialized Equipment

The Private Partner is to undertake the provisioning, ongoing maintenance and lifecycling of: IT within a secure local area network; specialized equipment such as license plate readers, radio systems, and hand-held technologies; and security systems including Closed-Circuit Television systems and Access Control and Intrusion Detection Systems, at each POE. Currently, the CBSA

has requirements for some exclusive equipment and may require that the Private Partner obtain identified equipment.

#### Comprehensive Land Claim Agreements (CLCAs)

The following POEs that are currently under consideration for renewal are covered by CLCAs.

- a) Boundary Bay, BC (Tsawwassen First Nation Final Agreement)
- b) Stewart, BC (Nisga'a Final Agreement)

Where practicable and consistent with sound procurement management, the Private Partner will generate socio-economic benefits for the people and business communities of the applicable CLCAs.

#### 1.4.5 Work of Private Partner

The Private Partner will be responsible to design, build, finance and maintain the POEs. The currently anticipated scope of the construction phase will include the following activities:

- a) Decommission and demolition of twenty-seven (27) micro and small POEs and associated housing complexes of various configurations (trailers, single family units and multi-family units);
- b) Conducting assessments to determine the most efficient manner to re-capitalize four (4) medium POEs (either by decommissioning and demolition or through extensive renovations), bearing in mind all Project Objectives and Desired Outcomes in Section 1.4.3, and preparing the site as applicable;
- c) Construction of thirty-one (31) POEs (or undergo extensive renovations as described in Section 1.4.5 b) above) and fit-up of the POEs (two with housing complexes) their associated specialized security and Information Technology (IT) systems as well as associated civil works in accordance with the technical requirements;
- d) Remediation of any environmental conditions, in accordance with the Project Agreement;
- e) Commissioning, mobilization and operational start-up;
- f) Maintenance and lifecycle of existing and/or temporary POEs during construction;
- g) Decommissioning of any temporary facilities and roadworks; and
- h) Transition or move furniture and equipment as applicable, from present facilities, to temporary facilities, and finally, to final facilities.

Note: Any proposed design of the security controls will need Crown approval and the evaluation of security risks will remain be the responsibility of the Crown”.

The anticipated scope of the operational phase will include the following activities:

- a) Grounds maintenance, including landscaping;

- b) Snow and ice removal management;
- c) Maintenance and repair (corrective, preventive and predictive) of all equipment, systems, components and finishes, including both interior building components (e.g. HVAC, electrical systems, lighting systems, plumbing, security systems) and exterior building components (e.g. site circulation routes, exterior lighting, parking areas, roof, walls, windows, etc.) for the POEs, housing units and all ancillary structures;
- d) Monitoring and management of building management systems and alarms including fire and security;
- e) Help desk services with availability 24 hours per day, seven days per week;
- f) Provision of all facility consumables, including diesel, oils, water, housekeeping supplies, printer and computer supplies, etc.;
- g) Cleaning and housekeeping both inside and outside the POEs. It is not expected that cleaning will be required in the housing units;
- h) Collecting and disposing of waste, including international waste, and the provision of recycling services, pest control services; and
- i) Lifecycle replacement and renewal services, including furniture, equipment and IT components, during the operations period to ensure the maintained elements fulfill the performance and technical requirements set-out in the Project Agreement throughout the 30-year concession term.

**1.4.6 Activities outside the Private Partner's Responsibilities**

**Access to Land:** Canada will provide the Private Partner with all the reasonable access to land required for the Project including easements and temporary rights for the work and staging areas required for construction. Any land access beyond those made available by Canada will be the responsibility of the Private Partner.

**CBSA Operations:** CBSA Operations will be retained by the Agency.

**1.5 Security**

**1.6 No security clearances are required in order to participate in this RFQ. Risk Allocation**

The following table provides a summary of the probable risk allocation, at a high level, expected to be detailed in the Project Agreement.

| Risks and Responsibilities                     | Private Partner | Canada |
|--|-----------------|--------|
| <b>Approvals and Permits</b>                   |                 |        |
| Environmental Assessment (EA)                  |                 | X      |
| Environmental approvals and permits            | X               |        |
| Construction, municipal and provincial permits | X               |        |



| Risks and Responsibilities   | Private Partner | Canada |
|--|-----------------|--------|
| <b>Design and Construction</b>   |                 |        |
| Detailed design and engineering  | X               |        |
| Design and construction co-ordination  | X               |        |
| Construction works   | X               |        |
| Utilities relocations  | X               |        |
| Identified and inferable geotechnical risks  | X               |        |
| Identified and inferable environmental risks   | X               |        |
| Non-identified environmental risks   |                 | X      |
| Specialized security and IT systems  | X               |        |
| Approval and evaluation of the security controls, specialized security and IT systems, including the evaluation of security risks. |                 | X      |
| <b>Operations and Maintenance</b>  |                 |        |
| Facility operations of existing POEs, from the effective date until demolition   | X               |        |
| Facility operations of temporary and new POEs  | X               |        |
| Lifecycle renewal and replacement  | X               |        |
| CBSA Operations at existing, temporary and new POEs  |                 | X      |
| Specialized security and IT systems  | X               |        |
| <b>Financing</b>   |                 |        |
| Short-Term Private Financing (During Construction)   | X               |        |
| Long-Term Private Financing (During Operating Period)  | X               |        |

## 1.7 Key Commercial Terms

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

**Governing law:** The Project Agreement will be governed by the laws applicable in the Province of Ontario, including applicable federal laws.

**Term:** The term of the Project Agreement will commence on Financial Close and continue for a period of approximately 33 years which includes a construction period of approximately three (3) years (design and construction period) and a fixed operating period of 30 years (operation period). Proponents will be provided with a “must be completed by” date but will be encouraged to develop proposals that complete the construction in the shortest possible time.

**Commissioning, mobilization and operational phase:** Canada anticipates implementing a transition phase to facilitate commissioning, acceptance and operational start-up.

Payments: Canada's financial contributions to the Project may be made in the form of multiple substantial completion payments (the amount, timing and terms and conditions of which will be set out in the Project Agreement), followed by monthly Service Payments during the operation period.

Financing: The Private Partner will be responsible for arranging all financing required for the Project. It is anticipated that the Private Partner will be required to provide long-term financing ~~for between 5% and 15%~~ for approximately 50% of the capital costs ~~including lifecycle~~ of the Project with the balance being provided in the form of substantial completion payments from Canada.

Payment deductions: The Project Agreement will permit Canada to make deductions from the Service Payments if the Private Partner fails to meet the performance and technical requirements in the Project Agreement, including providing for the availability of the POEs for their intended use.

Handback: The Private Partner will be required to meet specific hand-back requirements for each of the POEs and associated assets upon termination.

Ownership: The ownership of the POEs will be retained by Canada.

## 1.8 Key Entities

### 1.8.1 Canada Project Team

The Project's management and procurement is under the direction of the Canada Project Team comprising officials from the Canada Border Services Agency, Public Works and Government Services Canada, the Department of Justice, and advisors. The core team is located in Ottawa and expects to direct this project from Ottawa. Canada expects to co-locate with the Private Partner in Private Partner provided space in Ottawa following Financial Close for the construction period.

### 1.8.2 Fairness Monitor

Canada 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.

## 2. PUBLIC PRIVATE PARTNERSHIP PROCUREMENT PROCESS

### 2.1 Two Stage Process

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

#### 2.1.1 Stage One: Request for Qualifications (RFQ)

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.

The Qualified Respondents will be invited to execute the Submission Agreement (Appendix G).

#### 2.1.2 Stage Two: Request for Proposals (RFP)

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 Canada, in its sole discretion, at the RFP stage.

As part of the RFP, Canada intends to invite Proponents that have been pre-qualified under the RFQ phase to submit Proposals that will contain a technical submission and a financial submission.

A draft Project Agreement will be included with the RFP. It is anticipated that Proponents will have the opportunity to submit comments, questions and suggested modifications to the draft Project Agreement using the enquiry process set-out in the RFP and during commercially confidential meetings. In view of such comments and suggestions, the draft Project Agreement could be revised by Canada. In the absence of any revisions by Canada, the draft Project Agreement shall become the Project Agreement on which Proponents will base their RFP Proposals and which the Private Partner will be obligated to sign without further substantive revision.

The RFP will include a process to move the highest ranked Proponent to be named the Preferred Proponent.

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

## 2.2 Anticipated Procurement Schedule

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 at the sole discretion of Canada.

| Key Activities   | Timeline          |
|--|-------------------|
| <b>STAGE 1 – REQUEST FOR QUALIFICATIONS</b>                    |                   |
| Information Session  | 21 July 2017      |
| Site Visits  | 1 & 2 August 2017 |
| End of Enquiry Period  | 8 September 2017  |
| RFQ Submission Deadline  | 22 September 2017 |
| Notification of three (3) highest ranked Qualified Respondents | November 2017     |

| STAGE 2 – REQUEST FOR PROPOSALS                                  |                  |
|--|------------------|
| Expected RFP release to Proponents                               | Winter 2017/2018 |
| Expected execution of the Submission Agreement                   | Winter 2017/2018 |
| Expected RFP Proposal Submission Deadline:                       |                  |
| Technical  | Summer 2018      |
| Financial  | Fall 2018        |
| Expected Announcement of Preferred Proponent                     | Fall 2018        |
| Expected Financial Close   | Spring 2019      |
| Final Substantial Completion of Project and Service Commencement | Fall 2021        |

### 2.3 Enquiries during the RFQ Process

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 Page under Enquiries by e-mail to the Canada Contact Person at the e-mail address also found on the Summary of Key Information Page in order to be considered by Canada.

To ensure the integrity of the procurement process, Enquiries and 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, found at Appendix E – Section 15.34, or other persons involved in the Project to discuss questions regarding the RFQ. Canada has designated as the Canada Contact Person, the individual identified as such in the Summary of Key Information.

Canada 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 Canada to provide an accurate answer.

During the RFQ stage, to ensure transparency and quality of information provided to interested parties, Enquiries received and the answers to such Enquiries, if any, will be provided in writing and subject to the conditions below will be posted under the “attachment” section on Buyandsell.gc.ca, without revealing the source of the Enquiry. If Canada determines that an Enquiry requires an amendment of the RFQ, Canada will issue an Addendum. It is the sole and entire responsibility of each interested party to regularly verify on Buyandsell.gc.ca for the posting of any questions and answers and Addendum (<https://buyandsell.gc.ca>).

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 Canada 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 Canada’s sole discretion.

If it is determined that the Enquiry is not “commercially confidential” by Canada, then Canada will inform the interested party, and the interested party will have the option of either terminating the Enquiry or have the Enquiry and reply posted on Buyandsell.gc.ca.

If it is determined that the Enquiry is “commercially confidential” by Canada, then Canada shall keep the enquiry and response confidential and shall provide the response solely to the interested party which submitted the commercially confidential Enquiry.

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

## 2.4 Information Session

Online information sessions will be held on Friday, 21 July 2017, to introduce the Project and describe the procurement process.

- a) Session 1 will be delivered in French at 10:00 am Eastern Daylight Time.

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To join the online meeting  
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1. Go to <https://pwgsc-nh.webex.com/pwgsc-nh/j.php?MTID=m598e6be21b76878f1ad58f81f6143e96>
2. Enter your name and email address.
3. Enter the meeting password: H6TwwJ32
4. Click "Join Now".
5. Follow the instructions that appear on your screen.

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To join the teleconference only  
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Provide your phone number when you join the meeting to receive a call back.  
Alternatively, you can call:  
Call-in toll-free number: 1-877-413-4791 (Canada)  
Call-in number: 1-613-960-7515 (Canada)  
Conference ID: 180 305 9

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For assistance  
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1. Go to <https://pwgsc-nh.webex.com>
2. On the left navigation bar, click "Support".
3. Call 1-800-226-6338 or 613-941-9554

- b) Session 2 will be delivered in English at 1:00 pm Eastern Daylight Time.

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To join the online meeting  
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1. Go to <https://pwgsc-nh.webex.com/pwgsc-nh/j.php?MTID=m764dce2a94a2bf0e52658a0c4223b3de>
2. Enter your name and email address.
3. Enter the meeting password: FhyvE258
4. Click "Join Now".

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To join the teleconference only  
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Provide your phone number when you join the meeting to receive a call back.  
Alternatively, you can call:  
Call-in toll-free number: 1-877-413-4791 (Canada)  
Call-in number: 1-613-960-7515 (Canada)  
Conference ID: 180 305 9

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For assistance  
-----

1. Go to <https://pwgsc-nh.webex.com>
2. On the left navigation bar, click "Support".
3. Call 1-800-226-6338 or 613-941-9554

Responses to questions posed during the information session will be provided in writing and subject to the conditions of section 2.3, and posted under the "attachment" section on Buyandsell.gc.ca.

## 2.5 Site Visit

The sites being considered make up some the smallest and most remote of the CBSA inventory. As such, a single day, single Site Visit may be impractical. A series of 90 minute, non-mandatory Site Visits will be held on August 1 and 2 at the Gretna, Manitoba Port of Entry. Interested parties will be eligible to attend a single Site Visit. When registering, interested parties should note whether they wish a particular site visit to be conducted in French, English or both. Additional details will be provided following registration.

All interested parties should register with the Canada Contact Person their preferred Site Visit date and time of day (morning or afternoon) in writing together with the names and e-mail addresses of a maximum of five (5) individuals who will be attending at least five (5) Business Days before any Site Visit. Visits will be allotted on a first come, first served basis. Canada reserves the right to provide an alternate time and date. Any changes to the attendance list should be addressed to the Canada Contact Person at least one (1) Business Day before the Site Visit. Participation in the Site Visit will be limited to the individuals that have been registered in accordance with the procedure set-out in this paragraph.

Any clarifications or changes to the RFQ resulting from the Site Visits will be issued as an Addendum to the RFQ. Interested parties who do not attend will not be precluded from submitting a Response.

## 3. RESPONSE PREPARATION INSTRUCTIONS

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

### 3.1 Delivery of Responses

Respondents must ensure that Responses are received at the Delivery Address before the Response Submission Deadline. Canada will return Responses received after the RFQ Response Submission Deadline to the Respondent unopened.

Responses sent electronically or by fax will not be accepted. Questions concerning receipt of Responses may be addressed to the Bid Receiving Unit.

### 3.2 Amendments to Responses

In advance of the RFQ Response Submission Deadline, a Respondent may amend any aspect of its Response by withdrawing its original Response in its entirety by notifying the Canada Contact Person in writing and submitting the replacement Response to the Delivery Address.

A Respondent may not amend any aspect of its Response except as set out in this Section 3.2.

### 3.3 Withdrawal of Responses

A Respondent may only withdraw its Response by giving written notice duly signed by the Respondent to the Canada Contact Person. A Response may not be withdrawn by facsimile or by any means other than the aforementioned written notice.

### 3.4 Response Form and Content

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

Each Response must:

e)a) \_\_\_\_\_ Be received at the Delivery Address before the Submission Deadline; and

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

### 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 (1) bound, signed master, marked as “Master”, and two (2) hard copies of the following:

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

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

~~If any of the above required forms (B-1 to B-6) are submitted to the Procurement Authority but not duly completed, the Procurement Authority has the right (but not the obligation) to request that the Respondent duly complete and submit them to the Procurement Authority within a timeframe specified by the Procurement Authority. Should the Respondent fail to complete and submit any of the said forms within the specified timeframe, the Response will be considered non-compliant.~~

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

- a) “Respondent Team Structure and Project Development Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section A.1 to A.3;
- b) “Design Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section B.1 to B.3;
- c) “Construction Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section C.1 to C.3;
- d) “Facility Operations Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section D.1 to D.3;
- e) “Information Technology (IT) and Specialized Equipment ~~Completion~~ Capability and Experience”, which should include all the information required by Appendix C – Table 1 Section E.1 to E.3; and

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

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

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

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

### 3.6 **Format Instructions**

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 Project Title, date, the RFQ number, Respondent’s name and Respondent Representative Contact Individual;
- b) For each package, include a table of contents;
- c) 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;
- d) Use a numbering system that corresponds to the RFQ;



- e) The text should not be smaller than Arial font size 10;
- f) Organizational charts may be provided on 11 x 17 inch (279 mm a 432 mm) paper, with text no smaller than Arial font size 8;
- g) 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;
- h) Margins should be 12 mm left, right, top and bottom, at a minimum;
- 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 Package 1 - Forms and Certifications. Page limitations are identified within Appendix C, Package 2 - Technical and Financial Capability and Experience. Any additional pages will not be considered for evaluation.

### 3.7 Request for Advance Rulings

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 for Procurement* 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:

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  
Laurier St  
Gatineau, QC  
K1A 0S5
- c) Email: [pwgsc.o.integrity-tpsgc.o.integrite@pwgsc-tpsgc.gc.ca](mailto:pwgsc.o.integrity-tpsgc.o.integrite@pwgsc-tpsgc.gc.ca); or
- d) Fill out the email form available at <https://www.tpsgc-pwgsc.gc.ca/ci-if/communiquez-contact-eng.html>

For an advance ruling on Conflict of Interest – Unfair Advantage please provide to the Canada Contact Person:

- 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, 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**

Additional Project information may be available for viewing on 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 Canada prior to the RFQ Response Submission Deadline and Respondents are responsible for regularly checking Buyandsell.gc.ca for updates.

## 4. **EVALUATION**

### 4.1 **Conduct of Evaluation**

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.

Respondents will be given a time limit to comply with any request related to any of the items named in Section 4.1. Failure to comply with the request within the specified time limit may result in the Response not being evaluated by the Procurement Authority.

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 in the Procurement Authority's sole discretion.

### 4.2 **Evaluation Process**

An Evaluation Committee will be appointed by Canada. 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.

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 proceed to the next stage of the RFQ Process as set out in Section 4.4.

#### 4.3 **Qualified Respondent**

To be considered a Qualified Respondent, a Respondent must submit a Response that:

- a) Is in accordance with Section 3.4; and,
- b) Obtains the required minimum scores where applicable in Appendix C – Rated Evaluation Criteria. However, in the event that fewer than three Respondents are able to meet any or all of the requirements set out in this Section 4.3, Canada may waive the minimum score requirement.

#### 4.4 **Invitation to Execute Submission Agreement**

After the assessment under Section 4.3 is complete, the Procurement Authority will rank the Qualified Respondents by the scores given to their Responses.

In the event of a tie of the aggregate score, the Qualified Respondent with the higher total score in “Facility Operations Capability and Experience” component of Package 2 will be selected. Should the “Facility Operations Capability and Experience” scores be identical, then the Qualified Respondent with the higher total score in the “Design Capability and Experience” component of Package 2 will be selected. Should the tie persist, the Qualified Respondent with the higher total score in the “Construction Capability and Experience” 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.

The Procurement Authority will provide the highest three (3) ranked Qualified Respondents with a draft of the Submission Agreement, a draft RFP, and a draft of the Project Agreement on the condition that the documents will be kept confidential. Respondents will be given a period of two (2) weeks to review the terms of the draft RFP and draft Project Agreement prior to signing the Submission Agreement and participating as a Proponent under the RFP.

If any of the highest three (3) 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 the event that a Proponent withdraws or is removed from the RFP process, the Authority reserves the right to invite the next highest ranked Qualified Respondent to sign the Submission Agreement and participate as a Proponent under the RFP.

This Section 4.4 shall survive the conclusion of the RFQ Process.

#### 4.5 **Notification and Debrief**

Respondents that are not selected as one of the 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 Qualified Respondents.

Any Respondent which is not selected as one of the Qualified Respondents to proceed to the RFP may request a debriefing, through the Procurement Authority, within twenty (20) Business Days following the receipt of the above mentioned written notification.

The debriefing will include the reasons the Respondent was not selected as one of the Qualified Respondents. The debriefing 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. Canada will not assume any costs in relation to any debrief.

## APPENDIX A – DEFINITIONS AND INTERPRETATION

In this RFQ:

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

**Affiliate** has the meaning set out in the Ineligibility and Suspension Policy;

**Availability of Funds** means cash and cash equivalent position, including any available undrawn credit facilities;

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

**Business Days** means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or a day on which banks are otherwise closed for business in the City of Ottawa;

**Canada** means Her Majesty the Queen in right of Canada as represented for the purposes of this RFQ by the Minister of Public Safety and Emergency Preparedness and the Minister of Public Services and Procurement;

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

**Canada Project Team** has the meaning set out in Section 1.8.1;

**CBSA** or **Agency** means Canada Border Services Agency;

**CBSA Operations** means activities that remain the responsibility of the CBSA over the entire period of the Project Agreement and include but are not limited to:

- i. Enforcement of the *Customs Act* and other applicable acts;
- ii. Primary inspection of all travellers and commercial conveyances;
- iii. Secondary inspection of all travellers, passenger vehicles and commercial vehicles;
- iv. Collection of duties and taxes;
- v. Seizure of goods, contraband and prohibited items;
- vi. Processing of immigration claims;
- vii. Detention and transfer of detainees to local police;
- viii. Granting and removing access to individuals at the POEs; and
- ix. Retaining administrative rights with respect to the security IT infrastructure, such as programming security systems for user access and monitoring security video;

**Construction Prime Member** see Prime Member;

**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/contexte-context-eng.html> and referred to in Section 13 of Appendix E;

**Data Room** means a virtual or physical repository of relevant Project information and data to be set up by Canada for the Request for Proposal stage;

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

**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 Prime Member** see Prime Member;

**Enquiry** has the meaning set out in Section 2.3;

**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;

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

**Facility Maintenance Prime Member** see Prime Member;

**Fairness Monitor** means the independent person/firm identified in the Summary of Key Information and who will perform the role set out in Section 1.8.2 of this RFQ;

**Final Substantial Completion** means the point at which all work has been substantially completed in accordance with the Project Agreement;

**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; or,
- iv. a corporation, association and federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; and, that has a place of business in the Province of Quebec;

**Financing Prime Member** see Prime Member;

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

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

**Information Session** means the information session referred to in section 2.4;

**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>;

**IT Prime Member** see Prime Member;

**Key Individuals** of a Respondent means any individual, including Third Party Experts, designated in a Respondent's Response to play a lead role for and on behalf of a 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;

**POE or Port of Entry** means all the physical infrastructure at a given location which could include roadways, the main facility, outbuildings, etc;

**P3 or PPP** means a public-private partnership;

**Preferred Proponent** means the Proponent selected by Canada 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 ~~with the exception of the Facility Operations Prime Member~~, which:

- will or is expected to lead all Team Members in the delivery of the Project (**Project Lead Prime Member**), and may also hold another Prime Member or Equity Member role; or
- will or is expected to be responsible for or undertake over 20 % of the construction work based on total estimated construction costs of the Project (**Construction Prime Member**); or
- will or is expected to play the lead design role by being responsible for leading the team and its coordination and ~~or~~ undertaking over ~~50~~35% of the overall Project design work for a) each the civil, mechanical, electrical and architectural ~~and if different from (a), b) 35% of the overall engineering elements of the Project~~ (**Design Prime Member**); or
- will or is expected to be responsible for or undertake over 30% of the facilities operations services (facilities management and lifecycle), not including information technology, for the Project based on total estimated facilities ~~operations~~ operations costs, not including information technology costs, of the Project (**Facility Operations Prime Member**); (the exclusivity to one Respondent does not apply to this Prime Member) or
- will or is expected to be responsible for or undertake over 30% of the ~~design~~ work in any of the design, provision, or maintenance and support for the information technology (IT) for the Project based on total estimated information technology costs of each respective phase (i.e. design, provision, maintenance and support) of the Project (**IT Prime Member**); or
- will be responsible for arranging the financing of the Project, including the management and coordination of lenders (**Financing 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 design, construction, financing, and maintenance of the Land Border Crossing Project, all as more particularly described in Section 1 of the body of this RFQ;

**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;

**Project Lead Prime Member** see Prime Member;

**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;

**Qualified Respondent** means a Respondent who complies with Section 4.3;

**Rated Evaluation Criteria** means the rated evaluation criteria set out in Table 1 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 joint venture or consortia, 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 (2) separately sealed packages as described in Section 3.5 which is submitted to the Procurement Authority;

**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 for the Project, as outlined in Section 2.1.2;

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

**Sensitive**, when used in relation to Information or Assets (including Sensitive Information, Sensitive Information or Asset, Sensitive Information or Assets, or Sensitive Information and Assets) means Information and/or Assets identified or classified by Canada as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED;

**Service Commencement-** means the pre-determined date when all new POEs are made available to the Crown and are fully operational;



**Service Payments** means the payments to be made in satisfaction of the service and/or performance requirements of the Project Agreement following Service Commencement;

**Site Visit** means the site visit as outlined in Section 2.5;

**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 for RFP;

**Substantial Completion** means the point at which some portion of sites have 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;

**Team Member** means an entity that is identified in the Respondent's Response as an Equity Member(s) or Prime Member(s); and

**Third Party Experts** are Key Individuals who are exclusive to one (1) Respondent, but who are not employees of the Prime or Equity Members and are proposed as Key Individuals within the Response.

## **APPENDIX B – PACKAGE 1: FORMS AND CERTIFICATIONS**

### **Instructions**

Respondents must provide the required forms, certifications and documentation as set out herein, failing which the Procurement Authority has the discretion not to evaluate such Respondent's Response:

Form B-1 – Master RFQ Submission Form;

Form B-2 – Team Member Consent Declaration Form;

Form B-3 – Respondent Team Members Form;

Form B-4 – Corporate Profile;

Form B-5 – Directors of the Respondent's Team Form; and

Form B-6 – Respondent Key Individuals Form.

**FORM B-1– MASTER RFQ SUBMISSION FORM**

|   |  |
|---|--|
| <b>Name of Respondent</b>                             |  |
| <b>Name and Title of Respondent Representative(s)</b> |  |
| <b>Address</b>  |  |
| <b>Telephone Number(s)</b>                            |  |
| <b>E-Mail Address</b>                                 |  |
| <b>Registered Address</b>                             |  |

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) it has received all Addenda to the RFQ;
- c) 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
- d) 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:
  - English
  - French

Please select just one (1) language as the Respondent's preferred language.
- e) 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
- f) 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:  
Title:  
Date:

Name:  
Title:  
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 FORM**

|   |  |
|---|--|
| <b>Legal Name of Team Member</b>  |  |
| <b>Role of Team Member</b><br>(Equity, Project Lead, Design, Construction, Facility Operations, Information Technology, or Financing) |  |
| <b>Approximate percentage of role to be performed by the Team Member</b>  |  |
| <b>Type of Business</b>   |  |
| <b>Current Trading/Business Name</b>  |  |
| <b>Year of Incorporation / Registration</b>   |  |
| <b>Registered Address</b>   |  |

I, \_\_\_\_\_, am an authorized officer or director of \_\_\_\_\_ (“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 \_\_\_\_\_ 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 \_\_\_\_\_ (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:  
Title:  
Date:

Name:  
Title:  
Date:

**FORM B-3 – RESPONDENT TEAM MEMBERS FORM**

| <b>Project Lead Prime Member</b>           |   |                               |
|--|---|-------------------------------|
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> |                               |
|  |   |                               |
| <b>Equity Member(s)</b>                    |   |                               |
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> | <b>% equity participation</b> |
|  |   |                               |
|  |   |                               |
|  |   |                               |
|  |   |                               |
| <b>Financing Prime Member(s)</b>           |   |                               |
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> |                               |
|  |   |                               |
|  |   |                               |
|  |   |                               |
|  |   |                               |
| <b>Design Prime Member(s)</b>              |   |                               |
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> | <b>% of design work</b>       |
|  |   |                               |
|  |   |                               |
| <b>Construction Prime Member(s)</b>        |   |                               |
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> | <b>% of construction work</b> |
|  |   |                               |
|  |   |                               |
|  |   |                               |
|  |   |                               |
| <b>Facility Operations Prime Member(s)</b> |   |                               |
| <b>Name</b>                                | <b>Address (Registered head office and place of business)</b> | <b>% of OMR work</b>          |
|  |   |                               |

|  |   |                     |
|--|---|---------------------|
|  |   |                     |
|  |   |                     |
| <b>Information Technology (IT) Prime Member(s)</b> |   |                     |
| <b>Name</b>  | <b>Address (Registered head office and place of business)</b> | <b>% of IT work</b> |
|  |   |                     |
|  |   |                     |
|  |   |                     |

## FORM B-4 – CORPORATE PROFILE

### Instructions

- a. Respondents must provide a corporate profile that will introduce the Respondent and each Prime Member, Equity Member and the Key Individuals (including their 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.
- b. 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.
- ~~c. The maximum page limitation for the corporate profile is fifteen (15) pages, excluding the organizational charts. Letters of support from parent companies and detailed descriptions of legal relationships are excluded from the fifteen (15) page limit.~~





**FORM B-6 – RESPONDENT KEY INDIVIDUALS FORM**

*By submitting the following table of Key Individuals in its Response, the Respondent certifies that the Key Individuals currently possess, are eligible to obtain, and/or have other Team Members that currently possess or are eligible to obtain, all required licenses and/or certifications to deliver their services, where required.*

| <b>Delegated Role</b>  | <b>Key Individual's Name</b> | <b>Registered or corporate name of affiliate company</b> | <b>Contact Information<br/>(Registered head office, place of business addresses, and email)</b> |
|--|------------------------------|--|---|
| <b>Project Lead Prime Member Key Individuals [up to three (3)]</b>                       |                              |  |   |
| <b>To be named by Proponents</b>   |                              |  |   |
|  |                              |  |   |
|  |                              |  |   |
| <b>Design Prime Member Key Individuals</b>   |                              |  |   |
| <b>Principal/Lead Design Architect</b>   |                              |  |   |
| <b>Senior Project Architect</b>  |                              |  |   |
| <b>Lead Civil Engineer</b>   |                              |  |   |
| <b>Lead Mechanical Engineer</b>  |                              |  |   |
| <b>Lead Electrical Engineer</b>  |                              |  |   |
| <b>Lead Structural Engineer</b>  |                              |  |   |
| <b>Construction Prime Member Key Individuals</b>   |                              |  |   |
| <b>Director of Construction</b>  |                              |  |   |
| <b>Project/Construction Manager</b>  |                              |  |   |
| <b>Regional Project Managers</b>   |                              |  |   |
| <b>Facility Operations Prime Member Key Individuals</b>                                  |                              |  |   |
| <b>Facility Manager</b>  |                              |  |   |
| <b>Customer Service Manager</b>  |                              |  |   |
| <b>Regional Superintendents</b>  |                              |  |   |
| <b>IT Prime Member Key Individuals</b>   |                              |  |   |
| <b>Information Technology Manager</b>  |                              |  |   |
| <b>Security Manager</b>  |                              |  |   |
| <b>Financing Prime Member Key Individuals [up to two (2) per Financing Prime Member]</b> |                              |  |   |
| <b>To be named by Respondents</b>  |                              |  |   |
|  |                              |  |   |

## **APPENDIX C – RATED EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS**

### **1. Evaluation Criteria Response Instructions**

- 1.1. 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.
- 1.2. 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.
- 1.3. If the quantity of referenced projects in the Response exceeds the limit stipulated by the submission requirements, the projects will be evaluated in the order they are supplied and any additional projects will not be evaluated.
- 1.4. Responses to the Rated Evaluation Criteria will be evaluated against the identified scales found in Appendix D – Applicable Scales for Rated Evaluation Criteria.

### **2. RFQ Evaluation Summary**

- 2.1. The Evaluation Committee will be responsible for evaluating the Responses in accordance with the Rated Evaluation Criteria.
- 2.2. Responses will be evaluated in accordance with the criteria and weight factors indicated in Table 1 below. Respondents are cautioned that a Response which fails to meet the total minimum score of 65/100, or if any of F.1, F.2 or F.3 receives a “Fail” grade will, as a result, be prevented from becoming a Qualified Respondent.
- 2.3. The referenced projects will be evaluated collectively against the comparability evaluation criterion. The reference projects will then be evaluated individually against the Capability evaluation criterion, with an average score awarded for Capability.
- 2.4. The Key Individuals assessed in criteria A.3, B.3, C.3, D.3, and E.3 will each receive a point-rating against the respective evaluation criteria, and then an average score will be awarded for the respective criterion.
- 2.5. Each F.1, F.2, and F.3 will be collectively assessed on a Pass / Fail basis.

**Table 1 – Rated Evaluation Criteria Weighting**

| <b>PACKAGE 2: TECHNICAL AND FINANCIAL CAPABILITY AND EXPERIENCE</b>                       |                     |                   |
|---|---------------------|-------------------|
| <b>RATED CRITERIA</b>   |                     | <b>WEIGHTING</b>  |
| <b>A: Respondent Team Structure and Project Development Capability and Experience</b>     |                     | <b>Total: 10%</b> |
| A.1 Respondent Team Composition, Structure and Approach                                   |                     | 4%                |
| A.2 Experience Working Together   |                     | 4%                |
| A.3 Project Lead Key Individuals  |                     | 2%                |
| <b>B: Design Capability and Experience</b>  |                     | <b>Total: 25%</b> |
| B.1 Experience  | B.1.1 Comparability | 5%                |
|   | B.1.2 Capability    | 5%                |
| B.2 Approach  |                     | 10%               |
| B.3 Key Individuals   |                     | 5%                |
| <b>C: Construction Capability and Experience</b>  |                     | <b>Total: 25%</b> |
| C.1 Experience  | C.1.1 Comparability | 5%                |
|   | C.1.2 Capability    | 5%                |
| C.2 Approach  |                     | 10%               |
| C.3 Key Individuals   |                     | 5%                |
| <b>D: Facility Operations Capability and Experience</b>                                   |                     | <b>Total: 20%</b> |
| D.1 Experience  | D.1.1 Comparability | 3%                |
|   | D.1.2 Capability    | 3%                |
| D.2 Approach  |                     | 10%               |
| D.3 Key Individuals   |                     | 4%                |
| <b>E. Information Technology (IT) and Specialized Equipment Capability and Experience</b> |                     | <b>Total: 20%</b> |
| E.1 Experience  | E.1.1 Comparability | 3%                |
|   | E.1.2 Capability    | 3%                |
| E.2 Approach  |                     | 10%               |
| E.3 Key Individuals   |                     | 4%                |
| <b>TOTAL MINIMUM SCORE</b>  |                     | <b>65/100</b>     |
| <b>F. Financial Capacity and Financing Experience</b>                                     |                     |                   |
| F.1 <u>Financial</u> Capacity   |                     | Pass/Fail         |
| F.2 <u>Financing Prime Team Experience</u> <del>Experience</del>                          |                     | Pass/Fail         |
| F.3 Key Individuals   |                     | Pass/Fail         |

**PACKAGE 2: TECHNICAL AND FINANCIAL CAPABILITY AND EXPERIENCE**

|  |  |   |                      |
|--|--|---|----------------------|
| <b>A. Respondent Team Structure and Project Development Capability and Experience</b>  |  | <b>Total Weighting for Section A = 10%</b>      |                      |
| <b>A.1 Respondent Team Composition, Structure, and Approach</b>  |  | <b>Max Pages: 8<br/>(Excluding org. charts)</b> | <b>Weighting: 4%</b> |
| <b>Submission Requirements</b>   |  |   |                      |
| <ol style="list-style-type: none"> <li>1. Provide an organizational chart illustrating the relationship between each of the Prime Members and Key Individuals for the Project.</li> <li>2. Describe the roles and responsibilities of each Team Member and Key Individual in the Project.</li> <li>3. Describe the plan and approach for governing and managing the Respondent Team, having specific regard to: <ol style="list-style-type: none"> <li>a) Decision-making authority for the Respondent and, if this authority will be shared between two (2) or more individuals;</li> <li>b) The Respondent’s approach to ensuring suitable and effective integration of the functions of the Project Lead Prime Member, Design Prime Member(s), Construction Prime Member(s), Facility Operations Prime Member(s) and IT Prime Member(s) and description of the risk allocation across the team and the interface between these Team Members; and</li> <li>c) The essential elements and approach of the Respondent to developing a successful long-term partnership with Canada.</li> </ol> </li> </ol> |  |   |                      |
| <b>Evaluation Criteria</b>   |  |   |                      |
| <p>The response will be evaluated based on the degree to which the Respondent provides a clear and effective team composition, structure and approach. Furthermore, elements presented in support of this criterion should collectively demonstrate:</p> <ol style="list-style-type: none"> <li>1. A clearly articulated organizational structure, including a comprehensive description of reporting structure and hierarchy of Team Members and Key Individuals that takes into account the needs of the Project;</li> <li>2. Clear descriptions of roles and responsibilities for all Team Members and Key Individuals that take into account the needs of the Project;</li> <li>3. An efficient and clear decision-making process;</li> <li>4. Clearly defined contractual and risk allocation between the Respondent Team Members; and</li> <li>5. Effective approach to developing a successful long-term relationship with Canada taking into account the unique challenges of the Project.</li> </ol>  |  |   |                      |
| <b>A.2 Experience Working Together</b>   |  | <b>Max Pages: 3 per project</b>                 | <b>Weighting: 4%</b> |
| <b>Submission Requirements</b>   |  |   |                      |

Using Form C-1 in Attachment 1 to Appendix C of the RFQ, provide three (3) project examples where two (2) or more of the Respondent Team Members worked together within the past ten (10) years from the closing date of the RFQ.

**Evaluation Criteria**

The response will be evaluated based on the degree to which it reflects how well the 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. Number of Key Individuals that have worked together on the reference projects, particularly if they worked for different Team Members;
3. Whether the role of the Team Members and Key Individuals and duration of their relationship in the referenced projects is similar and relevant to that of the Project;
4. If the projects were delivered under an alternative delivery model (such as DBFOM, DBFM or DBOM);
5. Degree to which the projects are comparable, including if there were any similar key challenges and solutions implemented;
6. If the construction component of the projects was delivered on schedule and on budget;
7. Degree to which the projects have been delivered recently; and
8. Identification of success factors/lessons learned, which led to the members working well together and will be applied similarly to the Project.

**A.3 Project Lead Key Individuals**

**Max Pages:  
3 per Key Individual**

**Weighting: 2%**

**Submission Requirements**

Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for a maximum of three (3) Project Lead Key Individuals describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.

**Evaluation Criteria**

The response will be evaluated on the degree to which it reflects how the proposed Key Individuals have the required experience and capability considering:

1. Identified responsibilities for each Key Individual and demonstration of degree of success in carrying out those responsibilities;
2. Key Individuals experience in a similar role and responsibility to the Project as are being proposed in section A.1 for the Key Individuals, on comparable projects; and
3. Experience delivering under an alternative delivery model (such as DBFOM, DBFM or DBOM).

**B. Design Capability and Experience**

**Total Weighting for Section B = 25%**

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

The Response should demonstrate that the approach:

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

### B.3 Key Individuals

**Max Pages: 3 per Key Individual**

**Weighting: 5%**

### Submission Requirements

Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for each of the following Key Individuals from the Design Prime Member(s) describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.

- a) Principal/Lead Design Architect
- b) Senior Project Architect
- c) Lead Civil Engineer
- d) Lead Mechanical Engineer
- e) Lead Electrical Engineer
- f) Lead Structural Engineer

### Evaluation Criteria

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

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

|   |                      |  |                       |
|---|----------------------|--|-----------------------|
| <b>C. Construction Capability and Experience</b>  |                      | <b>Total Weighting for Section C = 25%</b>   |                       |
| <b>C.1 Experience</b>   |                      | <b>Max Pages: 5 per project</b>  |                       |
| <b>Submission Requirements</b>  |                      |  |                       |
| <ol style="list-style-type: none"> <li>Using Form C-3 provided in Attachment 1 of Appendix C of this RFQ, submit three (3) comparable project examples that have reached substantial completion within the past ten (10) years from the closing date of the RFQ, demonstrating the Construction Prime Member(s)' experience, with at least one (1) example from each Construction Prime Member.</li> <li>The projects presented must have been delivered by the Construction Prime Member(s) of the Respondent Team assuming responsibility and liability for the provision of those services.</li> </ol>   |                      |  |                       |
| <b>Evaluation Criteria</b>  |                      |  |                       |
| <b>C.1.1 Comparability</b>  | <b>Weighting: 5%</b> | <b>C.1.2 Capability</b>  | <b>Weighting: 5%</b>  |
| <p>Referenced projects will be evaluated based on the degree to which they are collectively comparable to the Project parameters below, including the degree to which the projects have been delivered recently:</p> <ol style="list-style-type: none"> <li>Undertaking of construction activities, including use of temporary facilities, while maintaining a fully operational environment with minimal planned or unplanned interruption of services to existing customers;</li> <li>Construction in remote areas;</li> <li>Maintaining a secure operational environment;</li> <li><del>Construction using more than one contractor, if applicable;</del></li> <li>Construction in varying climatic conditions with restricted construction seasons; and</li> <li>Delivery of projects subject to Quebec regulations, and within the Quebec construction labour market.</li> </ol> |                      | <p>The Response will be evaluated based on the degree to which each of the projects demonstrates the Respondent's capability to:</p> <ol style="list-style-type: none"> <li>Manage project schedules, including supply chain project delivery logistics and on-site work;</li> <li>Perform construction in an operational and secure environment;</li> <li>Coordinate construction work to achieve integration between designers, operators, and constructors;</li> <li>Implement effective and innovative construction approaches to respond to environmental issues; and</li> <li>Address project challenges and provide benefit to the client.</li> </ol> |                       |
| <b>C.2 Approach</b>   |                      | <b>Max Pages: 5</b>  | <b>Weighting: 10%</b> |
| <b>Submission Requirements</b>  |                      |  |                       |
| Describe the Construction Prime Member(s)' approach to construction planning and execution, highlighting subject matter expertise and relevant knowledge gained from the experience presented in C.1, for developing solutions, in line with the evaluation criteria below.   |                      |  |                       |



|  |  |                      |
|--|--|----------------------|
| <b>Evaluation Criteria</b>   |  |                      |
| <p>The Response should demonstrate:</p> <ol style="list-style-type: none"> <li>1. The proposed approach is clearly and comprehensively presented and relates and responds to the challenges and opportunities of the Project;</li> <li>2. The proposed approach is efficient, realistic and well supported with lessons learned from projects presented in C.1;</li> <li>3. Identifies risks and proposes mitigation measures related to those risks;</li> <li>4. Effective organization, management, and coordination of Team Members responsible for logistics and construction delivery at numerous sites in a multi-jurisdictional, pan-Canadian environment;</li> <li>5. Site management and construction staging efficiencies, including the strategy for maintaining a fully operational and secure environment with minimal disruptions, particularly during transition from existing facilities to temporary facilities (if necessary) to final facilities;</li> <li>6. Effective response to environmental issues;</li> <li>7. Understanding of the contractual responsibilities of the parties to a DBFM project during the construction phase, including the interfaces with the Advocate Architect and Independent Certifier; and</li> <li>8. Ensuring consistency in delivery and quality across all sites.</li> </ol> |  |                      |
| <b>C.3 Key Individuals</b>   | <b>Max Pages: 3 per Key Individual</b> | <b>Weighting: 5%</b> |
| <b>Submission Requirements</b>   |  |                      |
| <p>Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for each of the following Key Individuals from the Construction Prime Member describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.</p> <ol style="list-style-type: none"> <li>(a) Director of Construction</li> <li>(b) Project/Construction Manager</li> <li>(c) Regional Project Managers</li> </ol>   |  |                      |
| <b>Evaluation Criteria</b>   |  |                      |
| <p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals' capability to:</p> <ol style="list-style-type: none"> <li>1. Work in comparable project functions as proposed in section A.1 for the Key Individuals;</li> <li>2. Work at a comparable level of responsibility as proposed in section A.1 for the Key Individuals;</li> <li>3. Work in a highly secure environment;</li> <li>4. Deliver on comparable projects, meaning new construction of multiple purpose-built facilities in various locations across Canada;</li> </ol>   |  |                      |

5. Lead, manage and construct while supporting a safe work environment and quality outputs; and
6. Deliver under an alternative delivery model (such as DBFOM, DBFM or DBOM).

|  |                      |   |                      |
|--|----------------------|---|----------------------|
| <b>D. Facility Operations Capability and Experience</b>  |                      | <b>Total Weighting for Section D = 20%</b>  |                      |
| <b>D.1 Experience</b>  |                      | <b>Max Pages: 5 per project</b>   |                      |
| <b>Submission Requirements</b>   |                      |   |                      |
| <ol style="list-style-type: none"> <li>1. Using Form C-4 provided in Attachment 1 of Appendix C of this RFQ, submit three (3) project examples from within the past ten (10) years from the closing date of this RFQ, demonstrating the Facility Operations Prime Member(s) experience, <u>with at least one (1) example for each Facility Operations Prime Member-</u></li> <li>2. The reference projects presented must have been delivered by the Facility Operations Prime Member(s) of the Respondent Team assuming responsibility and liability for the provision of those services. These services must have been provided internally or through its own managed sub-contracts, where the Prime Member(s) assumed full responsibility and liability for the provision of those services.</li> </ol> |                      |   |                      |
| <b>Evaluation Criteria</b>   |                      |   |                      |
| <b>D.1.1 Comparability</b>   | <b>Weighting: 3%</b> | <b>D.1.2 Capability</b>   | <b>Weighting: 3%</b> |
| <p>Referenced projects will be evaluated based on the degree to which they are collectively comparable to the Project parameters below:</p> <ol style="list-style-type: none"> <li>1. Support to multi-site facilities;</li> <li>2. Provision of maintenance service to facilities with mission critical controls, such as security;</li> <li>3. Provision of maintenance service to temporary facilities during construction while maintaining mission critical controls;</li> <li>4. Provision of maintenance services to facilities in remote and geographically diverse locations; and</li> <li>5. Delivery under an alternative delivery model (such as DBFOM, DBFM or DBOM).</li> </ol>  |                      | <p>The Response will be evaluated based on the degree to which each of the projects demonstrates the Respondent's capability to:</p> <ol style="list-style-type: none"> <li>1. Provide maintenance services 24/7 with bilingual single Help Desk capability;</li> <li>2. Deliver maintenance services consecutively for at least five (5) years;</li> <li>3. Provide long-term operation and maintenance services for the safe functioning of building systems, including monitoring and inspection, and preventive and corrective maintenance;</li> <li>4. Deliver strategic planning of routine maintenance works and life cycle works, in consultation with project sponsors, taking into account end-of-term considerations for asset condition and transfer;</li> <li>5. Work within a regime of performance indicators linked to the payment mechanism for operation and maintenance services to achieve clearly defined service levels; and</li> <li>6. Address project challenges and provide benefit to the client.</li> </ol> |                      |

|   |  |                       |
|---|--|-----------------------|
|   |  |                       |
| <b>D.2 Approach</b>   | <b>Max Pages: 5</b>                    | <b>Weighting: 10%</b> |
| <b>Submission Requirements</b>  |  |                       |
| Describe the Facility Operations Prime Member(s)'s approach to the long-term (30 years) facility operations of the Project which includes maintenance, repair, soft infrastructure services and lifecycle reinvestment highlighting subject matter expertise and relevant knowledge gained from the experience presented in D.1, in line with the evaluation criteria below.  |  |                       |
| <b>Evaluation Criteria</b>  |  |                       |
| <p>The Response should demonstrate that the approach:</p> <ol style="list-style-type: none"> <li>1. Includes effective organization, management, and coordination of Team Members responsible for facilities maintenance delivery in a multi-jurisdictional, pan-Canadian environment;</li> <li>2. Presents a sound approach to ongoing maintenance during construction, managing performance, reporting on Key Performance Indicators and providing maintenance services under a deductions regime;</li> <li>3. Considers the management of bundled facilities including a Help Desk;</li> <li>4. Identifies risks and proposes mitigation measures related to those risks;</li> <li>5. Includes a strong integration of maintenance and rehabilitation responsibilities with the other Team Members and the project authority;</li> <li>6. Responds to the challenges and opportunities of the Project including security;</li> <li>7. Is realistic and well supported with lessons learned from referenced projects presented in D.1;</li> <li>8. Demonstrates an understanding of performance risk and reporting;</li> <li>9. Provides efficient and innovative solutions to facility maintenance; and</li> <li>10. Includes a sound approach to rehabilitation of the facilities, including lifecycle replacement and refurbishment of equipment.</li> </ol> |  |                       |
| <b>D.3 Key Individuals</b>  | <b>Max Pages: 3 per Key Individual</b> | <b>Weighting: 4%</b>  |
| <b>Submission Requirements</b>  |  |                       |
| <ol style="list-style-type: none"> <li>1. Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for each of the following Key Individuals from the Facility Operations Prime Member(s) describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project. <ol style="list-style-type: none"> <li>(a) Facilities Manager</li> <li>(b) Customer Service Manager</li> </ol> </li> </ol>  |  |                       |

(c) Regional Superintendents

**Evaluation Criteria**

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

1. Working in a comparable project function as proposed in section A.1 for the Key Individual;
2. Work at a comparable level of responsibility as proposed in section A.1 for that Key Individual;
3. Work within a regime of performance indicators linked to the payment mechanism for operation and maintenance services to achieve clearly defined service levels;
4. Integrate and implement long-term operation and maintenance procedures comparable to the Project; and
5. Deliver under an alternative delivery model (such as DBFOM, DBFM or DBOM).

|  |                      |  |                      |
|--|----------------------|--|----------------------|
| <b>E. Information Technology (IT) and Specialized Equipment Capability and Experience</b>  |                      | <b>Total Weighting for Section E = 20%</b>   |                      |
| <b>E.1 Experience</b>  |                      | <b>Max Pages: <del>5-per-project</del>15</b>   |                      |
| <b>Submission Requirements</b>   |                      |  |                      |
| Using Form C-5 provided in Attachment 1 of Appendix C of this RFQ, submit <u>at least three (3) <del>two (2)</del></u> comparable project examples demonstrating the Information Technology (IT) Prime Member(s)'s experience <u>in design, provision, and maintenance and support, where the Prime Member(s) was the primary IT service provider,</u> and where the IT systems commenced being in operation within the past five (5) years from the closing date of this RFQ, <u>with at least one (1) example for each IT Prime Member.-</u>                                 |                      |  |                      |
| <b>Evaluation Criteria</b>   |                      |  |                      |
| <b>E.1.1 Comparability</b>   | <b>Weighting: 3%</b> | <b>E.1.2 Capability</b>  | <b>Weighting: 3%</b> |
| Referenced projects will be evaluated based on the degree to which they are collectively comparable to the Project parameters below: <ol style="list-style-type: none"> <li>1. Design, provision, maintenance and support of information technology infrastructure within a secure local area network, such as desktops, scanners, printers, scanners and peripherals;</li> <li>2. Design, provision, maintenance and support of integrated Closed Circuit Television (CCTV) systems, Access Control and Intrusion Detection Systems (ACIDS), and security systems;</li> </ol> |                      | The Response will be evaluated based on the degree to which <del>each of the</del> <u>referenced</u> projects <u>collectively</u> demonstrates the Respondent's capability to: <ol style="list-style-type: none"> <li>1. Provide value-added, innovative solutions to design and technical challenges for information technology, security systems, and specialized equipment;</li> <li>2. Successfully upgrade IT and specialized equipment with no disruptions to continuous service; and</li> </ol> |                      |

|   |   |
|---|---|
| <p>3. Design, provision, maintenance and support of specialized equipment such as license plate readers, hand held technologies, radio systems; and</p> <p>4. Successful migration of information and security functions from existing systems to temporary systems to new systems.</p> | <p>3. Respond to IT and security issues to obtain a rapid resolution, particularly to mission critical systems.</p> |
|---|---|

|                     |                     |                       |
|---------------------|---------------------|-----------------------|
| <b>E.2 Approach</b> | <b>Max Pages: 5</b> | <b>Weighting: 10%</b> |
|---------------------|---------------------|-----------------------|

**Submission Requirements**

Describe the IT Prime Member(s)'s approach to Information Technology and specialized equipment design, provision, maintenance and support, highlighting subject matter expertise and relevant knowledge gained from the experience presented in E.1, for developing solutions, in line with the evaluation criteria below:

**Evaluation Criteria**

The Response should demonstrate:

1. The proposed approach is clearly and comprehensively presented and relates and responds to the challenges and opportunities of the Project;
2. The proposed approach is efficient, realistic and well supported with lessons learned from projects presented in E.1;
3. Identifies risks and proposes mitigation measures related to those risks;
4. Effective organization, management, and coordination of Team Members responsible for logistics and delivery of IT and specialized equipment at numerous sites in a multi-jurisdictional, pan-Canadian environment; and
5. The strategy for maintaining fully functional IT and security system with minimal disruptions, particularly during transition from existing facilities to temporary facilities (if necessary) to final facilities.

|                            |  |                      |
|----------------------------|--|----------------------|
| <b>E.3 Key Individuals</b> | <b>Max Pages: 3 per Key Individual</b> | <b>Weighting: 4%</b> |
|----------------------------|--|----------------------|

**Submission Requirements**

Using Form C-7 provided in Attachment 1 to Appendix C of this RFQ, submit resumes for each of the following Key Individuals from the IT Prime Member(s) describing their overall experience within the past five (5) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.

- (a) Information Technology Manager
- (b) Security Manager

**Evaluation Criteria**

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

1. Working in a comparable project function as proposed in section A.1 for the Key Individual;
2. Work at a comparable level of responsibility as proposed in section A.1 for the Key Individual;
3. Work in a secure environment;
4. Lead, manage design and support quality outputs;
5. Manage migration and upgrades of IT and security systems as well as specialized equipment; and
6. Deliver under an alternative delivery model (such as DBFOM, DBFM or DBOM).

**F. Financial Capability and Financing Experience**

**F.1 Financial Capacity**

**Max Pages: Unlimited**

This criterion will assess, on a Pass/Fail basis, the financial capacity of the Prime Members individually and collectively to undertake their respective roles in the Project as described below:

- a. Equity Member(s)'s capacity to fund the Project;
- b. Design Prime Member(s)'s, Construction Prime Member(s)'s, Facility Operations Prime Member(s)'s, IT Prime Member(s)'s and Financing Prime Member(s)'s capacity to undertake its Project obligations; and
- c. Guarantor(s), if applicable.

**Submission Requirements**

To address the above, Respondents must briefly describe in the context of each Prime Member's proposed roles and project obligations:

1. For all anticipated Equity Members:
  - a. The specific sources of equity capital for each equity capital funder (i.e. net assets, liquid assets, letters of commitment, cash) and its current financial position;
  - b. Details as to how the providers of equity capital plan to ensure adequate funding by Financial Close (including anticipated third party support or guarantees);
2. The Design Prime Member(s)'s and the Construction Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss revenues relative to Project scope, financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties);
3. The Facility Operations Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties); and
4. The IT Prime Member(s)'s capacity to undertake its project obligations (e.g., discuss financial viability and ability to provide performance security, credit rating, and describe support and/or guarantees from any other parties).

This information should be substantiated, for each of anticipated Prime Member (who will not be performing the work as a subcontractor to another anticipated Prime Member) and the Equity Member Guarantor(s) (if applicable):

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

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

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

### **Evaluation Criteria**

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

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

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

### **F.2 Financing Prime Team Experience**

This criterion will assess, on a Pass/Fail basis, the experience of the Financing Prime Member(s) in financing capabilities, approaches and experience relevant to the nature, size (dollar value) and scope of this Project.

### **Submission Requirements**

Max Pages: 5 per project

Using Form C-6 provided in Attachment 1 of Appendix C of this RFQ, submit three (3) project examples that utilized limited-recourse or non-recourse project financing and are of relevance to the Project's requirements demonstrating the Financing Prime Member(s)'s successful implementation of past project financings.

### Evaluation Criteria

The Response will be evaluated on the degree to which the Respondent demonstrates experience comparable to the requirements of the Project. In particular, referenced ~~projects~~ should-must have:

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

### F.3 Key Individuals

Max Pages: 3 per Key Individual

This criterion will assess, on a Pass/Fail basis, the experience of up to two (2) Key Individuals from the Financing Prime Member(s) in financing similar projects.

### Submission Requirements

Using Form C-7 provided in Attachment 1 of Appendix C of this RFQ, submit resumes for a maximum of two (2) Key Individuals from the Financing Prime Member(s).

### Evaluation Criteria

The Response will be evaluated on the degree to which the Key Individuals demonstrate successful implementation of past comparable project financings. In particular, experience should-must include projects that have:

1. Been delivered under an alternative delivery model (such as DBF, DBFM or DBFOM);
2. Been located in Canada or in a similar financial market environment;
3. A minimum of \$350 million capital costs (~~preferably with a capital structure~~ with a gearing ratio greater than 70%);
4. A regime of performance indicators linked to the payment mechanism;
5. ~~Consideration-of-Utilized~~ substantial completion payments;
6. Financing terms (debt tenor) of 20 years or longer; and
7. ~~Successfully s~~ecured financing and achieved financial close within the last 105 years.



**Attachment 1 to Appendix C – SUBMISSION FORMS**

**FORM C-1 - TEAMING EXPERIENCE**

- (a) Project name
- (b) Location of project (City, Province/State, Country), climate and setting
- (c) Name of the client and client reference
- (d) Total Capital budget (original and final, including a brief description of any variance between the two)
- (e) Years in Operation
- (f) Project Start date
- (g) Project Substantial Completion date (original and final, including a brief description of any variance between the two)
- (h) Status of the project
- (i) Project Delivery type (D/B, DBFOM, DBFM, etc.)
- (j) Prime Team Members and Key Individuals
- (k) Project description
- (l) Relevance to the Project by providing a description and demonstrating how it is of a similar nature and scope to the Project described in the RFQ
- (m) 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
- (n) 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 PRIME MEMBER PROJECT EXPERIENCE**

- (a) Project name
- (b) Location of project (City, Province/State, Country), climate and setting
- (c) Name of the client and client reference
- (d) Project Start date (design)
- (e) Project Completion date
- (f) Status of the project
- (g) Project Delivery (D/B, DBFOM, DBFM, etc.)
- (h) Design Prime Member
- (i) Comparability 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
- (j) Design Prime Member's demonstration of capability including:
  - i. Role in the project design execution
  - ii. Description of any limitations on the scope of the design services, key challenges and solutions implemented, including site planning
  - iii. Coordination and integration of construction and operating, maintenance, and rehabilitation requirements into the design
  - iv. Design to standards for sustainability and longevity
  - v. The level of efficiency of the construction of the design, or its constructability, including if the construction is completed and the facility is operating
  - vi. Description of the success factors, lessons learned and measurable benefits to the client
- (k) 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 PRIME MEMBER PROJECT EXPERIENCE**

- (a) Project name
- (b) Location of project (City, Province/State, Country), climate and setting
- (c) Name of the client and client reference
- (d) Project Start date
- (e) Project Substantial Completion date
- (f) Status of the project
- (g) Project Delivery (D/B, DBFOM, DBFM, etc.)
- (h) Construction Prime Member name(s)
- (i) Comparability 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
- (j) Construction Prime Member's demonstration of capability including:
  - i. Management of project schedule and logistics coordination, detailing when the construction services were provided
  - ii. Construction Prime Member's role in the project construction execution and a description of any limitations on the scope of the construction services
  - iii. Integration with designers and operators during construction work
  - iv. Approaches developed to respond to specific environmental issues
  - v. Description of the key challenges, success factors, lessons learned and measurable benefits to the client
- (k) Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this project experience

**FORM C-4 - FACILITY OPERATIONS PRIME MEMBER PROJECT EXPERIENCE**

- (a) Project name
- (b) Location of project (City, Province/State, Country), and setting
- (c) Name of the client and client reference
- (d) Years in operation
- (e) Date of commencement, length of contract, and date completed or current status of services provided
- (f) Status of the project
- (g) Project Delivery (DBFOM, DBFM, etc.)
- (h) Facility Operations Prime Member name(s)
- (i) Comparability to the Project by providing a description of the Facility Operations services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ
- (j) Facility Operations Prime Member's demonstration of capability including:
  - i. Facility Operations Prime Member's role in the project Facility Operations execution, including (where applicable) a description of the scope of maintenance, responsibility for the safe-functioning of building system, monitoring and inspection, preventative and corrective maintenance, life-cycle and rehabilitation planning and works, and end-of-term considerations for asset handback
  - ii. Description of any performance regime linked to the payment mechanism of the project to achieve clearly defined service levels
  - iii. Description of the key challenges, solutions implemented, success factors, lessons learned and measurable benefits to the client
- (k) Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this project experience

**FORM C-5 – INFORMATION TECHNOLOGY (IT) PRIME MEMBER PROJECT EXPERIENCE**

- (a) Project name
- (b) Location of project (City, Province/State, Country), climate and setting
- (c) Name of the client and client reference
- (d) Project Start date
- (e) Project Substantial Completion date
- (f) Status of the project
- (g) IT Prime Member name(s)
- (h) Comparability to the Project by providing a description of the IT services provided and demonstrating how these are of a similar nature and scope to the Project described in the RFQ
- (i) IT Prime Member's demonstration of capability including:
  - i. Role in the project design execution
  - ii. Description of any limitations on the scope of the IT services, key challenges and solutions implemented, including coordination and integration of design, construction and operating, maintenance, and rehabilitation requirements
  - iii. Upgrades to IT and specialized equipment while maintaining continuous operations
  - iv. Response to IT and security issues, particularly to mission critical systems
  - v. Description of the success factors, lessons learned and measurable benefits to the client
- (j) Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this project experience

## **FORM C-6 - FINANCING PRIME MEMBER PROJECT EXPERIENCE**

- (a) Project name
- (b) Status of the project
- (c) Location of project (City, Province/State, Country), climate and setting
- (d) Name of the client and client reference
- (e) Project ~~d~~Delivery type/procurement model (alternative delivery model such as P3D/B, DBFOM, DBFM or DBOM, etc.)
- (f) Total capital budget (original and final, including a brief description of any variance between the two)

~~(g) Project Substantial Completion financing and date (original and final, including a brief description of any variance between the two)~~

~~(h)~~(g) Financing Prime Member name(s) and Key Individuals

~~(i)~~(h) Date of financial close

~~(j)~~(i) 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

~~(k)~~(j) Relevance to the past project to this Project, including if there was a regime of performance indicators linked to the payment mechanism

~~(l)~~(k) Financing Prime Team Member(s)'s role

~~(m)~~(l) Any further information that will assist in evaluating the Response in line with the evaluation criteria

## FORM C-7 – KEY INDIVIDUAL EXPERIENCE

- (a) Name of Key Individual, all professional designations and employing Team Member
- (b) Key Individual's role in this Project
- (c) Key Individual experience
- (d) Selected past project, (3 projects max. per Key Individual)
  - i. Project name and name of the client
  - ~~ii. Key Individual's role and responsibilities in the past project~~
  - ~~iii.ii.~~ iii.ii. Project description including type of facility, size of project (area), and design, construction, facility operations, and total project values (in Canadian dollars)
  - ~~iv.iii.~~ iv.iii. Project delivery type/procurement model (i.e. conventional ~~or alternative delivery~~ model, such as Design-Build ~~or alternative delivery model such as~~, P3, DBFOM, DBFM or DBOM) (Note: evaluation criteria may require a specific project delivery type/procurement model)
  - ~~v.iv.~~ v.iv. ~~Relevance of past project experience the Project – d~~ Description of the Key Individual's role and level of responsibility in the referenced project, demonstration of how this is similar to the Project and the degree of success in their performance and the degree of success of their performance
  - ~~vi.~~ vi. ~~Demonstration of how the role and responsibilities are of a similar nature and scope to the Project~~
  - ~~vii.v.~~ vii.v. Sponsor/client contact information including sponsor/client business and operating name, contact name, title, location, phone number and email 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
- (f) Any further information that will assist in the evaluation of the Response in line with the evaluation criteria for this Key Individual

## APPENDIX D – APPLICABLE SCALES FOR RATED EVALUATION CRITERIA

### 1. Scoring Methodology

1.1 Scoring of RFQ Responses will be based on the following methodology:

- a) For each point Rated Evaluation Criterion, the Response ratings will be converted into weighted scores using the following formula:

$$\text{Weighted Score} = \frac{\text{Criterion Awarded Rating}}{\text{Maximum Scale Rating}} \times \text{Maximum points for the Evaluation Criterion}$$

- b) Total score for an RFQ Response will be the sum of weighted scores for all Rated Evaluation Criteria;
- c) For each Rated Evaluation Criterion, Respondents will be rated in accordance with Scales D-1 and D-2 presented in Section 1.2 below; and
- d) For each Pass / Fail Rated Evaluation Criteria, Respondents will be rated in accordance with Scale D-3 presented in Section 1.2 below.

1.2 For the purposes of the scales below, individual strengths and weaknesses will be assessed based on their significance and potential impact on capability.

- a) **Strength** means an aspect that demonstrates comparability or the capability to meet or exceed the requirements.
- b) **Weakness** means a failure to fully demonstrate comparability or the capability to deliver a requirement.

### 2. Rating Scales

| Scale D-1: Referenced Project Comparability |   |
|---|---|
| RATING                                      | DESCRIPTION   |
| 5   | <b>Outstanding</b> – The referenced project exceeds the expectations of comparability to the Project in all aspects required by the criterion, with no weaknesses or with strengths that far outweigh any weaknesses. |
| 4   | <b>Good</b> – The referenced project is highly comparable to the Project in almost all aspects required by the criterion, and the strengths of the referenced project outweigh any weaknesses.                        |
| 3   | <b>Relevant</b> – The referenced project is comparable to the Project in most aspects required by the criterion, with a few weaknesses that are offset by strengths.  |
| 2   | <b>Moderately Relevant</b> – The referenced project is somewhat comparable to the Project in some aspects required by the criterion, with weaknesses that are not offset by strengths.                                |
| 1   | <b>Limited Relevance</b> – The referenced project is scarcely comparable to the Project in aspects required by the criterion, with significant weaknesses.  |
| 0   | <b>Unacceptable</b> – The referenced project is not comparable in any aspect required by the criterion.   |



### Scale D-2: Capability, Approach, and Key Individuals

| RATING | DESCRIPTION   |
|--------|---|
| 5      | <b>Exceptionally Addressed</b> – The response exceeds all of the criteria with no weaknesses, or with strengths that far outweigh any weaknesses. The Respondent’s level of capability is excellent or demonstrates an approach that is highly relevant to the Project.                         |
| 4      | <b>Fully Addressed</b> – The response meets all of the criteria, and strengths outweigh any weaknesses. The Respondent’s level of capability is very good or demonstrates an approach that is very relevant to the Project.   |
| 3      | <b>Satisfactorily Addressed</b> – The response meets most of the criteria with few weaknesses that are offset by strengths or that have an insignificant impact on capability. The Respondent’s capability is good or demonstrates an approach that is relevant to the Project.                 |
| 2      | <b>Moderately Addressed</b> – The response does not meet all of the criteria due to a moderate level of weaknesses, which are not offset by strengths, and impact capability. The Respondent has some level of capability or demonstrates an approach with some relevance to the Project.       |
| 1      | <b>Poorly Addressed</b> – The response fails to meet the criteria due to significant weaknesses, which are not offset by strengths, and have a significant negative impact on capability. The Respondent has limited capability or demonstrates an approach of little relevance to the Project. |
| 0      | <b>Not Addressed</b> – No response provided or the response does not address the RFQ requirement.   |

### Scale D-3: Financial Evaluation Criteria

| RATING | DESCRIPTION  |
|--------|--|
|        | <u>F.1</u>   |
| PASS   | <del>The information provided response meets at least most of the criteria with no more than few weaknesses that are offset by strengths or that have an insignificant impact on capacity. the expectations of capacity, comparability or experience to the Project in all aspects required by the criterion, with no material weakness.</del>     |
| FAIL   | <del>The information provided fails to response does not meet all of the criteria due to an at least moderate level of weaknesses, which are not offset by strengths, and impact capacity. expectations of capacity, comparability or experience to the Project and demonstrates a material weakness in an aspect required by the criterion.</del> |
|        | <u>F.2</u>   |
| PASS   | <u>The referenced projects meet all aspects required by the criterion.</u>   |

|                    |   |
|--------------------|---|
| <b><u>FAIL</u></b> | <u>The referenced projects fail to meet all aspects required by the criterion.</u>  |
|                    | <u>F.3</u>  |
| <b><u>PASS</u></b> | <u>The referenced projects meet all aspects required by the criterion and Key Individuals' capability demonstrates no more than a few weaknesses that are offset by strengths or that have an insignificant impact on capability.</u> |
| <b><u>FAIL</u></b> | <u>The referenced projects fail to meet all aspects required by the criterion and/or Key Individuals' capability demonstrates at least a moderate level of weakness, which are not offset by strengths, and impact capability.</u>    |

## 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 2.3 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 regularly and up to the Response Submission Deadline.
- 2.4.3. Each Respondent must acknowledge receipt of each Addendum on Form B-1: Master RFQ Submission Form.

### 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 Canada**

6.1. Canada in its absolute discretion 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, or Section 15 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. if less than three (3) compliant Responses are received, cancel or defer the RFQ;

6.1.7. change the dates, deadlines, process and requirements described in this RFQ;

6.1.8. accept or reject any or all of the Responses; and

6.1.9. 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 Prime Members and Equity 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, a Prime Member or an Equity Member is bankrupt, 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 Appendix E, 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 reference into, and form a binding part of ~~the response solicitation~~ this RFQ. The ~~Respondent Bidder~~ must comply with the Policy and Directives found at [Ineligibility and Suspension Policy](#).

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

12.3. In addition to all other information required in the ~~response solicitation~~ RFQ, the ~~Respondent Bidder~~ must provide the following:

~~12.3.1.a.~~ by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and

~~12.3.2.b.~~ with its ~~R~~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](#)~~Declaration form for procurement~~.

12.4. Subject to subsection 12.5, by submitting a ~~R~~response to this ~~solicitation~~RFQ, the ~~Respondent Bidder~~ certifies that:

~~12.4.1.a.~~ it has read and understands the [Ineligibility and Suspension Policy](#);

~~12.4.2.b.~~ it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;

~~12.4.3.c.~~ 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;

~~12.4.4.d.~~ it has provided with its ~~response~~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;

~~12.4.5.e.~~ none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and

~~12.4.6.f.~~ it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

12.5. Where a ~~Respondent Bidder~~ is unable to provide any of the certifications required by subsection 12.4, it must submit with its response a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf)~~http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf~~.

12.6. Canada will declare non-responsive any Response in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the ~~Respondent Bidder~~ provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the ~~Respondent Bidder~~ 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 Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a response, the Respondent ~~and each Team Member~~ is certifying that it is complying with the *Code of Conduct*

for Procurement. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

#### **14. Prohibited Contacts**

14.1. Other than as expressly permitted or required in this RFQ, any contact by a Respondent, its Team Members or each of their representatives, or any attempt to contact any of the following persons, directly or indirectly, with respect to this RFQ or the Project, shall be prohibited and may result in the rejection Responses received in response to the RFQ:

- a) any person employed or engaged by CBSA, other than the Canada Contact Person;
- b) any member of the technical evaluation team or the financial evaluation team;
- c) any member of the evaluation committee;
- d) any expert or advisor assisting CBSA, an evaluation team or the evaluation committee;
- e) any other Respondent or Representative thereof;
- f) any person employed or engaged by PPP Canada Inc. or any member of the board of directors of PPP Canada Inc; or
- g) any of the Ineligible Parties listed at section 15.34.

#### **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.

15.3-15.4. 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.

| ROLE                             | COMPANY (subject to section 15.4)   |
|----------------------------------|---|
| Advocate Architect               | <a href="#">AA71, a joint venture composed of the following entities:</a> IBI Group Architects (Canada) Inc., Moriyama & Teshima Architects , WSP Group, Hanscomb, P1/P3 Consulting, and <a href="#">AA74 Ernst &amp; Young Orenda Corporate Finance Inc.</a> |
| Financial Advisor                | Ernst & Young Orenda Corporate Finance Inc.   |
| <a href="#">Fairness Monitor</a> | <a href="#">Deloitte LLP</a>  |
| Other                            | PPP Canada Inc.: current and former employees who are or were involved in the Project   |

[15.4-15.5.](#) Canada may amend the Ineligible Parties list from time to time during the RFQ Process.

[15.5-15.6.](#) 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.

[15.6-15.7.](#) 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 ~~a~~Affiliate is considered to have a conflict of interest the impact of which cannot be properly managed, mitigated or minimized, the Ineligible Party's ~~a~~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 a Proposal submitted pursuant to the RFP process 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, a Prime Member or an Equity Member, becomes aware of any event which has or may have a material adverse change on the Respondent, a Prime Member or an Equity Member (including any event or change which would render the Respondent's, the Prime Member's or the Equity 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 Proponent.

## **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, Proponents 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). Notwithstanding the aforementioned, the exclusivity requirement will not apply for Facilities Operations Prime Member(s), who may participate as a member of more than one Respondent Team.

## **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 Proponents 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**

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 chosen in the competitive selection process or for any other reason whatsoever.

**APPENDIX F – ENQUIRY FORM**

**Land Border Crossing Project**

|  |  |
|--|--|
| <b>Do you request that this Enquiry be considered commercially confidential in accordance with Section 2.3 of the RFQ?</b> |  |
| Justification for confidentiality (where applicable)   |  |

|   |  |
|---|--|
| Respondent's Sequential Enquiry Number: |  |
| Respondent:                             |  |
| Respondent Representative:              |  |
| Date of Enquiry:                        |  |

|  |  |
|--|--|
| <b>Subject of the Enquiry (specify whether Enquiry relates to a specific section of the RFQ itself or to another document or matter)</b> |  |
| RFQ Section:   |  |
| Other:   |  |

|   |
|---|
| <b>Enquiry (only one subject per Enquiry Form):</b> |
|   |

**APPENDIX G – SUBMISSION AGREEMENT FOR RFP**  
**Land Border Crossing 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 and Prime Members but excluding Key Individuals, as per the definition of these terms in the RFQ.]*

To: The Procurement Authority

Attention: Senior Director, P3 Procurement Directorate, Public Services and Procurement Canada

Re: Participation in the Request for Proposals (RFP) phase for the Land Border Crossing 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~~intends to prepare and submit to Canada, a bona fide Proposal in response to this RFP, and as a condition of participating in the RFP, including any Commercially Confidential Meetings and obtaining access to the Data Room, the Qualified Respondent will comply with the terms of this Submission Agreement and the terms of the RFP.

#### **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. Notwithstanding the aforementioned, Canada may, in accordance with the terms of the RFP, pay a Proposal Design Fee to the Proponent.

### **4. CONFIDENTIALITY**

All information which has not otherwise been made public pertaining to Canada or the Project, which is obtained by the Proponent 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**

In this Section 4 of this Submission Agreement:

- 4.1.1. "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 advisor, subcontractor, Equity Member, 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 having the appropriate security clearance and who need to know the Confidential Information for Permitted Purposes 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, records or photographs 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 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 enures 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.

| <b>SIGNATURE OF QUALIFIED RESPONDENT</b>                          |  |
|---|--|
|   |  |
| <b>Qualified Respondent Name</b>                                  | <b>Name of Respondent Representative</b> |
| <b>Address<br/>(Registered Head Office and place of business)</b> | <b>E-mail Address</b>                    |
| <b>Telephone</b>  | <b>Signature</b>                         |

| <b>SIGNATURES OF QUALIFIED RESPONDENT'S TEAM MEMBERS – EQUITY MEMBERS</b><br><i>(Repeat for each Equity Member)</i> |                              |
|---|------------------------------|
|   |                              |
| <b>Company<br/>(Registered or Corporate Name)</b>   | <b>Name of Equity Member</b> |
| <b>Address<br/>(Registered Head Office and place of business)</b>   | <b>E-mail Address</b>        |
| <b>Telephone</b>  | <b>Signature</b>             |

**SIGNATURES OF QUALIFIED RESPONDENT'S TEAM MEMBERS – PRIME MEMBERS***(Repeat for each Prime Member)*

|   |                             |
|---|-----------------------------|
|   |                             |
| <b>Company</b><br><b>(Registered or Corporate Name)</b>                 | <b>Name of Prime Member</b> |
| <b>Address</b><br><b>(Registered Head Office and place of business)</b> | <b>E-mail Address</b>       |
| <b>Telephone</b>  | <b>Signature</b>            |

## APPENDIX H – POEs UNDER CONSIDERATION FOR THE PROJECT

Table 1- Location of POEs

| #  | Port of Entry   | Province/Territory | Size <sup>1</sup> | Year Built | Distance to Closest 10,000 Person Community (km) |
|----|-----------------|--------------------|-------------------|------------|--|
| 1  | Boundary Bay    | British Columbia   | Medium            | 1987       | 40   |
| 2  | Fraser          | British Columbia   | Micro             | 1970       | 141  |
| 3  | Paterson        | British Columbia   | Small             | 1950       | 88   |
| 4  | Pleasant Camp   | British Columbia   | Micro             | 1990       | 329  |
| 5  | Roosville       | British Columbia   | Medium            | 1991       | 102  |
| 6  | Rykerts         | British Columbia   | Medium            | 1973       | 80   |
| 7  | Stewart         | British Columbia   | Micro             | 1996       | 311  |
| 8  | Carway          | Alberta            | Small             | 1953       | 103  |
| 9  | Del Bonita      | Alberta            | Micro             | 1964       | 89   |
| 10 | Wild Horse      | Alberta            | Micro             | 1958       | 146  |
| 11 | Carievale       | Saskatchewan       | Small             | 1963       | 123  |
| 12 | Estevan         | Saskatchewan       | Small             | 1972       | 16   |
| 13 | Northgate       | Saskatchewan       | Small             | 1964       | 60   |
| 14 | Oungre          | Saskatchewan       | Micro             | 1978       | 75   |
| 15 | Regway          | Saskatchewan       | Small             | 1978       | 127  |
| 16 | Gretna          | Manitoba           | Small             | 1982       | 123  |
| 17 | South Junction  | Manitoba           | Small             | 1953       | 101  |
| 18 | Sprague         | Manitoba           | Small             | 1973       | 128  |
| 19 | Winkler         | Manitoba           | Small             | 1968       | 22   |
| 20 | Tolstoi         | Manitoba           | Small             | 1977       | 72   |
| 21 | Pigeon River    | Ontario            | Medium            | 1996       | 70   |
| 22 | Abercorn        | Quebec             | Small             | 1966       | 32   |
| 23 | Dundee          | Quebec             | Small             | 1991       | 40   |
| 24 | East Hereford   | Quebec             | Small             | 1960       | 34   |
| 25 | Hemmingford     | Quebec             | Small             | 1987       | 53   |
| 26 | Herdman         | Quebec             | Small             | 1984       | 36   |
| 27 | Lacolle Rte 223 | Quebec             | Small             | 1971       | 40   |
| 28 | St. Pamphile    | Quebec             | Micro             | 1950       | 90   |
| 29 | Centreville     | New Brunswick      | Small             | 1976       | 60   |
| 30 | Fosterville     | New Brunswick      | Micro             | 1986       | 45   |
| 31 | Grand Falls     | New Brunswick      | Small             | 1975       | 79   |

1. Sizes are based on traffic volumes, whereas physical sizes are to be determined during the RFP process.

Of those sites with existing housing units, the occupied housing at Fraser and Pleasant Camp require replacement or remediation. Additionally, derelict, unoccupied housing at other sites will require removal during site remediation.

Additional information on each POE can be found through the following website:

<http://www.cbsa-asfc.gc.ca/do-rb/services/hwyb-autof-eng.html>

## **APPENDIX I – SAMPLE POE DESIGN**

See attached Gretna, MB sheets.

**APPENDIX J – ADMINISTRATIVE CHECKLIST**

| <b>Section Reference</b>   |  | <b>Submitted?</b> |
|--|--|-------------------|
| <b>Package 1 - Forms and Certifications - Appendix B to the RFQ</b>  |  |                   |
| Two (2) hard copies and two (2) electronic copies as per section 3.5.1.4 of RFQ  |  |                   |
| Form B-1   | Master RFQ Submission Form   | Yes / No          |
| Form B-2   | Team Member Consent Declaration Form   | Yes / No          |
| Form B-3   | Respondent Team Members Form   | Yes / No          |
| Form B-4   | Corporate Profile  | Yes / No          |
| Form B-5   | Directors of the Respondent Team Form  | Yes / No          |
| Form B-6   | Respondent Key Individuals Form  | Yes / No          |
| <b>Package 2 – Technical and Financial Capability and Experience – Appendix C to the RFQ</b>                                 |  |                   |
| Eight (8) hard copies and two (2) electronic copies of Section A, B, C, D and E as per section 3.5.4.2 of RFQ                |  |                   |
| Three (3) hard copies and two (2) electronic copies of Section F as per section 3.5.4.2 of RFQ                               |  |                   |
| <b>Section A:</b> Respondent Team Structure and Project Development Capability and Experience <u>Submission Requirements</u> | <ul style="list-style-type: none"> <li>• A.1 Respondent Team Composition, Structure, and Approach</li> <li>• A.2 Experience Working Together                             <ul style="list-style-type: none"> <li>○ Form C-1 Teaming Experience</li> </ul> </li> <li>• A.3 Project Lead Key Individuals                             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul> | Yes / No          |
| <b>Section B:</b> Design Capability and Experience Submission Requirements   | <ul style="list-style-type: none"> <li>• B.1 Experience                             <ul style="list-style-type: none"> <li>○ Form C-2 Design <del>Team-Prime Member</del> Project Experience</li> </ul> </li> <li>• B.2 Approach</li> <li>• B.3 Key Individuals                             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul>                                       | Yes / No          |
| <b>Section C:</b> Construction Capability and Experience Submission Requirements   | <ul style="list-style-type: none"> <li>• C.1 Experience                             <ul style="list-style-type: none"> <li>○ Form C-3 Construction <del>Team-Prime Member</del> Project Experience</li> </ul> </li> <li>• C.2 Approach</li> <li>• C.3 Key Individuals                             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul>                                 | Yes / No          |
| <b>Section D:</b> Facility Operations Capability and Experience Submission Requirements                                      | <ul style="list-style-type: none"> <li>• D.1 Experience                             <ul style="list-style-type: none"> <li>○ Form C-4 Facilities Operations <del>Team-Prime Member</del> Project Experience</li> </ul> </li> <li>• D.2 Approach</li> <li>• D.3 Key Individuals                             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul>                        | Yes / No          |

| Section Reference   |  | Submitted? |
|---|--|------------|
| <b>Section E:</b> Information Technology (IT) and Specialized Equipment Capability and Experience | <ul style="list-style-type: none"> <li>• E.1 Experience             <ul style="list-style-type: none"> <li>○ Form C-5 <del>IT</del> <u>Information Technology (IT) Team-Prime Member</u> Project Experience</li> </ul> </li> <li>• E.2 Approach</li> <li>• E.3 Key Individuals             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul>                            | Yes / No   |
| <b>Section F:</b> Financial Capability and Financing Experience Submission Requirements           | <ul style="list-style-type: none"> <li>• F.1 Financial Capacity</li> <li>• F.2 <del>Experience</del> <u>Financing Prime Team Experience</u> <ul style="list-style-type: none"> <li>○ Form C-6 Financing <del>Team</del> <u>Prime Member</u> Project Experience</li> </ul> </li> <li>• F.3 Key Individuals             <ul style="list-style-type: none"> <li>○ Form C-7 Key Individual Experience</li> </ul> </li> </ul> | Yes / No   |

## APPENDIX K – RFQ SECURITY GUIDE

### 1. Definitions

In this Appendix, in addition to the terms defined elsewhere in this Request for Qualifications

**CISD:** Canadian Industrial Security Directorate, a directorate of Public Works and Government Services Canada responsible for administering industrial security in Canada through the Industrial 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 Service and Procurement Canada responsible for administering international industrial security requirements.

**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 Proponent selected by the Procurement Authority during the RFP process to enter into final discussions to complete and sign the Project Agreement.

**Project** means the design, construction, financing, and maintenance of the Land Border Crossing Project, all as more particularly described in Section 1 of the body of this RFQ;

**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 three highest ranked qualified Respondents that has agreed to participate in the Request for Proposal stage.

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

**Respondent:** means the person or entity (or in the case of a consortium, the persons or entities) submitting a Response to the Land Border Crossing Project Request for Qualifications.

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

**Sensitive Information:** Information identified as PROTECTED or CLASSIFIED (up to and including the "Secret" level) by Canada. Including, but not limited to information, plans and detail drawings.

### 2. Overview and Purpose

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.

At the RFP stage, Canada will provide Proponents with record 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 this information to meet certain security requirements.

Canada intends to prepare a set of sanitized RFP documents that will be available for use by all Proponent personnel that have not received Secret Clearance (another security clearance might be required).

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.

Canada expects that the security requirements to be set out in the RFP and Project Agreement will be substantially similar to this Appendix. Where reference is made in this Appendix to security requirements for the RFP stage and the Project Agreement, it is intended to provide general direction to Respondents and Canada reserves the right to modify such requirements in the RFP and Project Agreement.

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

### **3. Security Clearance Requirements for RFP Stage**

It is not expected that all Proponent team members working on the RFP submission will require security clearances through CISD. However, Proponent team members requiring access to Sensitive Information at the RFP Stage shall have the following security requirements:

In order to access Sensitive Information in the RFP phase, Proponents will need the following:

**(a) Facility Security Clearance.** In order for a Proponent to be able to access and store Sensitive Information, it will need a valid Facility Security Clearance ("FSC") at the level of SECRET (or lower, as applicable), with approved document safeguarding at the level of SECRET (or lower, as applicable), or its international equivalent, issued or approved by CISD/IISD, PWGSC, for the facility at which it intends to use and store the Sensitive Information, and;

**(b) Personnel Clearances.** In order for any individual member of a Proponent team 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 lower, as applicable), or international equivalent, granted or approved by CISD/IISD and/or International Industrial Security Directorate, PWGSC.

Until the security screening with regards to the clearance of said Proponent team members has been completed by CISD/IISD, PWGSC, 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 to the Canada Contact Person listed in this Request for Qualifications. A common reason for delay in clearance is incomplete or incorrectly completed documents, potential Respondents are encouraged to check the documents carefully prior to submission.

Respondents should submit proof of a valid Facility Security Clearance or complete the application process for obtaining a Facility Security Clearance for its Canadian facility locations. For its non--Canadian facility 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 5 of this Appendix.

#### **4. Security Clearances at Contract Award**

Security requirements for Contract Award 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 shall:

- a) hold a valid facility security clearance (FSC) at the level of SECRET, with approved document safeguarding capability at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada, 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 restricted work areas;
- c) Information Technology Security capability from CISD, or the international equivalent, as approved by CISD 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.

The security requirements during the term of the Project Agreement will be set out in the Project Agreement. Anyone who may have access to PROTECTED/CLASSIFIED information, assets or restricted work areas 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;
- as applicable, 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 the 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.

The following link illustrates the clearances required for designated information and assets: <https://www.tpsgc-pwgsc.gc.ca/esc-src/documents/Levels%20of%20security.pdf>

#### **5. 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 may be helpful to companies during the selection of Company Security Officer (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

## **6. General Information on Application Procedures and Responsibilities**

It is recommended that Respondents visit the PWGSC CISD 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#s1>

To begin the security clearance process, potential Respondents may submit applications to the Canada Contact Person identified in this Request for Qualification. The Contracting Authority will promptly forward all security clearance applications to the CSID Personnel Security Unit. Potential Respondents requiring further information should contact the Contracting Authority.

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

# Prairies – Gretna, MB

## a. Architecture

### Site Context

The surrounding topography is very flat and low lying around the Port of Gretna. This makes the Port very susceptible to flooding.

Between the port building and the border, there is a raised road that prevents overland water from encroaching onto the Canadian side of the border. This is a contentious issue with the American neighbours.

The port is located close to the border providing little operational space for CBSA in terms of queuing.

From the information available, it would appear that the site is very short and wide running perpendicular to the highway, making the layout and phasing challenging.

### Site Demolition & Approaches Phasing

The existing building was constructed in the early 1980's. It is constructed with concrete foundation walls with a structural concrete slab at grade with a steel frame and metal siding. There is potential for asbestos in the drywall compound but it is minimal. There is also potential for an abandoned heating oil tank buried in the location of the former customs building to the east of the current structure. This should be confirmed.

Given the size and shape of the site, a temporary structure will be required to facilitate the construction of the new port. Also the current outbound lanes would need to be temporarily widened to accommodate both inbound and outbound traffic. The temporary port structure would then be located on the west side of the outbound lanes. This would free up the proposed site for demolition of the existing building and construction and paving of the new facility.

### Site Specific Requirements

Given the low lying nature of the site, the new grading should be adjusted to raise the new building up as high as possible without impacting traffic.

The new proposed layout of the building and paving encroach on the current location of the septic tank and septic bed. A new tank and bed will need to be considered either to the west side of the site or in the south east corner.

### POE Size & Variation From Prototype

Gretna is appropriately sized as a Small POE prototype, and no program variation from the standard prototype is suggested. The amount of truck traffic is higher than average for the prairies, similar to Winkler and Regway, but the site footprint is very constraining and does not easily allow for a commercial offload facility on site. Consideration should be given to purchasing additional property to the north to facilitate this.

The layout of the Small prototype had to be adjusted to accommodate the constrained property boundaries. In an attempt to keep the facility within the assumed property boundaries, the tertiary garage was severed from the prototype and relocated on the east side of the inbound lanes, to the north of the PIL. Sight lines are maintained to the tertiary garage from the PIL. With this adjustment, there is no longer an opportunity to have a drive through configuration in the tertiary garage, resulting in the drivers having to back out into the inbound lanes. This can be controlled through the use of traffic gates. No other program variations from the Small prototype are suggested.



| TRAFFIC - 3 Year Average (2013-2015) |             |        |        |       | STAFFING | POE TARGET SIZE  |                  |
|--------------------------------------|-------------|--------|--------|-------|----------|------------------|------------------|
| Travellers                           | Pedestrians | Cars   | Trucks | Buses | FTE      | CBSA Target Size | Recommended Size |
| 90,532                               | 0           | 48,266 | 10,569 | 0     | 7        | small            | small            |

### Next Steps

There was some property information available, but an updated survey with current property information and topography is required. Additionally, we should solicit a geotechnical investigation, and Phase 1 Environmental Report.

Further consultation and co-ordination with the Transportation Systems Planning & Development from Manitoba Infrastructure should be done to determine the best way to merge the new POE with the local highway. Consultation with the US POE counterpart and authorities would also be advisable.

Consultation with the local utility companies should be completed to determine potential upgrades to the services. For example upgrades to hydro should be co-ordinated with Manitoba Hydro.

We would recommend a review of our proposed site layout and additional program space with the POE staff to ensure it meets their operational needs.

Consideration should be given to purchasing additional property to the north to facilitate the future construction of a commercial offload facility.

## b. Civil & Traffic

### Topography

*Topographical factors that may impact the cost of the site work (grade raises over 0.5m, steep slopes, embankments, availability of stormwater drainage outlet etc.)*

- Site topography is generally flat and surrounded by farm land.
- As a result of the flat topography, strong winds are often present on-site. A treed shelter belt has been implemented northeast of the existing building.
- A dike (or “road”) runs in an east-west orientation south of the Customs building – just north of the Canada-U.S. border to prevent flooding.
- Flooding is an issue in the area and it has been noted that the highway south of the site is especially susceptible to flooding.
- Site drainage is overland to the road ditches.

### Geotechnical

*Geotechnical factors that may impact the cost of the site work (shallow bedrock, silty soils prone to consolidation, muskeg, permafrost etc.)*

- The soil conditions are unknown; however no geotechnical issues are expected.

### Environmental

*Environmental factors that may impact the cost of the site work (species at risk mitigation (flora and fauna), proximity to protected watercourses / wetlands, hazardous materials on site?)*

- The former Customs building was located to the south east of the existing building – to the east of the existing northbound lanes.
- Previous site plans also indicate that a shed and garage used to be located east of the existing building.
- A septic mound is located east of the building – just south of the treed shelter belt.

### Other Issues

- Current site does not have any designated parking spaces, staff indicated that the future POE should accommodate six staff parking spaces, two spaces for northbound passenger vehicles, two for northbound commercial vehicles, and the same for southbound passenger and commercial vehicles.

### Site Plan Issues

- Turning Templates

| Design Vehicle   | Issue/Comment  |
|--|--|
| WB-20 (Transport Truck)  | • No room for rejection/return loop. Exit island porkchop to be significantly reduced in size and replaced with paint. |
| B-Train (Tandem Trailer Truck)   | • Needs slightly more room in southbound loop.   |
| MH / B (Motorhome with Boat Trailer)                                   | • Needs slightly more room in southbound loop.   |
| P/T (Passenger Car with Camping Trailer)                               |  |
| LSU (Light Service Truck)  |  |
| Site Specific Oversized Vehicle (Combine, Tractor, Oversized Load etc) |  |

### Property:

- Exact location of property boundaries is currently unknown.

### Utilities and Servicing:

- Overhead power lines run east-west to the south of the customs building and north-south to the east of the northbound lanes.
- The building is serviced by Manitoba Hydro.
- A septic tank is located north of the existing building



**PLAN D'IMPLANTATION  
EXISTANT  
GREYNA, MB – EXISTING SITE PLAN**

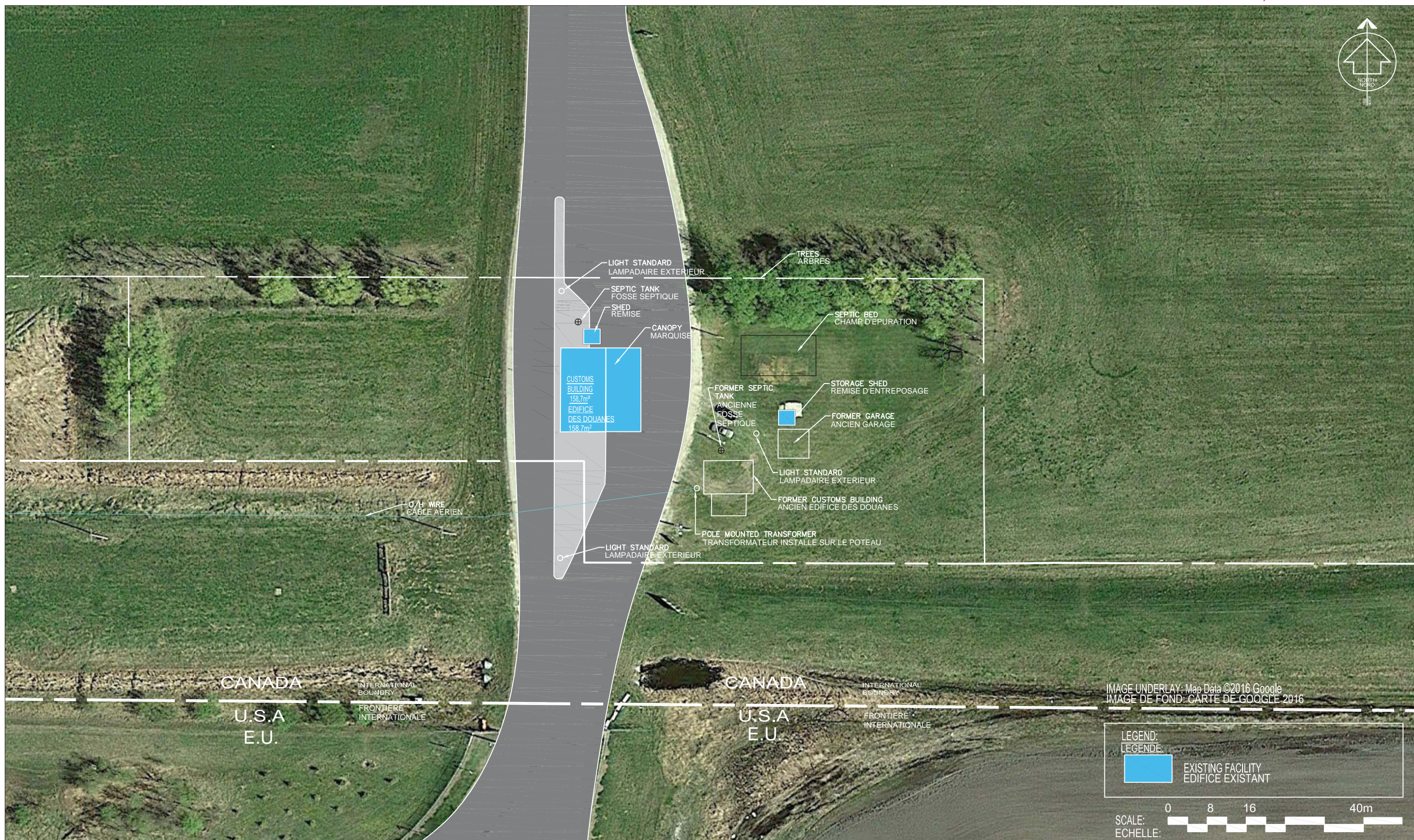






IMAGE UNDERLAY: Map Data ©2016 Google  
 IMAGE DE FOND: CARTE DE GOOGLE 2016

LEGEND: LEGENDE:

|  |   |
|--|---|
|  | EDIFICE TEMPORAIRE<br>TEMPORARY FACILITY  |
|  | PHASE 1: TEMPORARY SITE WORK<br>PHASE 1: TRAVAUX TEMPORAIRES DU TERRAIN   |
|  | PHASE 2A: DEMOLITION OF EXISTING FACILITY AND SITE WORK<br>PHASE 2A: DEMOLITION DE L'EDIFICE EXISTANT ET PREPARATION DU TERRAIN |
|  | PHASE 2B: DEMOLITION AND REALIGNMENT OF EXISTING HIGHWAY<br>PHASE 2B: DEMOLITION ET REALIGNEMENT DE L'AUTOROUTE EXISTANTE       |
|  | PHASE 2C: REALIGNMENT AND CONSTRUCTION OF NEW HIGHWAY<br>PHASE 2C: REALIGNEMENT ET CONSTRUCTION DE LA NOUVELLE AUTOROUTE        |







IMAGE DE FOND: CARTE DE GOOGLE 2016  
 IMAGE UNDERLAY: Map Data ©2016 Google

| LEGEND: LEGENDE: |   |
|------------------|---|
|                  | EDIFICE TEMPORAIRE<br>TEMPORARY FACILITY  |
|                  | PHASE 1: TEMPORARY SITE WORK<br>PHASE 1: TRAVAUX TEMPORAIRES DU SITE  |
|                  | PHASE 2C: REALIGNMENT AND CONSTRUCTION OF NEW HIGHWAY<br>PHASE 2C: REALIGNEMENT ET CONSTRUCTION DE LA NOUVELLE AUTOROUTE                                      |
|                  | PHASE 3A: CONSTRUCTION OF NEW FACILITY<br>PHASE 3A: CONSTRUCTION DU NOUVEL EDIFICE  |
|                  | PHASE 3B: NEW SITE WORK, REALIGNMENT AND CONSTRUCTION OF HIGHWAY<br>PHASE 3B: TRAVAUX DU SITE NOUVEAUX, REALIGNEMENT ET CONSTRUCTION DE LA NOUVELLE AUTOROUTE |



CANADA  
 U.S.A  
 E.U.  
 INTERNATIONAL BOUNDARY  
 FRONTIERE INTERNATIONALE

CANADA  
 U.S.A  
 E.U.  
 INTERNATIONAL BOUNDARY  
 FRONTIERE INTERNATIONALE

SMALL  
 ROAD  
 (Petite route)  
 937 m<sup>2</sup>

O/H WIRE

LIGHT STANDARD  
 LAMPADAIRE EXTERIEUR

SEPTIC TANK  
 FOSSE SEPTIQUE

SHED  
 REMISE

CUSTOMS BUILDING  
 EDIFICE DES DOUANES

CANOPY MARQUISE

FORMER SEPTIC TANK  
 ANCIENNE FOSSE SEPTIQUE

LIGHT STANDARD  
 LAMPADAIRE EXTERIEUR

LIGHT STANDARD  
 LAMPADAIRE EXTERIEUR

POLE MOUNTED TRANSFORMER  
 TRANSFORMATEUR INSTALLE SUR LE POTEAU

TREES  
 ARBRES

SEPTIC BED  
 CHAMP D'EPURATION

STORAGE SHED  
 REMISE D'ENTREPOSAGE

LIGHT STANDARD  
 LAMPADAIRE EXTERIEUR

1

2C

3B

3A

3A

3B

SCALE:

ECHELLE:



**PLAN D'IMPLANTATION  
PROPOSE  
GRETNA, MB – PROPOSED SITE PLAN**



IMAGE DE FOND: CARTE DE GOOGLE 2016  
IMAGE UNDERLAY: Map Data ©2016 Google

**LEGEND: LEGENDE:**

PROPOSED FACILITY  
EDIFICE PROPOSE





ETUDE DE CIRCULATION  
GRETNA, MB – TRAFFIC STUDY



CANADA  
ETATS-UNIS

CANADA  
UNITED STATES OF AMERICA

INTERNATIONAL BOUNDARY  
FRONTIERE INTERNATIONALE

IMAGE DE FOND: CARTE DE GOOGLE 2016  
IMAGE UNDERLAY: Map Data ©2016 Google

LEGEND; LEGENDE:

 PROPOSED FACILITY  
EDIFICE PROPOSE

SCALE: 0 8 16 40m  
ECHELLE: