

REQUEST FOR QUALIFICATIONS
599 TREMBLAY ROAD DEVELOPMENT PROJECT
PROJECT: 5225-2-2020-5

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
NATIONAL CAPITAL AREA
COMPLEX REAL ESTATE TRANSACTIONS
REAL ESTATE SERVICES DIRECTORATE

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REQUEST FOR QUALIFICATIONS

SECTION 1 – INTRODUCTION

1.1 General

- (1) This Request for Qualifications (“RFQ”) is issued by Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services (“PWGSC”) also known as Public Services and Procurement Canada (“PSPC”) in respect of the redevelopment of 599 Tremblay Road (the “Project”) in the City of Ottawa.
- (2) Each entity that submits a response to this RFQ is referred to as a “Respondent” and a Respondent’s Response is referred to as a “Response”. Each Respondent shall be represented by an individual or entity for the purpose of executing and submitting the Respondent’s Response (the “Respondent Representative”). The Respondent Representative shall have the power and authority to bind all members of the Respondent’s team for the purposes of this RFQ. For clarity, prospective Respondents are also referred to as “Respondents”.
- (3) This RFQ requires each Respondent to submit, in two (2) packages, the information described under:
 - (a) Package 1 – Appendix C – Forms and Certifications; and
 - (b) Package 2 – Appendix D – Rated Evaluation Criteria and Submission Requirements.
- (4) It is anticipated that some Respondents may form either a consortium, a joint venture or a prime contractor/subcontractor team (or a combination of) in order to meet Response requirements.
- (5) It is anticipated that the Respondent selected as the Preferred Proponent in the subsequent Request for Proposal (“RFP”) process will enter into a series of agreements in respect of the design, construction, financing, leasing and property and facility management of the Project, including a master agreement (collectively, the “Agreements”) in accordance with Section 4 of Appendix B of this RFQ.

SECTION 2 – PROJECT INFORMATION

2.1 Project background

- (1) PWGSC acquired a 10.7 hectare parcel of land (“Parcel”) formerly known as 530 Tremblay Road in 2009. Of the 10.7 hectares, approximately 3.2 hectares known as 599 Tremblay Road (“Site”) will be used for the Project.
- (2) PWGSC is looking for a private party to develop on the Site, through a Lease-Leaseback approach in accordance with Section 4 of Appendix B, 150,000 rentable square metres (m²r) of highly sustainable buildings in a campus-type setting, including general-purpose office, retail, and special purpose space in multiple buildings as well as associated supporting infrastructure requirements including site parking. This is to be constructed on the Site, currently a greenfield, through a land lease arrangement which will terminate at the end of a 25-year term.
- (3) Meaningful engagement with Indigenous peoples is a priority for Canada. RFQ Responses will be assessed for Indigenous capabilities, experience and Key Individual(s), in

accordance with related requirements specified in Appendix D. It is anticipated that during the RFP Process, the Proponents will demonstrate their Indigenous strategy in an Indigenous Benefits Plan further described under Appendix B of this RFQ.

- (4) The Project is further described under Appendix B of this RFQ.

SECTION 3 – PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW

3.1 Procurement Process Overview

- (1) The procurement of the Project is expected to take place in the following stages:

- (a) Stage 1 – Request for Qualification

The issuance of the Responses by Respondents constitutes the first phase which is referred to in this RFQ as the RFQ process (“RFQ Process”). The RFQ Process precedes the RFP Process and is intended to qualify up to five (5) Proponents for the RFP stage. The RFQ Process is a stand-alone and independent stage that is complete once the Proponents are identified by PWGSC and all Respondents have received final notification from PWGSC as to the results of the RFQ Process.

- (b) Stage 2 – RFP Process

Following evaluation and rating of the Responses, Respondents will be advised of their competitive standing and whether they will be invited to participate in the second stage, which is referred to in this RFQ as the Request for Proposals process (“RFP Process”). The subsequent RFP Process begins with the issuance of the RFP to the Proponents and will end as specified in the RFP. Proposals to be submitted in the RFP Process will cover the detailed approach to the work, as well as the pricing offered.

- (2) Once the Preferred Proponent and PWGSC have executed the Agreements and all required related documents, and all approvals required by PWGSC have been received, the Project will proceed in accordance with the terms and conditions of the Agreements and related documents.

3.2 General Timelines and RFQ Deadlines

- (1) It is intended that the RFQ will proceed in accordance with the following timetable (the “RFQ Timetable”):

Table 1 – RFQ Timetable

Timetable	
Activity	Date
Information Session	May 7, 2020
Deadline for submission of Questions	June 24, 2020
RFQ Response Deadline	July 15, 2020 14:00 EDT
Approximate date for identification of Proponents	September 2020

- (2) All dates listed in the RFQ Timetable may be subject to change at the discretion of PWGSC. Any change to a date set out in the RFQ Timetable with respect to the RFQ Process will be issued by addendum in accordance with Section 4.7.

3.2.1 Information Session

- (1) A non-mandatory information session will be held on the date specified in Table 1 – RFQ Timetable of Section 3.2(1). The information session will take place by webcast.
- (2) Respondents are asked to register for the information session by sending an email to the Contact Person. When registering, Respondents should:
 - (a) Confirm whether they would prefer the information session in French or in English;
 - (b) Confirm the names of participants (up to five (5) participants per Respondent); and
 - (c) Provide, at least five (5) days in advance of the information session, a list of questions or topics they wish to discuss.
- (3) The Contact Person will provide webcast details to all registered participants.
- (4) Any changes to the attendance list should be sent by email to the Contact Person at least one (1) business day before the information session.
- (5) Any clarifications or changes to the RFQ resulting from the information session will be issued as an Addendum to the RFQ. The material distributed along with a record of the questions and answers may be posted on Buyandsell.gc.ca for information only. Interested parties who do not attend will not be precluded from issuing a Response.

3.2.2 Site Visit

- (1) Respondents may request a Site Visit through the Contact Person. Site Visits may be conducted with various potential Respondents at the same time.

3.2.3 RFQ Evaluation

- (1) A Response that has passed Step 1 of the evaluation process (in accordance with Section 6.1(1)(a)) will be subjected to an evaluation based on the evaluation criteria set out in Appendix D and the requirements of the RFQ documents.

3.3 **Fairness Monitor**

- (1) PWGSC has appointed Raymond Chabot Grant Thornton Consulting Inc. as the fairness monitor with respect to this RFQ Process and the subsequent RFP process (the “Fairness Monitor”).

SECTION 4 – INSTRUCTIONS TO RESPONDENTS

4.1 RFQ Documents

- (1) This RFQ consists of the following documents:
 - (a) Request for Qualifications;
 - (b) Appendix A – Definitions;

- (c) Appendix B – Project Information and RFP Process;
- (d) Appendix C – Forms and Certifications;
- (e) Appendix D – Rated Evaluation Criteria and Submission Requirements;
- (f) Appendix E – Applicable Scales For Rated Evaluation Criteria;
- (g) Appendix F – Enquiry Form;
- (h) Appendix G – RFQ Security Guide;
- (i) Appendix H – Integrity Provisions;
- (j) Appendix I – Federal Contractors Program For Employment Equity;
- (k) Appendix J – Administrative Checklist; and
- (l) Addenda, if any.

4.2 Eligibility

- (1) Any Respondent may submit a Response to this RFQ. Respondents may be individuals, corporations, consortia, joint ventures, partnerships or any other legal entities, subject to the provisions of 4.13 of this RFQ.

4.3 RFQ Response Deadline

- (1) Responses must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated in the RFQ.
- (2) Responses must be received by PWGSC no later than the date and time set out in the RFQ Timetable as referenced in Table 1 – RFQ Timetable (the “RFQ Response Deadline”).
- (3) It is the sole responsibility of each Respondent to make sure that its Response is delivered to the Response Address no later than the RFQ Response Deadline. PWGSC will reject any Responses received after the RFQ Response Deadline and will return them to the Respondent unopened.

4.4 Delivery of Responses

4.4.1 Delivery to Bid Receiving Unit

- (1) Responses must be submitted only to the PWGSC Bid Receiving Unit in accordance with 4.11.
- (2) Respondents must deliver their Responses to the following address (the “Response Address”):

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier/11,rue Laurier Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5

4.4.2 Transmission by facsimile, email or epost Connect

- (1) Responses by facsimile, email or epost Connect will not be accepted.

4.5 Contact Person

- (1) The Contact Person for this procurement is: Vladimir Mikadze.
- (2) This Contact Person can be reached solely by email at the following address:
TPSGC.SI599TremblayDDQ-RPS599TremblayRFQ.PWGSC@tpsgc-pwgsc.gc.ca

4.6 Questions/Clarifications

- (1) Respondents may make enquiries (“Enquiries”) only by submitting questions or requests for clarification (or concerns pursuant to Section 4.6(3)) by e-mail to the Contact Person no later than the date and time set out in Table 1 – RFQ Timetable.
- (2) Enquiries should be submitted using the form provided at Appendix F of this RFQ.
- (3) PWGSC will provide all submitted enquiries, without identifying the originator, along with PWGSC’s answers thereto, to all prospective Respondents through addenda published on Buyandsell.gc.ca. PWGSC will not answer Respondent questions that are not submitted in accordance with Section 4.6(1). PWGSC may decline to answer questions received after the “Deadline for Response of Questions” set out in Section 3.2(1).
- (4) Any oral response provided by PWGSC in connection with this RFQ will not be binding on PWGSC nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than a written response provided in accordance with the response process set out in this Section 4.6.
- (5) Respondents should reference as accurately as possible the numbered item of the RFQ solicitation to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable PWGSC to provide an accurate answer.
- (6) Technical enquiries that are of a proprietary nature must be clearly marked "commercially confidential" at each relevant item. Items identified as “commercially confidential” will be treated as such except where PWGSC determines that the enquiry is not of a proprietary nature. PWGSC may edit the question(s) or may request that the Respondent do so, so that the commercially confidential nature of the question(s) is eliminated and the enquiry can be answered to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by PWGSC.
- (7) If it is determined that the Enquiry is not “commercially confidential” by PWGSC, then PWGSC will inform the Respondent, and the Respondent will have the option of either terminating the enquiry or have the enquiry and reply posted on Buyandsell.gc.ca.

4.7 Amendments to the RFQ

- (1) PWGSC will make available this RFQ and related documents for download through Buyandsell.gc.ca. PWGSC is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event the RFQ or related documentation would be amended, PWGSC will not be sending notifications. PWGSC will post all amendments, including significant enquiries received and their replies, using Buyandsell.gc.ca. It is the sole responsibility of the Respondent to regularly consult Buyandsell.gc.ca for the most up-to-date information. PWGSC will not be liable for any oversight on the Respondent’s part nor for notification services offered by a third party.
- (2) Each addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, addenda, when issued, take priority over the original wording in the RFQ and any wording in prior addenda.

4.8 Extension of the RFQ Response Deadline

- (1) PWGSC may extend the RFQ Response Deadline for such period of time as PWGSC, in its sole discretion, deems appropriate.

4.9 Process for Revising Responses

- (1) At any time prior to the RFQ Response Deadline, a Respondent may withdraw and amend its Response. A Respondent wishing to amend its Response shall withdraw its initial Response (from the Bid Receiving Unit) and replace it with a complete, revised Response prior to the RFQ Response Deadline.

4.10 Response Property of PWGSC

- (1) Responses will become the property of PWGSC and will not be returned to the Respondents unless withdrawn prior to the RFQ Response Deadline or for late Responses as per Section 7.8.

4.11 Response Instructions

- (1) PWGSC requires that each Response, at RFQ closing date and time or upon request from PWGSC, be signed by the Respondent. If a Response is submitted by a joint venture, it must be in accordance with Section 4.13.
- (2) Respondents will be evaluated against the Mandatory Requirements and Rated Requirements described in Table 3 of Appendix D.
- (3) It is the Respondent's responsibility to:
 - (a) obtain clarification of the requirements contained in the RFQ, if necessary, before submitting a Response;
 - (b) prepare its Response in accordance with the instructions contained in this RFQ;
 - (c) submit a complete Response by RFQ closing date and time;
 - (d) send its Response only to the specified Bid Receiving Unit of PWGSC specified in the RFQ or, to the address specified in the RFQ, as applicable;
 - (e) ensure that the Respondent's name, return address, and RFQ number are clearly visible on the Response; and
 - (f) provide a comprehensible and sufficiently detailed Response, including all requested information, that will permit a complete evaluation in accordance with the criteria set out in the RFQ.
- (4) Respondents should not submit promotional materials as part of their Responses.
- (5) Respondents are cautioned that, where page limits are indicated, in Appendix D, for a section of the Response, the PWGSC Evaluation Committee will not review or evaluate any information appearing on any pages submitted in excess of the maximum number of pages indicated for such item. For clarity, the PWGSC Evaluation Committee will review the pages in the order they are numbered and will stop reading when the maximum page limit (for that particular section or item) is reached.
- (6) If there is a conflict between a hard copy version of a Response and the electronic copy or between the original version or copies of the hard copy, the original (hard copy) version of

the Response shall prevail. If any copy (hard or electronic) of a Response is missing any parts or pages, the original hard copy version shall prevail and shall be evaluated.

- (7) Responses will remain open for acceptance for a period of not less than 120 days from the closing date of the RFQ, unless specified otherwise in the RFQ. PWGSC reserves the right to seek an extension of the Response validity period from all Respondents in writing, within a minimum of 3 days before the end of the Response validity period. If the extension is accepted by all Respondents, PWGSC will continue with the evaluation of the Responses. If the extension is not accepted by all Respondents, PWGSC will, at its sole discretion, either continue with the evaluation of the Responses of those who have accepted the extension or cancel the RFQ.
- (8) Responses received on or before the stipulated RFQ closing date and time will become the property of PWGSC and will not be returned. All Responses will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
- (9) Unless specified otherwise in the RFQ, PWGSC will evaluate only the documentation provided with a Response. PWGSC 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.
- (10) A Response cannot be assigned or transferred in whole or in part, except in accordance with Section 7.3.
- (11) Respondents shall prepare Responses in either English or French (at the discretion of the Respondent) and should submit, in one sealed package marked “Response”:
 - (a) One (1) bound, signed original marked as “Original” and five (5) bound copies of, all the information required in:
 - (I) Appendix C – Package 1: Forms and Certification; and
 - (II) Appendix D – Package 2: Rated Evaluation Criteria and Submission Requirements;
 - (b) One (1) electronic copy on a USB data storage key, in either PDF or Word format, of all the information provided pursuant to Section 4.11(1)(a) and marked “Response”.
- (12) Respondents should submit their Responses in a sealed package with the name of the Respondent, the name of the Project and the Project Number (5225-2-2020-5) clearly stated on the exterior of the package.
- (13) Respondents should use the forms provided in Appendices C and D.

4.12 Licensing Requirements

- (1) Some Team Members and Key Individuals are expected to be licensed, certified or otherwise authorized, by RFP Proposal submission deadline, to provide the necessary professional services for the Project to the full extent that may be required by Ontario law. Further details will be provided in the RFP.

4.13 Joint Ventures, Subcontractors, and Other Forms of Association

- (1) While there is no requirement for firms to participate in this procurement in a joint venture or other forms of association, Respondents may elect to do so if they see fit. However,

only one Response per Respondent will be accepted by PWGSC, whether it is submitted by a firm as an individual Respondent or by that firm as part of a joint venture, consortium or any other type of entity.

- (2) If more than one Response is received from a firm (as Respondent) acting either individually or in joint venture, consortium or other type of partnership, all such Responses shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture, consortium or partnership of which the firm forms part.
- (3) For the purposes of this RFQ, a “joint venture” is defined as an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, to bid together on a requirement. For clarity, an arrangement whereby PWGSC contracts directly with a prime contractor who may retain subcontractors or specialist contractors to perform portions of the work on the Project is not a joint venture arrangement.
- (4) Except as provided in Section 7.3, a Proponent’s Proposal during the RFP stage must be made in the same name as the entity named as the Respondent in its Response. In addition, except as provided in Section 7.3, Proponents must use, in the preparation of their Proposal, the same Key Team Members named in their Response.
- (5) Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of the applicable laws of Ontario and Canada.

SECTION 5 – CONTENTS OF THE RESPONSE

- (1) Respondents shall prepare their Responses by completing and submitting the information and forms required by Appendices C and D to this RFQ, in accordance with the instructions set out in these Appendices C and D.

SECTION 6 – RFQ EVALUATION PROCESS OVERVIEW

6.1 Evaluation Process

- (1) PWGSC will not open Responses publicly. A PWGSC Evaluation Committee will evaluate the Responses in accordance with the following steps:
 - (a) Step 1:

The Responses will be reviewed to determine whether the Respondent has:

 - (I) Properly completed and executed the forms contained in Appendix C without amendment to the language of the forms as issued by PWGSC.
 - (II) If a Respondent fails to properly complete and execute those forms listed in Section (I), PWGSC has the right, but not the obligation, to request that the Respondent duly completes and submits them to PWGSC within a timeframe specified by PWGSC. Should the Respondent fail to complete and submit any of the forms within the specified timeframe, the Respondent will be considered non-compliant.
 - (b) Step 2:

The PWGSC Evaluation Committee will evaluate the Responses of those Respondents that are compliant with Step 1 of the evaluation process. Responses

will be evaluated in accordance with the evaluation criteria categories set out in Section 3.2.3 of this RFQ (the “Evaluation Criteria Categories”). Only Respondents that have met the following conditions will be considered in Step 3 of the evaluation process:

- (I) Compliant with Mandatory Requirements; and
 - (II) Received a total score of at least seventy per cent (70%), and the minimum scores for each category of Rated Evaluation Criteria in accordance with Appendix D.
- (c) Step 3:
- The PWGSC Evaluation Committee will recommend to PWGSC which Respondents should be qualified for the RFP process based on the scores arising out of Step 2 of the evaluation process. The ranking of the Respondents will be in accordance with the outcome of the RFQ Rating defined under Section 6.1(2).
- (2) Upon completion of the evaluation, a rating in respect of the RFQ Process is assigned to each Response (the “RFQ Rating”). The five (5) highest scoring Respondents that have achieved an aggregate score of at least 70% and minimum scores for each category in accordance with Section 6.1(1)(b) will be identified by PWGSC as Proponents.
 - (3) PWGSC will notify each Respondent in writing as to whether or not it has been selected as a Proponent and each Respondent will be provided with an alphabetic list of the Proponents. PWGSC will not provide this notice until the RFQ Process is complete.

6.2 Maximum Number of Proponents

- (1) Subject to Section 6.2(2), PWGSC intends to qualify, at a maximum, five (5) Proponents. However, PWGSC may, in its discretion and prior to the issuance of the RFP documents, replace a Proponent that has informed PWGSC that it does not intend to participate in the RFP process by inviting the next highest rated Respondent in accordance with the provisions of Section 6.1(2).
- (2) In the event of a tie in the scores for the fifth and the sixth ranked Respondents (based on the RFQ Rating), PWGSC may opt either to qualify fewer than the maximum of five Proponents or may opt to qualify six Proponents.

6.3 Clarifications of Responses

- (1) During the evaluation of Responses, PWGSC may request that any Respondent provide further clarification of any part of its Response for the purpose of clarifying an ambiguity in the Response. Respondents will not be permitted to repair deficiencies in their Responses through the clarification process, except as detailed in Appendix C. The evaluation of a Response will include any clarifications provided in writing in response to questions posed by PWGSC. PWGSC will have the right to clarify any information received and, for that purpose, the Respondents shall be deemed to consent to and authorize the release of such information to PWGSC.
- (2) PWGSC is under no obligation to request clarification of any information in any Response, including the clarification of an ambiguity in the Response. PWGSC may, in its sole discretion, request clarification of matters related to none, one or some of the Responses.

6.4 Reference Checks

- (1) PWGSC reserves the right to check references provided by Respondents in their Responses to clarify or validate information submitted in the Response. PWGSC is under no obligation to check references provided by Respondents. PWGSC may, in its sole discretion, check references related to none, one or some of the Responses.

SECTION 7 – RFQ PROCESS MATTERS

7.1 Respondent Due Diligence

- (1) PWGSC and its Representatives make no representations or warranties, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any related addenda, appendices, data, materials or documents. PWGSC and its Representatives shall not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of this RFQ or any other technical or historical information or addenda, appendices, data, materials or documents provided, delivered or made available by PWGSC or its Representatives.
- (2) Each Respondent is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the Project, the RFQ, and any addenda, appendices, data, materials or documents provided, delivered or made available or required by PWGSC.

7.2 Cost and Expenses of Respondents

- (1) All costs and expenses incurred by each Respondent in the preparation and delivery of its Response or in providing any additional information necessary for the clarification of its Response shall be borne solely by that Respondent.
- (2) Neither PWGSC nor its Representatives will be liable to pay any such costs and expenses or to reimburse or compensate a Respondent in any manner whatsoever under any circumstances, including in the event of the PWGSC rejection or non-prequalification of any or all Response or if PWGSC decides not to proceed with the RFP process or Project.

7.3 Changes to Respondents and Team Members

- (1) If an entity or person named in the Respondent's Response as a Key Team Member or Key Individual is unable to perform or complete the applicable Key Function or the tasks to be carried out by the Key Individual (the "Task"), the Respondent shall obtain the concurrence of PWGSC prior to performing or completing the Key Function or the Task, or entering into an agreement with another equally qualified entity or person to perform or complete the Key Function or the Task, such concurrence not to be unreasonably withheld.
- (2) In seeking to obtain the concurrence referred to in Section 7.3(1), the Respondent shall provide notice in writing containing:
 - (a) the reason for the inability of the Key Team Member or Key Individual to perform the Key Function or Task, as applicable;
 - (b) the name, qualifications and experience of the proposed replacement Key Team Member or Key Individual; and
 - (c) if applicable, proof that the Key Team Member or Key Individual has the required security clearance granted by the Government of Canada.

- (3) The Respondent shall not, in any event, allow performance of any part of the Key Function or Task by an unauthorized replacement Key Team Member or Key Individual, as applicable, and acceptance of a replacement Key Team Member or Key Individual shall not relieve the Respondent from responsibility to PWGSC to perform the Project.
- (4) PWGSC may order the removal from the Respondent team of any unauthorized replacement Key Team Member or Key Individual and the Respondent shall immediately remove that Key Team Member or Key Individual from the performance of the Project and shall, in accordance with Section 7.3(1) and 7.3(2) secure a further replacement.
- (5) The fact that PWGSC does not order the removal of a replacement Key Team Member or Key Individual from the performance of the Project shall not relieve the Respondent from the Respondent's responsibility to meet all the Respondent's obligations in the performance of the Project.
- (6) PWGSC, at its discretion, may approve or refuse an application under this Section 7.3. In exercising its discretion, PWGSC 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 Key Team Member if:
 - (a) The change would, in PWGSC's judgement, result in a Respondent that no longer holds similar qualifications and experience as that which was submitted by the Respondent in its original Response; or
 - (b) The evaluation of the new Key Team Member or of the new Key Individual, 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 five (5) highest ranked Respondents.
- (7) Without limiting the extend of the foregoing, PWGSC may refuse a change to a Respondent's Key Team Member or Key Individual and may, at its discretion, disqualify the Respondent where the Respondent has undergone or carried out a change contemplated by this Section 7.3 without PWGSC's prior written approval. This right extends to the RFP phase.

7.4 Examination and Interpretation of Documents

- (1) Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, and any conditions that may in any way affect its Response.

7.5 No Assignment

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

7.6 Rights of PWGSC

- (1) PWGSC in its absolute discretion reserves the right to do any/or all of the following without liability to PWGSC:
 - (a) reject any or all Responses received in response to the RFQ pursuant to Section 7.7, Section 7.8, Section 7.10, Section 7.11, Section 7.13 and Section 7.14;
 - (b) reject the Response if the Respondent assigns or transfers its rights in its Response, except in accordance with Section 7.3.;

- (c) cancel or defer the RFQ or the Project at any time;
- (d) reissue the same RFQ or a different request for qualifications document in relation to the Project;
- (e) if less than three (3) compliant Responses are received, cancel or defer the RFQ;
- (f) change the dates, deadlines, process and requirements described in this RFQ;
- (g) accept or reject any or all of the Responses; and
- (h) change the limits, scope and details of the Project.

7.7 Rejection of Responses

- (1) Without limiting any other provision of this RFQ, PWGSC may, at its sole discretion, disqualify a Response:
 - (a) 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>;
 - (b) if the Respondent's bidding privileges are suspended or are in the process of being suspended by PWGSC;
 - (c) if the bidding privileges of any member of the Respondent Team are suspended or are in the process of being suspended by PWGSC, 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;
 - (d) 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;
 - (e) if evidence, satisfactory to PWGSC, 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;
 - (f) if evidence satisfactory to PWGSC that based on past conduct or behavior the Respondent, or any member of the Respondent Team, is unsuitable or has conducted itself improperly; or
 - (g) With respect to current or prior transactions with PWGSC if:
 - (i) PWGSC 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 PWGSC; or
 - (ii) PWGSC determines that the Respondent's or a member of the Respondent Team's performance on other leases or contracts with PWGSC is sufficiently poor to jeopardize the successful completion of the Project.

- (2) Where PWGSC intends to reject a Response pursuant to this Section 10, PWGSC will so inform the Respondent and provide the Respondent ten (10) Business Days within which to respond to the circumstances which PWGSC is relying on to reject the Response.

7.8 Late Responses

- (1) PWGSC will return any Response delivered after the RFQ Response Deadline.

7.9 Delayed Responses

- (1) A Response delivered to the specified Bid Receiving Unit after the RFQ closing date and time but before the selection of Qualified Respondents may be considered, provided the Respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.

- (a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- (i) a CPC cancellation date stamp;
- (ii) a CPC Priority Courier bill of lading;
- (iii) a CPC Xpresspost label;

that clearly indicates that the Response was sent before the RFQ closing date.

- (2) Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of Responses are not acceptable reasons for the Response to be accepted by PWGSC.
- (3) Postage meter imprints, whether imprinted by the Respondent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

7.10 Integrity Provisions

- (1) The Integrity Provisions are provided under Appendix H of this RFQ.

7.11 Code of Conduct for Procurement

- (1) The *Code of Conduct for Procurement* provides that Respondents must respond to RFQ solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in a RFQ solicitation and resulting Agreements, submit Responses and enter into Agreements only if they will fulfill all obligations of the Agreements. By submitting a Response, the Respondent is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the Response non-responsive.

7.12 Conduct of Respondents, Team Members and Key Individuals

- (1) Respondents must respond to this RFQ in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements set out in Appendix D. To ensure fairness, openness and transparency in this competitive process, the Respondent acknowledges and agrees that the following activities are prohibited (and that it may have to subsequently certify that it has not engaged in any such activities):

- (a) payment of a contingency fee by any Respondent to a Person to whom the *Lobbying Act*, 1985, c.44 (4th Supplement) applies; and
 - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in this competitive process.
- (2) Respondents acknowledge and agree that the commission of certain offences may render them ineligible to participate in the RFQ Process or RFP process. By submitting a Response, the Respondent declares that neither it nor its Team Members, if any, has ever been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124, (*Selling or purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
- (3) The Respondent acknowledges and agrees that no individual to whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders, the Values and Ethics Code for the Public Service or the Defence Administrative Orders and Directives governing Conflict of Interest and Post-Employment apply, shall derive a direct benefit from the Project, unless that individual is in compliance with the applicable post-employment provisions.
- (4) By submitting a Response, the Respondent declares that it has complied with the requirements set out in Section 7.12(1), 7.12(2), and 7.12(3).
- (5) The Respondent acknowledges and agrees that PWGSC may disqualify the Respondent if it has been previously declared ineligible for selection by the Government of Canada and/or following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures. Furthermore the Respondent acknowledges and agrees that if a firm included as a Team Member or an individual included as a Key Individual has been declared ineligible for selection for work by the Government of Canada, which ineligibility would render the individual ineligible for selection for this Project, or the portion of the Project the individual is to perform under any contractual arrangement relating to this Project, the firm or individual, as applicable, may be deemed ineligible by PWGSC to participate as a Team Member or Key Individual.
- (6) The Respondent acknowledges and agrees that it may be disqualified in the event that, with respect to current or prior transactions with the Government of Canada,
 - (a) the Respondent or any Key Team Member is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (b) evidence, satisfactory to the Government of 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 any firm or individual included as Key Team Members or Key Individuals;
 - (c) the Government of Canada has previously exercised or intends to exercise the contractual remedy of taking the services out of the Respondent's or Key Team Member's hands with respect to any commission or contract with any firm included in the Key Team Members;
 - (d) PWGSC determines that the performance of the Respondent or a Key Team Member on other contracts or commissions, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the Project.

- (7) Where PWGSC intends to declare a Respondent or Key Team Member ineligible pursuant to Sections 4.12 (1), 7.3 and 7.12(6), other than Section 7.12(6)(b), PWGSC will so inform the applicable Respondent or Key Team Member and provide the applicable Respondent or Key Team Member five (5) days within which to make representations, prior to making a final decision regarding the ineligibility of the applicable Respondent or Key Team Member.

7.13 Prohibited Contacts

- (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 PWGSC, other than the PWGSC 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 PWGSC, an evaluation team or the evaluation committee;
 - (e) any other Respondent or Representative thereof;
 - (f) any of the Ineligible Parties listed at section 7.14(6).

7.14 Conflict of Interest and Ineligible Persons

- (1) Each Respondent Representative, on its own behalf and on behalf of the Team Members, must declare and continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future. In this Section 7.14, "Conflict of Interest" includes any situation or circumstance where in relation to the Project, the Respondent or Team Member has other commitments, relationships or financial interests that,
 - (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of PWGSC 's independent judgment; or
 - (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Agreements.
- (2) For clarity, a Conflict of Interest shall include circumstances where the Respondent or Team Member, or any of their respective employees, former employees, or subcontractors was involved in any manner in the preparation of this RFQ or any other documents associated with the Project.
- (3) In connection with its Response, each Respondent shall,
 - (a) avoid any Conflict of Interest in relation to the Project;
 - (b) disclose to PWGSC without delay any actual or potential Conflict of Interest that arises during the RFQ Process; and
 - (c) comply with any requirements prescribed by PWGSC to resolve any Conflict of Interest.

- (4) In addition to all contractual or other rights or rights available at law or in equity or legislation, PWGSC may immediately exclude a Respondent from further consideration and remove the Respondent from the RFQ Process if,
 - (a) the Respondent Representative fails to disclose an actual or potential Conflict of Interest;
 - (b) the Respondent or a Team Member fails to comply with any requirements prescribed by PWGSC to resolve a Conflict of Interest; or
 - (c) the Respondent's Conflict of Interest issue cannot be resolved.
- (5) Where PWGSC intends to eliminate a Response from further consideration pursuant to this Section 7.14, PWGSC will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact PWGSC before the RFQ Response Deadline. The Respondent acknowledges that it is within PWGSC's sole discretion to determine whether a Conflict of Interest or unfair advantage exists.
- (6) As a result of their involvement in the Project, the Persons listed in this Section 7.14(6) (and, subject to the rules set out below, any Person Controlled by, that Controls or that is under common Control with such listed Persons (each, an "Affiliate") and the subcontractors and consultants of such listed Persons) are not eligible to participate as a Respondent's Team Members ("Ineligible Persons"). In respect of the Project, the following firms and individuals are Ineligible Persons:
 - (a) Ernst & Young LLP;
 - (b) Raymond Chabot Grant Thornton Consulting Inc.;
 - (c) Rick Furano; and
 - (d) Roch Lebel.
- (7) An Affiliate may be eligible to participate as a Team Member provided that a Respondent has submitted to the Contact Person prior to the date and time set out in the RFQ Timetable a request for clarification that includes the following information:
 - (a) the full legal name of the Affiliate that it wishes to include as a Team Member;
 - (b) information regarding the Affiliate's relationship to the Ineligible Person;
 - (c) a description of the policies and procedures that will be put in place to mitigate any Conflict of Interest or potential Conflict of Interest; and
 - (d) the justification for excluding the Affiliate from the Conflict of Interest provisions of this RFQ.
- (8) Upon receipt of the request set out in Section 7.14(7) PWGSC shall, acting reasonably, make a determination as to whether it considers there to be a real, perceived or potential Conflict of Interest or whether such a Conflict of Interest can be mitigated. The Respondent shall be notified of PWGSC's decision and, where applicable, the Affiliate that has been deemed to have a Conflict of Interest shall be added to the list of companies that are not eligible to participate as Team Members.
- (9) A subcontractor or consultant to any of the Ineligible Persons may be eligible to participate as a Team Member subject to the prior written consent of PWGSC, in its sole discretion. PWGSC may also, in its discretion, waive the ineligibility of an Affiliate subcontractor or

subconsultant of an Ineligible Person on such terms and conditions as PWGSC, in its discretion, may require.

7.15 Disclosure

- (1) Each Respondent hereby agrees that PWGSC can inform the general public of the Prime Members and Equity Members of such Respondent's Team. Each Respondent also hereby agrees that PWGSC can inform the general public of the identity of the Qualified Respondents.

7.16 Restriction on Communication between Respondents

- (1) A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Response or the Response of the other Respondent in a fashion that would contravene the applicable laws of Ontario and Canada. Each Respondent shall prepare and submit its Response independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent.
- (2) For clarity, Section 7.16(1) applies to Respondents, their Team Members and their respective Representatives.

7.17 Debriefing

- (1) All Respondent may request a debriefing from PWGSC. Any information provided by PWGSC in good faith during a debriefing shall not be used against PWGSC or its Representatives in any way whatsoever, including legal action. PWGSC will hold any requested debriefings at the end of the RFP Process or at the end of the RFQ Process if the RFP Process is cancelled.

7.18 Access to Information Act

- (1) The Respondent acknowledges that the documents and other records under the control of PWGSC 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 PWGSC or any other government institution as a result of any action taken or required to be taken by PWGSC and any other federal government institution for the purpose of complying with the ATI or other applicable Laws or court/tribunal order.

7.19 Non-Disclosure

- (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 PWGSC which consent may be withheld in PWGSC's sole discretion.

7.20 Post-RFQ Requirements

- (1) Proponents are required to obtain a Procurement Business Number, submit a certification that they are compliant with the Federal Contractors Program for employment equity and obtain security clearances at time of Proposal submission at the RFP stage.

7.20.1 Procurement Business Number

- (1) Proponents must obtain a Procurement Business Number (“PBN”) registering itself as an entity wishing to do business with PWGSC prior to submitting a Proposal. The registration process can be accomplished by telephoning PWGSC’s Canada Business Information line at 1-800-811-1148, or by accessing the following Web Site: www.buyandsell.gc.ca/goods-and-services/leasing-of-real-property.

7.20.2 Federal Contractors Program For Employment Equity

- (1) Proponents and any of the Proponent’s members if the Proponent is a Joint Venture, should not be named at time of Proposal submission at RFP stage, on the FCP for employment equity “FCP Limited Eligibility to Bid” list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website, in accordance with Appendix I: <https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>

7.20.3 Security

- (1) Key Team Members and Key Individuals must be able to obtain appropriate security clearance at time of Proposal submission at the RFP stage in accordance with Appendix G of this RFQ.

7.21 Legal Matters

- (1) This RFQ is not an offer to enter into any contract of any kind whatsoever.

7.22 Interpretation

- (1) In this RFQ, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" will not be considered to set forth an exhaustive list.

APPENDIX A – DEFINITIONS

In this RFQ:

Addendum or **Addenda** has the meaning set out in Section 4.7;

Agreements is defined in Section 1.1(5);

ATI is defined in Section 7.18(1);

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

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 PWGSC;

CISD means Canadian Industrial Security Directorate, a directorate of PWGSC responsible for administering industrial security in Canada through the Contract Security Program;

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

CLC is defined in Section 1(4) of Appendix B;

Conflict of Interest is defined in Section 7.14;

Construction Prime Member see Prime Member;

Contact Person is defined in Section 4.5(1);

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 7.11;

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

Designated Organization Screening (DOS) means an administrative determination that an organization is eligible, from a security viewpoint, for access to protected information and assets of the same or lower level as the clearance being granted;

Design Prime Member see Prime Member;

Development Agreement is defined in Section 4.3 of Appendix B;

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

Enquiry has the meaning set out in Section 4.6(1);

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 Preferred Proponent;

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

Facility means the new building(s) and other physical facilities to be delivered for the Project;

Facility Security Clearance (FSC) means an administrative determination that an organization is eligible, from a security viewpoint, for access to classified and protected information and assets of the same or lower classification level as the clearance being granted;

Fairness Monitor means the independent firm identified in Section 3.3;

FCP means Federal Contractors Program;

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

Financial Close means the time when the Development Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Development 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;

GCWorkplace means the Government of Canada's GCworkplace available at <https://www.tpsgc-pwgsc.gc.ca/biens-property/mt-wp/mt-wp-eng.html>;

Guarantee and/or Indemnity Agreement is defined in Section 4.7 of Appendix B;

Ground Lease is defined in Section 4.2 of Appendix B;

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;

Ineligible Person is defined in Section 7.14(6);

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;

Indigenous Business means: a band as defined by the *Indian Act*; a sole proprietorship; a limited company; a co-operative; a partnership; a not-for-profit organization in which Indigenous persons have at least 51 percent ownership and control; a joint venture consisting of two or more Indigenous businesses or an Indigenous business and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51 percent ownership and control of the joint venture;

Indigenous Benefits Plan is defined in Section 3.3 of Appendix B;

Indigenous Person means an Indian, Metis or Inuit who is ordinarily resident in Canada. Evidence of being an Indigenous person will consist of such proof as: Indian registration in Canada; Membership in an affiliate of the Metis National Council or the Congress of Indigenous Peoples, or other recognized Indigenous organizations in Canada; Acceptance as an Indigenous person by an established Indigenous community in Canada; Enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim;

Information Session means the information session referred to in Section 3.2.1;

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

Key Individuals 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 C;

Laws means those designated in Section 3.5;

Lead Architectural Firm means the architectural design firm that will lead all Design Prime Members and their sub-contractors;

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

LRT is defined in Section 2.1(2) of Appendix B;

Named Project is defined in Appendix D – Form D-1 Project Template to this RFQ;

NCC is defined in Section 4.3(1) of Appendix B;

Net Zero Carbon building means a building in which energy consumption is reduced to a minimum through building design strategies and efficiency measures to the point where non-carbon-based fuel sources meet its energy needs. Embodied carbon in construction materials is also minimized;

Parcel is defined in Section 2.1(1);

PBN is defined in Section 7.20.1;

Preferred Proponent means the Proponent selected by PWGSC during the RFP process to enter into final discussions to complete and sign the Agreements;

Prime Member means an individual, corporation, joint venture, partnership or other legal entity, part of the Respondent team for the purposes of the Project, 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;
- 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 or undertaking over 50% of the design work for each of the architectural, civil, mechanical, electrical, structural and other design and engineering elements of the Project (**Design Prime Member**); or
- will or is expected to be responsible for or undertake over 30% of the facilities management services (property and facility management for the Project based on total estimated facility management costs of the Project (**Property and Facility Management Prime Member**); or
- will be responsible for arranging the financing of the Project, including the management and coordination of lenders (**Financing Prime Member**);

Procurement Authority means PWGSC;

Project means the design, construction, financing, maintenance and leasing of the 599 Tremblay Road Project, all as more particularly described in Appendix B of this RFQ;

Project Lead Prime Member see Prime Member;

Property and Facility Management Agreement is defined in Section 4.5 of Appendix B;

Property and Facility Management Prime Member see Prime Member;

Proponent means one of the Qualified Respondents that is invited to take part in the RFP;

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

PSPC means Public Services and Procurement Canada and is also known as PWGSC;

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

PWGSC Fit-Up means the Government of Canada's "Workplace Fit-up Standards" to be made available to Proponents at RFP stage;

PWGSC means Public Works and Government Services Canada and is also known as PSPC;

Qualified Respondent means a Respondent that complies with Section 6.1 and that has been selected by PWGSC to participate as one of the Proponents to the RFP Process;

Rated Evaluation Criteria means the rated evaluation criteria set out in Table 3 – Rated Evaluation Criteria Weighting in Appendix D;

Reliability Clearance means a security screening level that allows an individual access to Protected Information and to enter facilities up to and including the "Reliability" level;

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 Response Form (Form C-1 in Appendix C – 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 PWGSC 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 1.1(2) which is submitted to the Procurement Authority;

Response Deadline or **RFQ Response Submission Deadline** means the deadline for submitting Responses set out in Section 4.3;

RFP means the Request for Proposals for the Project, as outlined in Section 1.1(5);

RFP Process is defined in Section 3.1(1)(b);

RFP Timetable is defined in Section 3.2;

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

RFQ Process is defined in Section 3.1(1)(a);

RFQ Timetable is defined in Section 3.2;

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 under the Reliability level;

Sensitive Information means information categorized under the Reliability level by Canada. Including, but not limited to information, plans and detail drawings with respect to the Project;

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

Service Retail Space Sub-Lease is defined in Section 4.6 of Appendix B;

Site is defined in Section 2.1(1);

Substantial Completion means the point at which some portion of sites have been substantially completed in accordance with the Agreements;

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 part of the Respondent team, but who are not employees of the Prime or Equity Members and are proposed as Key Individuals within the Response.

APPENDIX B – PROJECT INFORMATION AND RFP PROCESS

1. Project Background

- (1) PWGSC acquired a 10.7 hectare parcel of land ("Parcel") formerly known as 530 Tremblay Road in 2009. Of the 10.7 hectares, PWGSC retains approximately 3.2 hectares known as 599 Tremblay Road ("Site") that will be used for the Project. Formally, the Parcel was a property of the Ministry of Transportation of Ontario. The Parcel is currently vacant and is located directly south of Highway 417, between St. Laurent Boulevard and the Eastway Gardens neighborhood (see Figure 1 – Site Location Map).
- (2) The expectation by PWGSC is for this campus to support the Portfolio Strategy for the National Capital Area and the City of Ottawa's endeavor to building around transit orientated hubs. The vision for the Parcel is to become a transit oriented mixed-use community with office, commercial, retail, and residential areas and to actively support a strong modal split that favors transit and other non-fossil fueled means of transport to and from the campus.

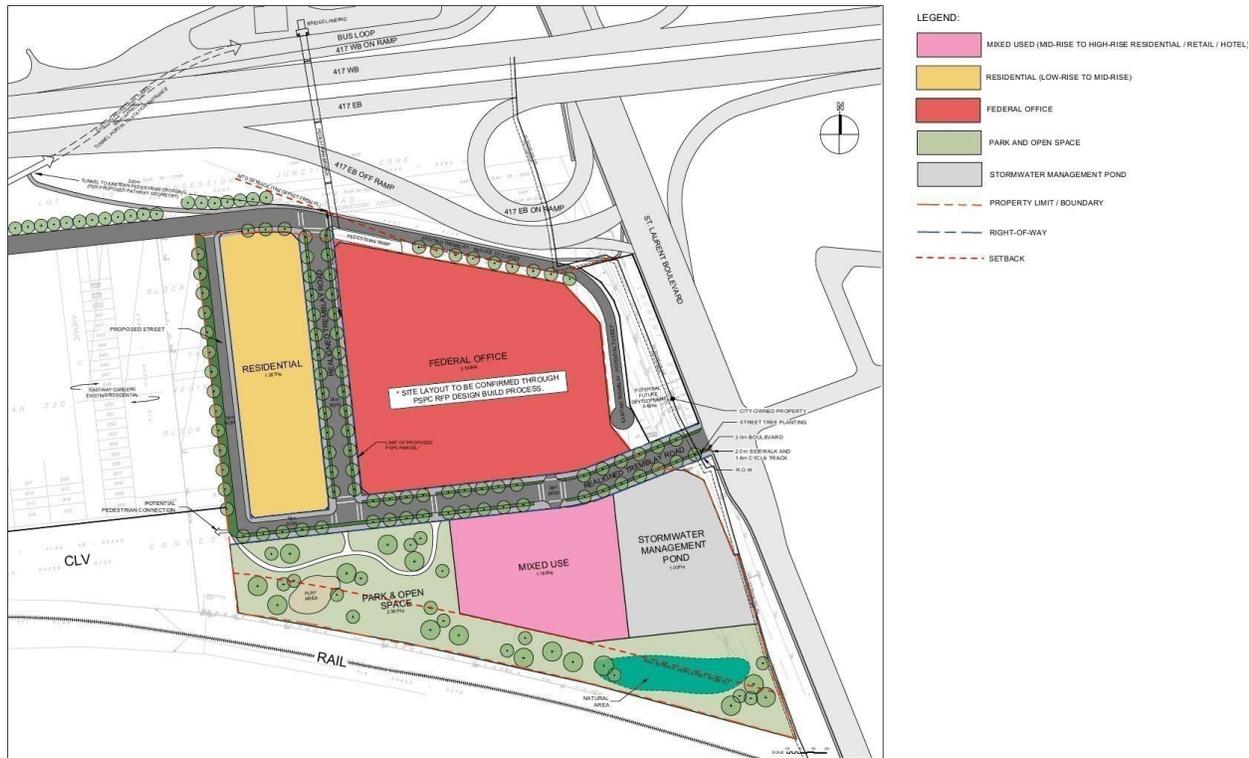
Figure 1 – Site Location Map



- (3) PWGSC, as a provider of office space to federal departments and agencies, has identified benefits to Canada that would accrue from creating an employment node in a campus like setting at 599 Tremblay Road. There is sufficient client program demand to make this eastern node viable, but only a portion of the land is needed. Two client organizations are currently being considered to move to this new location – the first client would require 63,000 m² of office space while the second client would require 62,000 m². In addition, PWGSC would also require 25,000 m² of generic portfolio space bringing the total Project requirement to 150,000 m² of rentable general office space and special purpose space to accommodate approximately 8,000 federal employees.

- (4) A strategic partnership has been established between PWGSC and Canada Lands Company Limited (“CLC”) wherein CLC will use its expertise and commercial business operations to update the Parcel master plan and develop the remainder of the Parcel (approximately 7.5 hectares) into a mixed use community of residential, commercial, and other mixed used components (see Figure 2 – Parcel Concept Development Plan).

Figure 2 – Parcel Concept Development Plan



- (5) As part of the strategic partnership, CLC has taken the lead role in a public engagement process to gather community input. Information on the public engagement activities undertaken to date by CLC can be found at the following link: <https://en.clc.ca/property/665>.

2. Project Details

2.1. Current Parcel Configuration

- (1) The 10.7 hectare Parcel is strategically located in one of the region’s largest commercial, industrial, and office space areas. The Parcel is considered a gateway given its location and prominence in the context of the City of Ottawa and surrounding main arterial roads, and its near alignment with OC Transpo’s St. Laurent Station.
- (2) The Parcel has 480 metres of frontage on Tremblay Road to the north. Further north and running parallel to Tremblay Road is Highway 417. Situated on the other side of the highway is a larger regional shopping center, the St. Laurent Center. Between Highway 417 and the St. Laurent Center is the St. Laurent Station, which includes Light Rail Train service (“LRT”), which will ultimately be linked to the Site by a pedestrian foot-bridge. Located immediately south of the Parcel is a Canadian National rail line and the OC Transpo’s LRT maintenance and storage facility. To the immediate west of the Parcel is

Eastway Gardens, a low-density residential neighborhood consisting of detached and semi-detached homes, townhomes, and small apartment buildings. The eastern portion of the Parcel has 225 metres of frontage on St. Laurent Boulevard, an arterial street running north-south. On the eastern side of St. Laurent Boulevard are a variety of industrial and commercial businesses. Currently, the land purchased by PWGSC sits vacant and was previously remediated as part of the acquisition process.

- (3) The Site is generally flat with a mix of open meadow area with mature deciduous trees and grass type vegetation. It is open and not protected receiving full sun exposure and prevailing winds are from the north / northwest which although cool the site in summer results in very cold conditions in the winter and shoulder seasons.

Figure 3 – Parcel Map



- (4) Figure 3 – Parcel Map above presents the lots of land comprised in the Parcel. PWGSC is in the process of acquiring an additional small parcel of land to regularize the site indicated in green in Figure 3 – Parcel Map. This parcel will be made available to the Preferred Proponent for construction as part of the Project.

2.2. Project Scope

- (1) PWGSC is looking for a private party to develop on the Site, through a Lease-Leaseback approach in accordance with Section 4 of this Appendix, 150,000 rentable square metres (m²r) in a campus type setting with office, retail, and special purpose space in multiple buildings, with associated supporting infrastructure requirements including site parking.
- (2) It is anticipated that in the fall of 2021, the Proponent that may be ultimately successful in being awarded the work related to the Project will enter into a series of Agreements in respect of the design, construction, financing, lease and a property and facility management of the Site and buildings. At the end of the term of the Ground Lease in accordance with Section 4.2(1), the ownership of the buildings will revert to PWGSC at no cost.

2.3. Construction Scope

- (1) The driver for this Project is to maximize the use of the Site and provide office space in a cost effective and timely manner to accommodate the long-term requirements of tenants and PWGSC.
- (2) The Project scope includes the development of the Site to include 150,000 m²r of general purpose office space for the consolidation of multiple tenant locations into efficient, consolidated, GCWorkplace space.
- (3) The Project is to develop a campus like setting that will require all buildings to be connected at a minimum by enclosed and climate controlled walkways. The Project scope also includes associated infrastructure including parking (underground and/or aboveground), a separate mail shipping and receiving facility and a walkway connection to the pedestrian bridge from one of the office building.
- (4) The Preferred Proponent will be responsible to design and build the Facility and undertake the PWGSC Fit-Up.
- (5) It is expected that a staged occupancy will begin in 2025 / 2026.

Project phases	Client #1	Client #2	Client #3
Building construction	Q1 2022 to Q4 2024	Q3 2022 to Q2 2025	Q1 2023 to Q4 2025
Fit-Up	Q3 2023 to Q1 2025	Q1 2024 to Q3 2025	Q4 2023 to Q4 2025
Move In	Q3 2024 to Q2 2025	Q1 2025 to Q4 2025	Q3 2025 to Q1 2026

2.4. Financing Requirements

- (1) The Preferred Proponent will be responsible for arranging all financing required for the Project for the design and construction period as well as for the leasing period.

2.5. Property and Facility Management Scope

- (1) The Preferred Proponent will be responsible for all aspects of facilities maintenance, repair, life cycle and property and facility management of the Site and Facility for a term equal to 25 years following construction of the Facility and the PWGSC Fit-Up.

2.6. Project Team

- (1) The Project's management and procurement is under the direction of PWGSC's Real Property Services comprising officials from the National Capital Area Project Delivery directorate (Technical Authority), Technical Services directorate, and the Complex Real Estate Transaction directorate (Procurement Authority), other PWGSC support teams, and advisors. The core team is located in Ottawa and expects to direct this project from Ottawa.

3. Key Commercial Terms and Requirements

3.1. Lease-Leaseback Approach

- (1) The Preferred Proponent will enter into multiple agreements with PWGSC through a Lease-Leaseback approach further described under Section 4. The Lease-Leaseback will cover the design and construction of the Facility and the PWGSC Fit-Up, as well as the operation, maintenance, and property and facility management of the Site and Facility by the Preferred Proponent for a term equal to 25 years following substantial completion.

3.2. Sustainability

- (1) As part of its Greening Government Strategy, the Government of Canada will transition to low-carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon. As such, departments will ensure that all new buildings and major building retrofits prioritize low-carbon investments based on integrated design principles, and life-cycle and total cost of ownership assessments.
- (2) As such, this strategy requires that all new federal buildings (including build-to-lease and public-private partnerships) starting at the latest in 2022, should be constructed to be Net Zero Carbon unless a lifecycle cost-benefit analysis (as may be approved by PWGSC) indicates Net Zero Carbon ready construction.
- (3) In accordance with this strategy, the Facilities will be comprised of Net Zero Carbon or Net Zero Carbon ready buildings.

3.3. Indigenous Benefits Plan

- (1) It is anticipated that RFP Proponents will be required to demonstrate their Indigenous strategy which will include an Indigenous Benefits Plan.
- (2) The Indigenous Benefits Plan is intended to develop long-term capacity and sustainable and meaningful socio-economic benefits for Indigenous professionals and businesses under this Project. The Indigenous Benefits Plan covers direct and non- direct benefits. Direct benefits refers to Indigenous employment, including opportunities as the Respondent, its consultants, or employees and/or personnel within the Respondent' team members. Non-direct benefits refer to Indigenous employment via labor that is not directly related to the performance of services. Meaningful engagement with Indigenous peoples is a priority for Canada.

3.4. Handback

- (1) The Preferred Proponent will hand back the Facility upon the expiry of the Ground Lease term with a remaining useful service life as defined within the Agreements.

3.5. Governing law

- (1) The Agreements will be governed by the laws applicable in the Province of Ontario, including applicable federal laws.

4. Principal Agreements

4.1. General

- (1) The following Agreements represent some of the agreements that are considered for this Lease-Leaseback Project. The description below are for indicative purposes only, subject to change, and further details on these Agreements will be provided at the RFP stage.

4.2. Ground Lease from PWGSC to the Preferred Proponent

- (1) PWGSC would ground lease the Site in its entirety to the Preferred Proponent for a term equal to 25 years, plus the period of time allotted for the construction of the Facility and the PWGSC Fit-Up.
- (2) The ground lease would be subject to the Preferred Proponent (i) developing the Facility and undertaking the PWGSC Fit-Up, (ii) granting a sublease of the entire Site and Facility to PWGSC, (iii) sub-leasing the service retail component of the Facility from PWGSC, and (iv) executing, and performing its obligations under such ground lease, sublease, sub-sublease and all other required related agreements.
- (3) The Facility would remain on the Site as a PWGSC-owned building on expiry of the ground lease without any payment being made to the Preferred Proponent beyond payment of rent pursuant to the sublease.

4.3. Development Agreement Between PWGSC and the Preferred Proponent

- (1) PWGSC and the Preferred Proponent would enter into a development agreement pursuant to which the Preferred Proponent would at its cost and expense construct the Facility in accordance with design requirements and performance specifications. These include 1) urban design guidelines jointly developed by the National Capital Commission (“NCC”) and PWGSC, 2) all municipal and other local governmental requirements, and 3) the undertakings and covenants set out in the Preferred Proponent’s Response in response to the RFP.
- (2) The design shall follow the National Capital Commission (“NCC”) approved guiding principles and overall approach for development of the Site.
- (3) The Preferred Proponent shall be responsible to meet all municipal and other local governmental requirements, including those of the NCC, and the undertakings and covenants set out in the Preferred Proponent’s Proposal in response to the RFP.

4.4. Sublease from the Preferred Proponent to PWGSC

- (1) The Preferred Proponent would sublease the Site and the Facility in their entirety to PWGSC under a quadruple net sublease. The sublease would make the Preferred Proponent responsible for all aspects of the operation, maintenance, repair and management of the Site and Facility, in accordance with standards, terms and conditions contained in a separate property and facility management agreement to be entered into between the Preferred Proponent and PWGSC.
- (2) Under the sublease and property and facility management agreement, PWGSC would be responsible for the payment of base rent, all realty taxes, and all maintenance, repair and life cycle costs, subject to the Preferred Proponent assuming a fixed amount of base rent (which may be nominal), and all realty taxes and all maintenance, repair and life cycle costs allocated to the service retail component of the Facility.

4.5. Property and Facility Management Agreement Between the Preferred Proponent and PWGSC

- (1) PWGSC and the Preferred Proponent would enter into a property and facility management agreement pursuant to which the Preferred Proponent would undertake to manage and maintain the Site and the Facility (and the PWGSC Fit-Up) in accordance with the standards, terms and conditions contained in that property and facility management agreement. The Preferred Proponent would be permitted to retain the services of a third party manager if desired, but, notwithstanding the retention of such third party manager, the Preferred Proponent would continue to have ultimate responsibility to PWGSC for management of the Site and the Facility.

4.6. Service Retail Space Sub-Sublease from PWGSC to the Preferred Proponent

- (1) The retail component of the Facility would be sub-subleased by PWGSC to the Preferred Proponent, which, in turn, would be obligated to sub-sub-sublease the service retail premises to individual retail tenants pursuant to a merchandising plan approved by PWGSC and with tenants acceptable to PWGSC. Under the sub-sublease, the Preferred Proponent would be responsible for paying a fixed amount of base rent, and also all realty taxes and all operating, maintenance, repair and life cycle costs allocated to the service retail component of the Facility and would be entitled to retain the revenue generated therefrom.

4.7. Guarantee and/or Indemnity Agreement

- (1) If the Preferred Proponent is not considered by PWGSC to be sufficiently creditworthy or if it is a wholly-owned special purpose subsidiary of another entity, such other entity or other related company would be required to execute a guarantee and/or indemnity agreement pursuant to which such entity would be required to guarantee all of the obligations of the Preferred Proponent under all agreements executed with or in favour of PWGSC and/or related to the Project.

5. **Out of Scope Elements**

- (1) The following elements are deemed out of scope for this Project :
 - (a) Tremblay Road realignment and site servicing (water, sewer, storm water, etc.) which is expected be designed and built by a third party;
 - (b) A pedestrian bridge linking the site to the St. Laurent transit station which is expected to be designed and built by a third party. Coordination with said bridge will be a critical element in the design of the Project, its buildings, infrastructure and Site; and
 - (c) the development of the 7.5 hectares of land for residential and mixed use under the responsibility of CLC as described in Section 1.1 (4) of this Appendix.

6. **Information on the RFP Process**

6.1. General

- (1) As set out in the RFQ, only Proponents selected from this RFQ will be eligible to participate in the RFP process.
- (2) The information provided in this section does not represent a commitment by PWGSC and is provided solely for information purposes. It may be modified by PWGSC, in its sole discretion, at the RFP stage.

- (3) It is currently anticipated that the RFP Process will proceed in accordance with the following draft schedule. Respondents are strongly cautioned that this schedule is not final and will be superseded by the RFP Timetable (“RFP Timetable”) included in the RFP documents:

Table 2 – Draft RFP Timetable

Steps	Approximate Dates
RFP and draft Agreements issued	Fall / Winter 2020
Commercially Confidential Meetings	Fall / Winter 2020
Final RFP and Agreements issued	Winter 2020
Technical and Financial Proposal Deadline	Spring 2021
Preferred Proponent Identified	Summer 2021
Commercial and Financial Close	Fall 2021
Construction start	Winter 2021
Construction end	Early 2026
Operating term	2026 to 2051

6.2. RFP Documents

- (1) The RFP documents are expected to include a:
- (a) Detailed description of the competitive procurement process (in the RFP itself);
 - (b) Detailed description of the Proposal requirements for the RFP process (for both design and pricing);
 - (c) Detailed description of the evaluation criteria and scoring to be applied to the Proponents’ Proposals; and
 - (d) Draft set of Agreements (to be finalized during the RFP process).

6.3. Potential RFP Proposal Requirements

- (1) The form of the RFP proposal will be described in the RFP and will address both technical and financial aspects of the Project. It is currently anticipated by PWGSC that the RFP could require Proponents to submit, at a minimum, the following information:
- (a) A detailed design presentation including a preliminary design proposal for the Project in sufficient details to demonstrate the Proponent’s capability to meet the sustainability requirements;
 - (b) A detailed plan for project management, construction and facilities maintenance;
 - (c) A pricing proposal consisting of the monthly rent to be paid by PWGSC and any other pricing requirements specified in the RFP documents;
 - (d) An Indigenous Benefits Plan that demonstrates the Proponent’s capability and commitment to develop long-term capacity and sustainable and meaningful socio-economic benefits for Indigenous peoples and businesses under this Project; and

- (e) Additional information as specified in the RFP documents.
- (2) Proponents could also be required to post financial security (such as a letter of credit) to secure their Proposals.

6.4. RFP Process - Design Consultation

- (1) The Project is subject to the *National Capital Act*, since it is proposed on federally-owned lands within the National Capital Area. The Project is therefore required to obtain Federal Land Use and Design Approval from the NCC. The NCC's analysis of the Proponent's Proposals will be conducted in accordance with criteria detailed in the RFP.

6.5. RFP Process - Consultation on Agreements

- (1) The RFP documents will include a series of Agreements.
- (2) It is anticipated that Proponents will have the opportunity to submit comments, questions and suggested modifications to the draft Agreements using the enquiry process set-out in the RFP and during commercially confidential meetings. In view of such comments and suggestions, the draft Agreements could be revised by PWGSC. In the absence of any revisions by PWGSC, the draft Agreements shall become the Agreements on which Proponents will base their RFP Proposals and which the Preferred Proponent will be obligated to sign without further substantive revision.

6.6. RFP Process – Evaluation and Scoring

- (1) PWGSC's anticipates evaluating Proposals taking into account such evaluation criteria as:
 - (a) Architectural Design and Urban Design proposals;
 - (b) Functional program requirements;
 - (c) Technical requirements;
 - (d) Operational requirements including energy efficiency;
 - (e) Sustainability;
 - (f) Indigenous Benefits Plan; and
 - (g) Price.
- (2) A detailed breakdown of scoring and evaluation criteria and sub-criteria will be provided in the RFP documents.

6.7. RFP Process – Proposal Design Fee

- (1) PWGSC is considering paying a Proposal Design Fee to each Proponent that has submitted a compliant Proposal but has not been identified as the Preferred Proponent. PWGSC will confirm its decision at the RFP stage. The amount, if applicable, will be identified in the RFP.

APPENDIX C – FORMS AND CERTIFICATIONS

Instructions

Respondents must provide the required forms, certifications and documentation as set out herein.

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

Form C-1 – Master RFQ Response Form;

Form C-2 – Team Member Consent Declaration Form;

Form C-3 – Respondent Team Members Form;

Form C-4 – Corporate Profile;

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

Form C-6 – Respondent Key Individuals Form; and

FORM C-1– MASTER RFQ RESPONSE FORM

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

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

- a) it has the power and authority to bind the Respondent for the purpose of the RFQ;
- b) it has received all Addenda to the RFQ;
- c) the Respondent is a:
 - a sole proprietor
 - a limited liability or general partnership
 - a corporation
 - a joint venture
 - 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 C-1 – RFQ Master Response 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 Sections 7.10 and 7.11.

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

Respondent Representative

Per:

Name:
Title:
Date:

Per:

Name:
Title:
Date:

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

FORM C-2 – TEAM MEMBER CONSENT DECLARATION FORM

Legal Name of Team Member	
Role(s) of Team Member (Equity, Project Developer, Design, Construction, Property and Facility Management or Financing)	
Approximate percentage of role to be performed by the Team Member	
Type of Business	
Current Trading/Business Name	
Year of Incorporation / Registration	
Registered Address	

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 7.14 of this RFQ;
- h) the Team Member declares that this Form C-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 Sections 7.10, 7.11, and 7.12.

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

Team Member

Per:

Name:
Title:
Date:

Per:

Name:
Title:
Date:

FORM C-3 – RESPONDENT TEAM MEMBERS FORM

Project Development Prime Member(s)		
Name	Address (Registered head office and place of business)	
Equity Member(s)		
Name	Address (Registered head office and place of business)	Approximate % equity participation
Financing Prime Member(s)		
Name	Address (Registered head office and place of business)	
Design Prime Member(s)		
Name	Address (Registered head office and place of business)	Approximate % of design work

Construction Prime Member(s)		
Name	Address (Registered head office and place of business)	Approximate % of construction work
Property and Facility Management Prime Member(s)		
Name	Address (Registered head office and place of business)	Approximate % of FM work

FORM C-4 – CORPORATE PROFILE

Instructions

- (1) 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.
- (2) For subsidiary corporation(s), provide the name of parent/holding company(ies) and organizational chart showing parent/holding company(ies) and subsidiary and affiliate companies.
- (3) 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 C-6 – RESPONDENT KEY INDIVIDUALS FORM

<p><i>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.</i></p>			
Delegated Role	Key Individual's Name	Registered or corporate name of affiliate company	Contact Information (Registered head office, place of business addresses, and email)
<p>Project Developer Prime Member Key Individuals – Three (3) Key Individuals (roles to be identified by Respondent), plus one (1) Indigenous Specialist</p>			
Indigenous Specialist			
<p>Design Prime Member Key Individuals</p>			
Lead Architect			
Lead Structural Engineer			
Lead Civil Engineer			
Lead Electrical Engineer			
Lead Mechanical Engineer			
Lead Urban Designer			
Lead Landscape Architect			
Lead Sustainability and Energy Efficiency Specialist			
Lead Interior Designer (Fit-Up)			
<p>Construction Prime Member Key Individuals, Three (3) Key Individuals (roles to be identified by Respondent)</p>			

<p><i>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.</i></p>			
Delegated Role	Key Individual's Name	Registered or corporate name of affiliate company	Contact Information (Registered head office, place of business addresses, and email)
<p>Property and Facility Management Prime Member Key Individuals – Three (3) Key Individuals (roles to be identified by Respondent)</p>			
<p>Financing Prime Member Key Individuals (1 per Financing Prime Member)</p>			
Lead Financing			

APPENDIX D – EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

1. Evaluation Criteria Response Instructions

- (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.
- (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.
- (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.
- (4) Responses to the Rated Evaluation Criteria will be evaluated against the identified scales found in Appendix E – Applicable Scales for Rated Evaluation Criteria.

2. RFQ Evaluation Summary

- (1) The Evaluation Committee will be responsible for evaluating the Responses in accordance with the Rated Evaluation Criteria.
- (2) Responses shall be compliant with the Mandatory Requirements in accordance with Table 3 of Appendix D.
- (3) Responses will be evaluated in accordance with the criteria and weight factors indicated in Table 3 below. Respondents are cautioned that a Response which fails to meet the total minimum score of 70/100, or if any of A., B., C., D. or E. fails to meet the minimum scores indicated in Table 3, as a result, be prevented from becoming a Qualified Respondent.
- (4) 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.
- (5) The Team Composition and Structure in criteria A.2, and the Key Individuals assessed in criteria A.3, B.2, C.2, D.2 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.

Table 3 –Evaluation Criteria

PACKAGE 2: TECHNICAL AND FINANCIAL CAPABILITY AND EXPERIENCE			
MANDATORY REQUIREMENTS			
Completed Form C-1			
Completed Form C-2			
Completed Form C-3			
Completed Form C-4			
Completed Form C-5			
Completed Form C-6			
RATED CRITERIA		WEIGHTING	MINIMUM SCORE PER CRITERIA
A: Development Capability and Experience		Total: 23	11.5 / 23
A.1 Experience	A.1.1 Comparability	6	
	A.1.2 Capability	6	
A.2 Respondent Team Composition and Structure		5	
A.3 Project Lead Key Individuals		6	
B: Design Capability and Experience		Total: 27	13.5 / 27
B.1 Experience	B.1.1 Comparability	10	
	B.1.2 Capability	10	
B.2 Key Individuals		7	
C: Construction Capability and Experience		Total: 21	10.5 / 21
C.1 Experience	C.1.1 Comparability	8	
	C.1.2 Capability	8	
C.2 Key Individuals		5	
D: Property and Facility Management Capability and Experience		Total: 14	8 / 14
D.1 Experience	D.1.1 Comparability	5	
	D.1.2 Capability	5	
D.2 Key Individuals		4	
E. Financial Capacity and Financing Experience		Total: 15	10.5 / 15
E.1 Capacity		10	
E.2 Experience		3	
E.3 Key Individuals		2	
TOTAL MINIMUM SCORE		70/100	

PACKAGE 2: TECHNICAL AND FINANCIAL CAPABILITY AND EXPERIENCE

A. Development Capability and Experience		Total Weighting for Section A = 23	Minimum Score for Criteria A = 11.5
A.1 Experience		Max Pages: 3 pages per project	
Submission			
<ol style="list-style-type: none"> Using Form D-1 provided in Attachment 1 of Appendix D of this RFQ, submit three (3) comparable project examples demonstrating the Development Prime Member’s experience where the Prime Member was the primary developer of an office campus, and where the development work was completed within the past ten (10) years from the closing date of this RFQ. The project examples must have been delivered and been in operations for at least two (2) years. 			
Evaluation Criteria			
A.1.1 Comparability	Weighting: 6	A.1.2 Capability	Weighting: 6
<p>Referenced projects will be evaluated based on the degree to which they are <u>collectively</u> comparable to the Project parameters below, including the degree to which the projects have been delivered recently:</p> <ol style="list-style-type: none"> Development of high-rise office accommodations facilities similar in scope and in an urban setting, and minimum size of 50,000 m²; Development of an accommodations project incorporated into a mixed-use development in an urban environment; Development of facilities with a similar leasing structure to the one contemplated in the Agreements; Project with a mix of tenants; Project with high sustainability standards (LEED Gold certification minimum) reflective of a more holistic approach to the design of the site and its buildings; and Experience working with other Prime Members in a multi-disciplinary team. 		<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"> Provide value-added, creative innovative solutions to design and technical challenges; Successfully integrate construction requirements and long-term operations, maintenance and lifecycle rehabilitation requirements into the design; Produce sustainable designs for energy efficiency of facilities; Develop efficient designs for longevity; and Develop Indigenous benefits opportunities. 	

A.2 Respondent Team Composition, Structure and Management	Max Pages: 10 (Excluding org. charts)	Weighting: 5
Submission		
<ol style="list-style-type: none"> 1. Provide an organizational chart illustrating the relationship between each of the Prime Members and Key Individuals for the Project. 2. Provide an organizational chart illustrating the relationship between each of the Design Prime Members and Key Individuals for the Project, including between the Lead Architectural Firm and its sub-contractors (if applicable). 3. Describe the roles and responsibilities of each Team Member and Key Individual in the Project. 4. Describe the plan and approach for governing and managing the Respondent Team, having specific regard to: <ol style="list-style-type: none"> a) Decision-making authority for the Respondent and, if this authority will be shared between two (2) or more individuals; b) The Respondent’s approach to ensuring suitable and effective integration of the functions of the Project Development Lead Prime Member, Design Prime Member, Construction Prime Member(s) and Facilities Maintenance Prime Member(s) and description of the risk allocation across the team and the interface between these Team Members; c) The Respondent’s approach to ensuring suitable and effective integration of the design functions within the Design Prime Member(s) and its (their) sub-contractors (if applicable); and d) The essential elements and approach of the Respondent to developing a successful long-term partnership with PWGSC. 		
Evaluation Criteria		
<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"> 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; 2. Clear descriptions of roles and responsibilities for all Team Members and Key Individuals that take into account the needs of the Project; 3. An efficient and clear decision-making process and clearly defined contractual and risk allocation between the Respondent Team Members; and 4. Effective approach to developing a successful long-term relationship with PWGSC taking into account the unique challenges of the Project. 		

A.3 Project Development Lead Key Individuals	Max Pages: 3 per Key Individual	Weighting: 6
Submission		
<p>Using Form D-2 provided in Appendix D of this RFQ, submit resumes for the Key Individuals below 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> <ul style="list-style-type: none"> (a) Project Development – Key Individual #1 (b) Project Development – Key Individual #2 (c) Project Development – Key Individual #3 (d) Indigenous Specialist 		
Evaluation Criteria		
<p>The response will be evaluated on the degree to which it reflects how the proposed Key Individuals have the required experience and capability considering:</p> <ol style="list-style-type: none"> 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.2 for the Key Individuals, on comparable projects; and 3. Experience delivering under an alternative delivery model with performance specifications for office buildings such as, but not limited to Lease-Leaseback, Sale-Leaseback, Public Private Partnerships. 		

B. Design Capability and Experience		Total Weighting for Section B = 27	Minimum Score for Criteria B = 13.5
B.1 Experience		Max Pages: 6 per project	
Submission			
<ol style="list-style-type: none"> Using Form D-1 provided in Attachment 1 of Appendix D of this RFQ, submit three (3) comparable project examples demonstrating the Design Prime Member's experience (Architecture) where the Architect was the prime consultant and primary design service provider, and where the design work was completed within the past ten (10) years from the closing date of this RFQ. Using Form D-1 provided in Attachment 1 of Appendix D of this RFQ, submit three (3) comparable project examples demonstrating the Design Prime Member's experience (Urban Design) where the design work was completed within the past ten (10) years from the closing date of this RFQ. The design of the project examples must be completed and, at a minimum, the facilities must be in construction. Projects submitted for criteria 1 and 2 above may be the same project. Forms should be submitted for each of criterion 1 and 2. 			
Evaluation Criteria			
B.1.1 Comparability	Weighting: 10	B.1.2 Capability	Weighting: 10
<p>Referenced projects will be evaluated based on the degree to which they are <u>collectively</u> comparable to the Project parameters:</p> <ol style="list-style-type: none"> Design of accommodations facilities similar in size (over 50,000 m²), scope and in an urban setting; Design of accommodations facilities with multiple buildings, extensive landscape architecture and urban design, creating a new campus that is incorporated into a mixed-use broader development and community; and Design of facilities with a high standard of sustainability (social, environmental and economic) and energy efficiency with LEED certification. 		<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"> Provide value-added, creative innovative solutions to design and technical challenges; Successfully integrate construction requirements and long-term operations, maintenance and lifecycle requirements into the design; Produce world class architectural designs that serve as landmarks contributing to the enhancement of community, city, and the national/international built environment. Produce highly sustainable designs for energy efficiency of facilities and improvements to the social, natural environments and socio-economic vitality of the community and urban fabric. 	

B.2 Key Individuals	Max Pages: 6 for the Lead Design Architect and 3 per other Key Individual	Weighting: 7
Submission		
<p>Using Form D-2 provided in Appendix D of this RFQ, submit resumes for each of the following Key Individuals from the Design 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> <ul style="list-style-type: none"> a) Lead Architect b) Lead Structural Engineer c) Lead Civil Engineer d) Lead Electrical Engineer e) Lead Mechanical Engineer f) Lead Urban Designer g) Lead Landscape Architect h) Lead Sustainability and Energy Efficiency Specialist i) Lead Interior Designer (including Fit-Up) 		
Evaluation Criteria		
<p>The experience presented in support of this criterion should demonstrate the Key Individuals' capability to:</p> <ol style="list-style-type: none"> 1. Work in comparable project roles; 2. Work at a comparable level of responsibility; 3. Lead, manage, organize, design and support quality outputs; and 4. Deliver under an alternative delivery model with performance specifications such as, but not limited to, Lease-Leaseback, Sale-Leaseback, Public Private Partnerships. 		

C. Construction Capability and Experience		Total Weighting for Section C = 21	Minimum Score for Criteria C = 10.5
C.1 Experience		Max Pages: 3 per project	
Submission			
<ol style="list-style-type: none"> Using Form D-1 provided in Attachment 1 of Appendix D 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. 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. 			
Evaluation Criteria			
C.1.1 Comparability	Weighting: 8	C.1.2 Capability	Weighting: 8
<p>Referenced projects will be evaluated based on the degree to which they are <u>collectively</u> comparable to the Project parameters below:</p> <ol style="list-style-type: none"> Construction of accommodations facilities similar in size (over 50,000 m²), scope and in an urban setting; Construction of an accommodations project that is part of a broader mixed-use development in an urban setting; Construction project where security requirements were present; and Construction of a project with a high level of sustainability (with LEED certification) for the Site and the building components. 		<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"> Manage project schedules, a phased implementation strategy including supply chain project delivery logistics and on-site work; Perform construction in a secure environment; Coordinate construction work to achieve integration between designers, operators, and constructors; Implement effective and innovative construction approaches to respond to environmental issues, traffic (pedestrian, bicycle and vehicular circulation) and other health, safety and security concerns; and Address project challenges and provide values added benefits to the client. 	

C.2 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 5
Submission		
<p>Using Form D-2 provided in Appendix D 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> <ul style="list-style-type: none"> (a) Construction Key Individual #1 (b) Construction Key Individual #2 (c) Construction Key Individual #3 		
Evaluation Criteria		
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals' capability to:</p> <ol style="list-style-type: none"> 1. Work in comparable project functions; 2. Work at a comparable level of responsibility; 3. Deliver on comparable projects, meaning new construction of multiple purpose-built facilities in various locations across Canada; 4. Lead, manage, organise and construct while supporting a safe and healthy work environment and quality outputs; and 5. Deliver under an alternative delivery model with performance specifications such as, but not limited to, Lease-Leaseback, Sale-Leaseback, Public Private Partnerships. 		

D. Property and Facility Management Capability and Experience		Total Weighting for Section D = 14	Minimum Score for Criteria D = 8
D.1 Experience		Max Pages: 3 per project	
Submission			
<p>1. Using Form D-1 provided in Attachment 1 of Appendix D of this RFQ, submit three (3) project examples from within the past ten (10) years from the closing date of this RFQ, demonstrating the Property and Facility Management Prime Member(s) experience.</p> <p>2. The reference projects presented must have been delivered by the Property and Facility Management 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.</p>			
Evaluation Criteria			
D.1.1 Comparability	Weighting: 5	D.1.2 Capability	Weighting: 5
<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"> 1. Provision of operation, maintenance and repair services for office accommodations facilities of similar scope, and size over 50,000m²; 2. Provision of property and facility maintenance and management services to campus style facilities; 3. Provision of property and facility management services in a secure setting (site and buildings); 4. Provision of property and facility management services for projects with performance standards linked to leasing and / or property management agreements; and 5. Provision of property and facility management services where self-reporting of key performance indicators related to such items as maintenance, repairs, sustainability and energy efficiency was required. 		<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"> 1. Deliver property and facility management and maintenance services consecutively for at least five (5) years; 2. Provide long-term operation and maintenance services for the safe functioning of building systems, including monitoring and inspection, and preventive and corrective maintenance; 3. Deliver strategic planning of routine maintenance works and life cycle works, providing annual performance target assessments, evaluation and actions, in consultation with project sponsors, taking into account end-of-term considerations for asset condition and transfer; and 4. Work within a regime of performance indicators and targets (such as maintaining LEED certification and achieving energy efficiency over the lifecycle of the facility) for operation and maintenance services to achieve clearly defined service levels. 	

D.2 Key Individuals	Max Pages: 3 per Key Individual	Weighting: 4
Submission		
<p>Using Form D-2 provided in Appendix D of this RFQ, submit resumes for each of the following Key Individuals from the Property and Facility Management Prime Member(s) describing their overall experience within the past ten (10) years from the closing date of the RFQ including any specific experience relevant to the nature and scope of the Project.</p> <ul style="list-style-type: none"> (a) Property and Facility Management Key Individual #1 (b) Property and Facility Management Key Individual #2 (c) Property and Facility Management Key Individual #3 		
Evaluation Criteria		
<p>The experience presented in support of this criterion should collectively demonstrate the Key Individuals' capability to:</p> <ol style="list-style-type: none"> 1. Work in a comparable project function; 2. Work at a comparable level of responsibility; 3. Integrate and implement long-term operation and maintenance procedures for office buildings or accommodations comparable to the Project; and 4. Deliver under an alternative delivery model with performance specifications such as, but not limited to, Lease-Leaseback, Sale-Leaseback, Public Private Partnerships. 		

E. Financial Capability and Financing Experience		Total Weighting for Section E = 15	Minimum Score for Criteria E = 10.5
E.1 Capacity	Max Pages: Unlimited	Weighting: 10	
<p>This criterion will assess the financial capacity of the Prime Members individually and collectively to undertake their respective roles in the Project as described below:</p> <ul style="list-style-type: none"> a. Equity Member(s)'s capacity to fund the Project; b. Design Prime Member's, Construction Prime Member(s)'s, Property and Facility Management Prime Member(s)'s and Financing Prime Member(s)'s capacity to undertake its Project obligations; and c. Guarantor(s), if applicable. 			
Submission			
<p>To address the above, Respondents must briefly describe in the context of each Prime Member's proposed roles and project obligations:</p> <ol style="list-style-type: none"> 1. For all anticipated Equity Members: <ul style="list-style-type: none"> a. The specific sources of equity capital for each equity capital funder (i.e. net assets, liquid assets, letters of commitment, cash) and its current financial position; b. Letter(s) from one or more Financial Institutions stipulating that, subject to normal commercial loan underwriting, favourable consideration would be given for the construction and long-term financing of the Project or satisfactory evidence that Respondent can self-finance the Project; c. 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 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 Property and Facility Management 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 <p>This information should be substantiated, for each of anticipated Prime Member and the Equity Member Guarantor(s) (if applicable), through:</p> <ol style="list-style-type: none"> 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 demonstrate:

- 1. Equity Members, parent company or other guarantor's Availability of Funds required to make the equity investment in the Project.
- 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.

E.2 Financing Prime Team Experience	Max Pages: 3 per project	Weighting: 3
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This criterion will assess the experience of the Financing Prime Member(s) in financing capability, approaches and experience relevant to the nature, size (dollar value) and scope of this Project.

Submission

Using Form D-1 provided in Attachment 1 of Appendix D of this RFQ, submit three (3) project examples that are of relevance to the Project's requirements demonstrating the Financing Prime Member(s)'s successful implementation of past project financings.

Evaluation Criteria		
<p>The Response will be evaluated on the degree to which the Respondent demonstrates experience comparable to the requirements of the Project. In particular, reference projects should have:</p> <ol style="list-style-type: none"> 1. Been delivered under an alternative delivery model with performance specifications such as Lease-Leaseback, Sale-Leaseback, P3 (DBFOM, DBFM or DBOM). 2. A minimum of \$350 million in capital costs; 3. A regime of performance indicators linked to a payment mechanism; 4. Financing terms (debt tenor) of 20 years or longer; and 5. Successfully secured financing and achieved financial close within the last 5 years. 		
E.3 Key Individuals	Max pages: 3 per Key Individuals	Weighting: 2
<p>This criterion will assess the experience of up to two (2) Key Individuals from the Financing Prime Member(s) in financing similar projects.</p>		
Submission		
<p>Using Form D-2 provided Appendix D of this RFQ, submit resumes for a Lead - Financing Key Individual from each of the Financing Prime Member(s).</p>		
Evaluation Criteria		
<p>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 include projects that have:</p> <ol style="list-style-type: none"> 1. Been delivered under an alternative delivery model with performance specifications such, but not limited to, as Lease-Leaseback, Sale-Leaseback, P3 (DBFOM, DBFM or DBOM). 2. Been located in Canada or in a similar financial market environment; 3. A minimum of \$350 million capital costs; 4. A regime of performance indicators linked to the payment mechanism; 5. Financing terms (debt tenor) of 20 years or longer; and 6. Successfully secured financing and achieved financial close within the last 5 years. 		

Attachment 1 to Appendix D – SUBMISSION FORMS

FORM D-1 – PROJECT TEMPLATE

Project Title	Project name and location (City, Province/State and Country)
Part A – Client Reference Information	
Client contact name, address, phone number and email address	
Part B – General Project Information	
Project scope and size	
Start date, end date and current status of project, as applicable	
Role of Applicant and Team Members	
Project complexity considering (if applicable): <ul style="list-style-type: none"> • design/build/finance/lease delivery; • management of multidisciplinary team; • management of tenant fit-up and tenant improvements; • property and facility management including performance monitoring; • multi-phase development and multi-year implementation; • high level of environmental sustainability; • engagement with Indigenous businesses; • retail and commercial space implementation. 	
Role of Key Individuals	
How was this project financed?	

Project Title	Project name and location (City, Province/State and Country)
Lessons learned and challenges faced	
Awards received	
Part C – Project Control and Management	
For Development and Construction: Initial construction estimate, construction award value and final construction cost. Explain any variance between original and final costs. Planned schedule, variance and explanation of any variance. Management of project schedule and logistics coordination, detailing when the construction services were provided. Prime Member's role in the project construction execution and a description of any limitations on the scope of the construction services. Integration with designers and operators during construction work. Approaches developed to respond to specific environmental issues.	
For Design: Role in the project design execution; description of any limitations on the scope of the design services; coordination and integration of construction and operating, maintenance, and rehabilitation requirements into the design; design to standards for sustainability and longevity; the level of efficiency of the construction of the design, or its constructability, including if the construction is completed and the facility is operating. Should include photographs, renderings, and drawings, that clearly present each project, and demonstrate the inclusion of criteria listed in Appendix D.	
For Property and Facility Management: Property and Facility Management Prime Member's role in the project. Property and Facility Management 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. Description of any performance regime linked to the payment mechanism of the project to achieve clearly defined service levels. Certification standards for existing building operation and maintenance such as ISO, BOMA, LEED or other(s) as applicable.	
For Financing: Summary of amounts and types of financing raised by the Respondent (including risk capital contributed). Details regarding any incidents of default. 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. Relevance to the past project to this Project, including if there was a regime of performance indicators linked to the payment mechanism	
Part D – Additional Information	
Any further information that will assist PWGSC in evaluating the Key Team Member's experience	

FORM D-2 – 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 projects, (3 projects max. per Key Individual, except the Lead Design Architect for which 6 projects can be submitted)
 - i. Project name and name of the client
 - ii. Key Individual's role and responsibilities in the past project
 - iii. Project description including type of facility, size of project (area), and design, construction, facility operations, and total project values (in Canadian dollars)
 - iv. Project delivery type/procurement model (i.e. conventional or alternative delivery model)
 - v. Relevance of past project experience the Project - description of the Key Individual's role and level of responsibility and the degree of success of their performance
 - vi. Demonstration of how the role and responsibilities are of a similar nature and scope to the Project
 - vii. 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 E – 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 E-1 and E-2 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 E-1: Referenced Project Comparability	
RATING	DESCRIPTION
5	Outstanding – 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	Good – 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	Relevant – 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	Moderately Relevant – 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	Limited Relevance – The referenced project is scarcely comparable to the Project in aspects required by the criterion, with significant weaknesses.
0	Unacceptable – The referenced project is not comparable in any aspect required by the criterion.

Scale E-2: Capability, Approach, and Key Individuals	
RATING	DESCRIPTION
5	Exceptionally Addressed – 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	Fully Addressed – 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	Satisfactorily Addressed – 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	Moderately Addressed – 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	Poorly Addressed – 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	Not Addressed – No response provided or the response does not address the RFQ requirement.

APPENDIX F – ENQUIRY FORM

599 Tremblay Road Project

Do you request that this Enquiry be considered commercially confidential in accordance with Section 4.6 of the RFQ?	
Justification for confidentiality (where applicable)	

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

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

Enquiry (only one subject per Enquiry Form):

APPENDIX G – RFQ SECURITY GUIDE

1. Overview and Purpose

This Appendix describes activities and submissions that Respondents are strongly encouraged to undertake as soon as possible to be ready to submit a Proposal as part of the RFP stage.

PWGSC 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 PWGSC.

PWGSC will not be responsible if required security screening are not obtained in an appropriate time frame by Proponent.

2. Security Clearance Requirements for RFQ Stage

Respondent team members will not require a security screening to work on the RFQ submission.

3. Security Clearance Requirements for RFP Stage

Proponent team members will not require a security screening to work on the RFP submission.

4. Security Clearances at Contract Award

It is expected that Proponents will require the following at time of submission of their Proposal at the RFP stage:

(a) **Designated Organization Screening.** The Successful Proponent will need a valid Designated Organization Screening (“DOS”) at the level of RELIABILITY, with approved Document Safeguarding Capability (“DSC”) at the level of Protected, issued by CISD for the facility at which it intends to use and store the Sensitive Information.

(a) **Personnel Clearances.** Proponents Key Individuals will each need a valid security screening at the level of Reliability issued by CISD.

To begin the security clearance process, potential Respondents may submit applications to the Contact Person. The Contact Person will promptly forward all organizational security screening applications to the CISD Registration Division. Potential Respondents requiring further information should contact the Contact Person.

Until the security screening with regards to the clearance of said Proponent team members has been completed by CISD such Proponent team members may not have access to Sensitive information.

5. 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 Designated Organization Screening (DOS), Facilities Security Clearance FSC, and Document Safeguarding Capability (DSC).

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

APPENDIX H – INTEGRITY PROVISIONS

1. Overview and Purpose

- (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. The Respondent must comply with the Policy and Directives found at Ineligibility and Suspension Policy.
- (2) Under the Policy, charges and convictions of certain offences against a Respondent, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by PWGSC that the Respondent is ineligible to enter, or is suspended from entering into a contract or a Real Property Agreement with PWGSC. The list of ineligible and suspended Respondents is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Respondents.
- (3) In addition to all other information required in the response solicitation, the Respondent must provide the following:
 - (a) by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - (b) with its response, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
- (4) Subject to subsection (5) of this Appendix, by submitting a response to this solicitation, the Respondent certifies that:
 - (a) it has read and understands the Ineligibility and Suspension Policy;
 - (b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - (c) it is aware that PWGSC may request additional information, certifications, and validations from the Respondent or a third party for purposes of making a determination of ineligibility or suspension;
 - (d) it has provided with its response a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - (e) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - (f) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

- (5) Where a Respondent is unable to provide any of the certifications required by subsection (4) of this Appendix, it must submit with its response a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>.
- (6) PWGSC 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 PWGSC establishes after award of the Contract that the Respondent provided a false or misleading certification or declaration, PWGSC may terminate the Contract for default. Pursuant to the Policy, PWGSC may also determine the Respondent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Appendix I – Federal Contractors Program For Employment Equity

1. Overview and Purpose

- (1) Proponents and any of the Proponent's members if the Proponent is a Joint Venture, should not be named at time of RFP Proposal submission deadline, on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website:
<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>
- (2) PWGSC will have the right to declare a Proposal non-compliant if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- (3) PWGSC will also have the right to terminate the Agreements for default if a Prime Member, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- (4) The Proponent understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Proponent and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Agreement. If the AIEE becomes invalid, the name of the Proponent will be added to the "FCP Limited Eligibility to Bid" list.

APPENDIX J – ADMINISTRATIVE CHECKLIST

Section Reference		Submitted?
Package 1 - Forms and Certifications		
One (1) bound, signed original marked as “Original”, five (5) bound copies and one (1) electronic copy as per Section 4.11 of RFQ		
Form C-1	Master RFQ Response Form	Yes / No
Form C-2	Team Member Consent Declaration Form	Yes / No
Form C-3	Respondent Team Members Form	Yes / No
Form C-4	Corporate Profile	Yes / No
Form C-5	Directors of the Respondent Team Form	Yes / No
Form C-6	Respondent Key Individuals Form	Yes / No
Package 2 – Technical and Financial Capability and Experience		
One (1) bound, signed original marked as “Original”, five (5) bound copies and one (1) electronic copy of Sections A, B, C, D and E as per Section 4.11 of RFQ		
Section A: Development Capability and Experience Submission Requirements	<ul style="list-style-type: none"> • A.1 Experience <ul style="list-style-type: none"> ○ Form D-1 Project Template • A.2 Team Composition and Structure • A.3 Project Lead Key Individuals <ul style="list-style-type: none"> ○ Form D-2 Key Individual Experience 	Yes / No
Section B: Design Capability and Experience Submission Requirements	<ul style="list-style-type: none"> • B.1 Experience <ul style="list-style-type: none"> ○ Form D-1 Project Template • B.2 Key Individuals <ul style="list-style-type: none"> ○ Form D-2 Key Individual Experience 	Yes / No
Section C: Construction Capability and Experience Submission Requirements	<ul style="list-style-type: none"> • C.1 Experience <ul style="list-style-type: none"> ○ Form D-1 Project Template • C.2 Key Individuals <ul style="list-style-type: none"> ○ Form D-2 Key Individual Experience 	Yes / No
Section D: Property and Facility Management Capability and Experience Submission Requirements	<ul style="list-style-type: none"> • D.1 Experience <ul style="list-style-type: none"> ○ Form D-1 Project Template • D.2 Key Individuals <ul style="list-style-type: none"> ○ Form D-2 Key Individual Experience 	Yes / No
Section E: Financial Capability and Financing Experience Submission Requirements	<ul style="list-style-type: none"> • E.1 Financial Capacity • E.2 Experience <ul style="list-style-type: none"> ○ Form D-1 Project Template • E.3 Key Individuals <ul style="list-style-type: none"> ○ Form D-2 Key Individual Experience 	Yes / No