



Canada Lands Company
Société immobilière du Canada

RFQ No. CNT-2020Q06

Issue Date:

11 September 2020

Submission Deadline:

26 October 2020



Request for Qualifications

Outdoor Observation Level 2 Renovation Design Build
Project

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**REQUEST FOR QUALIFICATIONS
RFP NO: CNT-2020Q06**

1. Introduction

1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

CN Tower

Defining the Toronto skyline, the CN Tower is Canada's most recognizable and celebrated structure. Since its construction in 1976 the 553.33m tall tower has defined the Toronto skyline and been one of the City of Toronto’s most popular tourism attractions. The CN Tower was originally built by Canadian National and today is proudly owned and managed by the Company. As the proud owner and manager of one of the country’s most popular tourism attractions, the Company is constantly striving for innovative ways to share the CN Tower with visitors from across Canada and beyond.

Each year, approximately 2 million people visit the CN Tower to take in the breathtaking views and enjoy its many exciting offerings, including: the world’s highest glass-floor paneled elevators, the beautiful nightly light shows, the world-famous Glass Floor and of course, EdgeWalk, Toronto’s tallest extreme urban adventure.

360 The Restaurant at the CN Tower offers a world-class fine dining experience that celebrates Canada’s culinary excellence. 360 The Restaurant also boasts an award-winning wine selection from the world’s highest wine cellar, as designated by Guinness World Records.

In 2017 and 2018, the Company undertook a renovation of the Main Observation Level (Level 3) which included improvements such as installation of sections of full height glazing, Glass Floor, new VUE Bistro, revamped event space,, upgrading of the décor (walls, flooring, ceiling, lighting, elevator facades) and improvements to access/egress between floors.

The CN Tower hosts over 300 events each year; everything from receptions and dinners to products launches and themed events.

In addition to providing an unforgettable experience for visitors, the CN Tower is also an internationally renowned architectural triumph and modern engineering wonder. In 1995, the CN Tower was classified as one of the Seven Wonders of the Modern World by the American Society of Civil Engineers.

Visual displays throughout the CN Tower share many fascinating stories about this unique Canadian icon.

1.2. Scope of Work

This Request for Qualifications (“RFQ”) is issued for the purpose of qualifying the Proponents for the Second Stage Process for the CN Tower Outdoor Observation Level 2 Renovation (the “**Scope of Work**”).

The Scope of Work is described in more detail in the Scope of Work Schedule.

This RFQ will not result in any contract for the Scope of Work being awarded. Any such contract will be awarded under a Second Stage Process.

Through the competitive selection process, the Company is seeking to enter into a contract (the “Design- Build Agreement”) with a qualified entity (the “Design-Builder”) to design and build the project referred to as the Outdoor Observation Level 2 Renovation Project

In 2019 the Company retained Cumulus Architects Inc. (“**Cumulus**”) to create concept renderings for renovating the Level 2 Observation Level for the purpose of presenting to the Company’s Board of Directors. That assignment has now been terminated and all the material produced by Cumulus will be made available to the three short-listed Proponents at the RFP stage. Cumulus will be permitted to be a member of one Proponent team which may or may not be short-listed. The Company views the Cumulus concepts as one, but not the only acceptable solution and is open to consider other visions for the Project.

1.3. Qualification for Second Stage Process

Only the 3 highest scoring Proponents will be qualified under this RFQ and eligible to participate in any Second Stage Process.

1.4. Anticipated Second Stage Process

A Second Stage Process will be initiated at the option of the Company to award one or more contracts for the Scope of Work.

The Second Stage Process is anticipated to begin at the beginning of November 2020. This RFQ does not require the Company to conduct a Second Stage Process involving all Qualified Proponents. The Company may avail itself of exceptions to competitive procurement requirements and may:

- i. contract directly with one or more Proponents that are qualified under this RFQ; or
- ii. conduct invitational procurements involving some or all Proponents who are qualified under this RFQ – all according to the Company’s own policies and legal obligations.

1.5. No Guarantee of Volume of Work

The Company makes no guarantee of the value or volume of work that Qualified Proponents may receive through any Second Stage Process resulting from this RFQ. The value and volume of the Scope of Work will depend on a variety of factors, including funding and need, and whether the Company can obtain the same or similar services/goods internally.

1.6. RFQ Tentative Timetable

The following is a summary of the key dates in the RFQ/RFP process:

Event	Date
RFQ Issue Date	11 September 2020
Mandatory Receipt Confirmation and Non-Disclosure Agreement Deadline	18 September 2020
Mandatory Introductory Project Meeting / Site Visit	25 September 2020
RFQ Application Deadline – 2 PM Local Toronto Time	26 October 2020
Shortlist Announcement	2 November 2020
Issuing of RFP and Draft Design-Build Agreements to Qualified Proponents	5 November 2020
RFP Submission Deadline – 2 PM Local Toronto Time	6 January 2021
Selection of Preferred Proponent	22 February 2021
Agreement Award	10 March 2021
Phase 1 Construction to Commence - Gantry	3 May 2021
Phase 2 Construction to Commence – Level 2 Interior and Exterior Areas	4 October 2021
Substantial Completion	31 May 2022

The Company may change any of the above dates and times, including the RFQ Application Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on buyandsell.gc.ca and MerX.

1.7. RFQ Coordinator

1.7.1. Restricted Communications

All communications with the Company regarding any aspect of this RFQ (up until the issuance of the RFP) should be directed to the RFQ Coordinator:

Name: Jason Weeks
 Title: Manager, Procurement and Office Services (CN Tower)
 Address: 290 Bremner Blvd., Toronto, Ontario M5V 3L9
 Phone #: 416-601-4754
 E-mail address: jweeks@cntower.ca

Proponents shall refrain from contacting other agents or employees, or any other government agent or official in respect of this RFQ process, including for the purposes of lobbying or attempting to influence the outcome of this RFQ process.

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFQ process.

1.7.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFQ through any award notification to Qualified Proponents, only the RFQ Coordinator is authorized to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFQ process unless the information or instruction is provided in writing by the RFQ Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFQ Coordinator.

1.8. Trade Agreements

This RFQ is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the Canada-European Union Comprehensive Economic and Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership and the Canadian Free Trade Agreement.

2. RFQ Terms and Procedures

2.1. Definitions

In this RFQ, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Addenda Deadline**” means the deadline for issuing Addenda as set out in Section 1.6 (RFQ Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFQ.

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative

interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Application” means the documents and information that are submitted by a Proponent in response to the RFQ, through which the Proponent intends to demonstrate that it is qualified to perform the Scope of Work.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“Company” has the meaning ascribed to it in Section 1.1 (Company Description).

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Scope of Work (if selected as the successful Proponent in any Second Stage Process), the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Scope of Work (if selected as the successful Proponent in any Second Stage Process).

“days” means calendar days.

“Eligible Application” means an Application that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Applications.

“Key Individual” means that or those individual(s) who are responsible for managing and overseeing the activities relating to the activities set out in the Scope of Work.

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Proponent” or **“Proponents”** means an entity that submits an Application in response to this RFQ and, as the context may suggest, refers to a potential Proponent.

“Qualified Proponent” means a Proponent who is qualified under this RFQ to participate in any Second Stage Process pursuant to Section 1.3 (Qualification for Second Stage Process).

“Request for Qualifications” or **“RFQ”** means this Request for Qualifications issued by the Company and all schedules thereto.

“**RFQ Application Deadline**” means the Application submission date and time as set out in Section 1.6 (RFQ Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFQ.

“**RFQ Coordinator**” means the individual identified in Section 1.7 (RFP Coordinator).

“**Schedule**” means one of the schedules to this RFQ listed at Section 2.2 (and “**Schedules**” has a corresponding meaning).

“**Second Stage Process**” means any future procurement process (subsequent to the RFQ) to award one or more contracts for the Scope of Work.

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Application that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFQ process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFQ process and result in any unfairness.

2.2. Definitions of Schedules

In this RFQ, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Application Checklist Schedule”	Schedule 2
“Mandatory Requirements Checklist Schedule”	Schedule 3
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4
“Corporate Overview Schedule”	Schedule 5
“Declaration and Certification Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Receipt Confirmation Schedule”	Schedule 8
“Certificate of Compliance Schedule”	Schedule 9
“Nominated Project Details Schedule”	Schedule 10
“Non-Disclosure Agreement Schedule”	Schedule 11

2.3. Rules of Interpretation

This RFQ shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFQ, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. Site Visit and/or Proponents' Briefing

A Site Visit and/or Proponents' Briefing will be held at 290 Bremner Boulevard, Toronto, Ontario M5V 3L9, on 25 September 2020 at 10:00AM ET. Proponents should reserve approximately three (3) hours for this Site Visit and/or Proponents' Briefing.

The Site Visit and/or Proponents' Briefing is mandatory. If a Proponent does not attend the Site Visit and/or Proponents' Briefing, its Application will not be evaluated, and the Proponent will be disqualified from this RFQ process. All Site Visits and/or Proponents' Briefing shall be conducted in accordance with public health guidelines and best practices related to Covid-19.

2.5. RFQ Information

2.5.1. Proponent to Review

Each Proponent should carefully review the RFQ to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFQ. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Application.

2.5.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFQ, the Proponent must notify the RFQ Coordinator in writing prior to submitting an Application. The RFQ Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of an Application, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFQ; or
- b. claim that the Company is responsible for any of the foregoing.

2.6. Clarification and Questions

2.6.1. Submission

Proponents must submit requests for clarification in writing by email to the RFQ Coordinator, or as may otherwise be directed by the RFQ Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFQ, reference should be made to the specific section number and page of the RFQ.

Requests for clarification must be submitted at least 10 days prior to the RFQ Application Deadline.

2.6.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section **Error! Reference source not found.** (Application). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca and Merx. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFQ, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

2.6.3. Issued Addenda

Before submitting an Application, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca and Merx at least 13 days prior to the RFQ Application Deadline, unless it is an Addendum that extends the RFQ Application Deadline.

Any amendment or supplement to the RFQ made in any other manner will not be binding on the Company.

2.7. Receipt Confirmation

Proponents must complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein, by the date and time mentioned in Section 1.6 (RFQ Tentative Timetable).

2.8. Application Submission

2.8.1. General

To be considered in the RFQ process, a Proponent's Application must be received by the RFQ Application Deadline, as set out in Section 1.6 (RFQ Tentative Timetable) in Portable Document Format (.pdf) files to the email address below. The covering email shall contain Proponent's name, return address, and RFQ # CNT-2020Q06 and addressed to:

CANADA LANDS COMPANY CLC LIMITED
CN Tower
290 Bremner Boulevard
Toronto, Ontario, M5V 3L9
Attention: Jason Weeks - RFQ Coordinator
Email: rfq2020q06@cntower.ca

Applications received after the RFQ Application Deadline shall not be considered and shall be deleted unopened. Each Proponent is responsible for confirming the receipt of its Application.

Applications are to be submitted in English or French only, and any Application received by the Company that is not entirely in English and/or French may be disqualified.

2.8.2. Receipt

Every Application received will be date/time stamped.

2.9. Amendment of Application

A Proponent may amend its Application after submission, but only if the Application is amended and resubmitted before the RFQ Application Deadline. The Proponent must provide notice to the RFQ Coordinator in writing and replace its Application with a revised Application, in accordance with the requirements of this RFQ. The Company has no obligation to return amended Applications.

2.10. Proponent's Applications

All Applications submitted by the Application Deadline shall become the property of the Company and will not be returned to the Proponents.

2.11. Amendments to the RFQ

Subject to Section 1.6 (No Guarantee of Volume of Work

The Company makes no guarantee of the value or volume of work that Qualified Proponents may receive through any Second Stage Process resulting from this RFQ. The value and volume of the Scope of Work will depend on a variety of factors, including funding and need, and whether the Company can obtain the same or similar services/goods internally.

RFQ Tentative Timetable) and Section 2.6.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFQ in writing prior to the RFQ Application Deadline. No other statement, whether written or oral, shall amend this RFQ. The Proponent is responsible to ensure it has received all Addenda.

2.12. Clarification of Proponent's Application

The Company shall have the right at any time after the RFQ Application Deadline to seek clarification from any Proponent in respect of that Proponent's Application, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Application.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Application in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Application, in the Company's sole discretion.

2.13. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Application or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Application, if such statement, claim or Application is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Application information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.14. No Publicity or Promotion

The Company may disqualify a Proponent that makes any public announcement or distributes any literature regarding this RFQ or otherwise promotes itself in connection with this RFQ or any arrangement entered into under this RFQ without the prior written approval of the Company.

If a Proponent makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFQ, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Application, to provide accurate information and/or to rectify any false impression which may have been created.

2.15. Debriefing

Not later than 60 calendar days following the date of posting of a notification in respect of the RFQ, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

2.16. Confidentiality

2.16.1. Company Confidential Information

To access any Company confidential information, and to have their Proposal evaluated, the Proponent shall complete and return to the RFQ Coordinator, along with the Receipt Confirmation Schedule on the Deadline indicated at section 1.6, the Non-Disclosure Agreement attached as Schedule 12 to this RFQ.

2.16.2. Proponent Confidential Information

Except as provided otherwise in this RFQ, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Application and any information about the Proponent gathered as part of this RFQ process as confidential, and shall not disclose such information (except to its employees or advisors who require access to the information for the purposes of this RFQ and who are subject to binding confidentiality obligations substantially similar to those set out in this RFQ) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.16.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFQ may be reproduced for the purposes of evaluating the Proponent's Application.

2.17. Personal Information

The Proponent should not submit as part of its Application any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFQ process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFQ process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFQ process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.18. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFQ may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Application that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of an Application should be identified.

2.19. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Application, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Application or to change or enhance the Proponent's Application in any material manner;
- c. waive formalities and accept Applications that substantially comply with the requirements of this RFQ, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in an Application, as described in Section 2.13 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Application contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Application is determined to be non-compliant with the requirements of the RFQ;

- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFQ (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFQ or the Scope of Work, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFQ provided that those changes are issued by way of Addenda in the manner set out in this RFQ;
- i. accept or reject an Application if only one Application is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. cancel this RFQ process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFQ, or take no further action in respect of the matters contemplated by this RFQ;
- l. discuss with any Proponent different or additional terms to those contained in this RFQ or in any Proponent's Application; and
- m. reject any or all Application in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting an Application, the Proponent authorizes the collection by the Company of the information identified in this RFQ, which the Company may request from any third party.

2.20. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFQ process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Application;
- b. the Proponent's attendance at any meeting in relation to the RFQ process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFQ Application Deadline; and

2.21. Proponent's Costs for the Second Stage Process

At the Second Stage Process only, the Company will pay an honorarium to each unsuccessful Qualified Proponent who, in the opinion of the Company, submits a good faith proposal in response to that Second Stage Process which complies with all mandatory requirements set out in the Second Stage

Process documents. The Preferred Proponent with whom the Company enters into the Design Build Agreement will not be entitled to that honorarium.

Payment of the honorarium will be on the following basis:

- a. the honorarium will be up to a maximum of \$50,000;
- b. in determining the amount of the honorarium to be paid, the Company will assign a value equal to the value of professional time, fairly compensated, expended upon the preparation of the proposal during the Second Stage Process – which value will be determined in the Company’s sole discretion;
- c. payment of the honorarium will constitute full compensation to the Qualified Proponent for all claims and expenses and any potential damages of the Qualified Proponent in relation to both this RFQ and the Second Stage Process and will be conditional upon the Qualified Proponent signing a waiver absolving the Company from any liabilities to the Qualified Proponent regarding the RFQ and Second Stage Process and the selection process thereunder; and,
- d. the Qualified Proponent will also provide an irrevocable and unconditional royalty-free licence in favour of the Company permitting the unrestricted use by the Company of all or any of the design components of the Qualified Proponent’s proposal.

2.22. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFQ process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFQ process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFQ.

The Proponent further agrees that if the Company commits a material breach of this RFQ, the Company’s liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than \$5,000.

2.23. Not a Tender, No Contract “A”/Contract “B”

Notwithstanding any other provision of this RFQ, this RFQ is not a tender, and is not an offer to enter into either a bidding contract (often referred to a “Contract A”) or a contract to acquire goods or services from any Proponent (often referred to as “Contract B”). Neither this RFQ nor a Proponent’s Application shall create any contractual rights or obligations whatsoever on the Company, save and

except related to the general disclaimer of liability greater than the amount set out at Section 2.22 (Limited Liability).

Applications are revocable by Proponents; however, the Company is under no obligation to continue to evaluate or consider any Application that the Proponent seeks to modify following the RFQ Application Deadline. Applications and related information about Proponents will be assessed during the evaluation of Applications and accordingly, misleading or incomplete information, including withdrawn or altered information, could adversely impact any such evaluation (or result in the Company revisiting that evaluation) and may result in disqualification (in the Company's sole discretion).

2.24. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFQ and the Schedules, the RFQ shall prevail over the Schedules during the RFQ process.

2.25. Governing Law

The RFQ and the Proponent's Application shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

3. Application Evaluation, Format and Contents

3.1. General

The evaluation of the Application will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points
I	Mandatory Requirements	Pass/Fail
II	Rated Information ¹	100
V	Reference Verification	Pass/Fail
	Total	100

Every Proponent should refer to the Application Checklist Schedule to verify that it has included in its Application everything requested by this RFQ.

3.2. Application Format

3.2.1. General

The Proponent's Application should be comprised and formatted as follows:

¹ Excluding pricing.

- i. 1 PDF file or Folder of PDF files named as Application – Proponent – RFQ #

3.2.2. Technical Issues

In preparing its Application, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 10 MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFQ;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.7 and following (*Rated Information*); and
- g. as appropriate, incorporate the Schedules in its Application.

Applications should be submitted in accordance with the instructions set out in this RFQ and by completing the Schedules referred to below (without delineations, alterations, or erasures). In the event of a discrepancy between the original paper copy of an Application and any of the copies, the original shall prevail.

3.3. Application Contents – Mandatory Requirements and Rated Information

Applications should respond to the requirements and questions listed in the chart below in a written document.

Applications must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Application being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Applications should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Application under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS

Evaluation

<p>3.3.1. Mandatory Requirements Checklist</p> <p>The Application must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Declaration and Certification</p> <p>The Application must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Application must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. References</p> <p>The Application must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.5. Proponent Consortium Information</p> <p>Where a consortium is responding to this RFQ, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFQ, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. <p>Where a consortium is not responding to this RFQ, the Proponent shall respond by stating “Not Applicable”.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.6. Certificate of Compliance</p> <p>The Application must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the</p>	<p><i>Pass or Disqualification</i></p>

<p>Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Application. Failure to indicate in the Application that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	
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RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		
<p>3.3.7. Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>The Proponent must provide all requested information to pass.</p>
<p>3.3.8. Financial Viability</p> <p>The Proponent should provide any financial information necessary to adequately establish the Proponent's financial capability for the activities contemplated by the Scope of Work and otherwise set out in this RFQ. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>Relevance of demonstrated financial capability to undertake the Project including:</p> <ul style="list-style-type: none"> (a) Ability to provide insurance and bonding; (b) Degree to which financial statements provide evidence of strong financial standing; (c) Evidence of financial capability to have previously undertaken similar projects.
<p>3.3.9. Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFQ. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>Proponent will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timelines, or cost-effectiveness of the Proponent's delivery of the Scope of Work.</p>

<p>3.3.10. Proponent Team-Project Partnering Capability and approach</p> <p>Organizational strength and demonstrated ability to assemble a multi-disciplinary Proponent to undertake and develop the entire project and effectively integrate required expertise for the overall benefit of the Project and the Company, including:</p> <p>Team Description: provide a short description of the Proponent and Key Individuals (for publication of the teams shortlisted for the Second Stage Process).</p> <p>Team Organization:</p> <p>A. Provide organization chart(s), at the corporate level, showing the business relationships (e.g., corporation, joint-venture, partnership, etc.) between Proponent members and any anticipated changes contemplated over the project lifecycle.</p> <p>B. Provide a project organization chart, at the Key Individual level, showing the reporting relationships between, and Company of, the Key Individuals (a minimum of the project manager, construction manager, design manager for the design-builder, architect lead designer and contract manager, identified development approvals and permits representative (may be one of the above) and other individuals (e.g. Structural engineer, Electrical engineer, Civil engineer, Development Planner) that will report to them to indicate the proposed approach/management structure for the Project. Note: Names are only required for Key Individuals at this time.</p>	<p>15</p>	<p>As per the Evaluation Methodology at Section 3.4</p>
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<p>3.3.11. Design and Construction Capability</p> <p>- Relevant Experience</p> <p>Strength and demonstrated ability to undertake the design and construction of the Project, in particular in the successful integrated design and development of similar spaces facing similar challenges, including:</p> <p>1. Experience/Nominated Projects Describe the experience and capability of the Proponent with the following, based on three to five Nominated Projects that are demonstrated to be relevant to the Project (submit Nominated Projects using Schedule 10):</p> <ul style="list-style-type: none"> • Developing and managing projects that are similar in scope and size to the Project • Managing multi-disciplinary teams including design and construction integration • Managing sub-contractors in the delivery of complex design build contracts; and • Providing value-added innovative solutions to design and construction including, but not limited to, design principles, permitting requirements, due diligence during the Second Stage Process, restaurant space design, technology integration, and integration with surrounding work. • The Proponent's performance in meeting its obligations. <p>2. Feature Projects From the list of Nominated Projects provided, identify a reference project and indicate through any combination of sketches, photographs and text, the features that are most relevant to the Outdoor Observation Level 2 Renovation Project that demonstrate aspects of the Proponent's credentials with respect to a high profile landmark structure with a significant public access including, but not limited to: structure design and provision, structure integration, electronic technology integration and provision, operating and maintenance. The reference project should</p>	<p>30</p>	<p>As per the Evaluation Methodology at Section 3.4</p>
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<p>also demonstrate aspects of the Proponent’s credentials with respect to work done in fast-tracked projects, work done in occupied indoor public space and work done maintaining existing operations of surrounding facilities.</p>		
<p>3.3.12. Development Approvals and Permits</p> <p>Experience and demonstrated ability to undertake the permitting and development approval requirements of the Project. A past successful working relationship with the City of Toronto, together with an understanding of the issues related to this location are important.</p> <p>In addition, from the list of Nominated Projects provided, identify a reference project, and indicate through any combination of sketches, photographs and text, the features that are most relevant to the Outdoor Observation Level 2 Renovation Project that demonstrate aspects of the Proponent’s credentials with respect to development approvals and permits.</p>	<p>20</p>	<p>As per the Evaluation Methodology at Section 3.4</p>
<p>3.3.13. Personnel (Key Individuals) – Relevant Experience and Availability</p> <p>1. Key Individuals’ Experience</p> <p>On no more than two pages each, provide comprehensive résumés for lead construction and lead design Key Individuals (a minimum of the project manager, construction manager, design manager for the design-builder, architect lead designer and contract manager, identified development approvals and permits lead (may be one of the above), and technology specialist,) including, at a minimum, name, Professional qualification/designation; Role, duties and responsibility for the Project.</p>	<p>35</p>	<p>As per the Evaluation Methodology at Section 3.4</p>

2. Project Management

Describe the project management experience and capability of the Construction Lead with the following, based on two Nominated Projects that are demonstrated to be relevant to the Project (submit Nominated Projects using Schedule 10.). Managing, complex projects, particularly design-build or public private partnership projects; Schedule management; Working with contractors and sub-contractors; and Coordinating the work of the various specialists, including obtaining development permits, to achieve integration between designers and sub-contractors, in accordance with the Project schedule.

3. Construction Experience

Describe the Construction Lead's experience and capability focusing on the following, based on two Nominated Projects that are demonstrated to be relevant to the Project (submit Nominated Projects using Schedule 10):

- Construction experience in , multi-disciplinary, , complex projects with significant public interface and multiple stakeholder issues, design-build or public private partnership projects;
- Construction and logistics management including, but not limited to, work in occupied indoor public space and work maintaining existing operations of surrounding facilities; and
- Quality assurance and health and safety programs.

4. Design Experience

Describe the design lead's experience and capability focusing on the following, based on two Nominated Projects that are demonstrated to be relevant to the Project (submit Nominated Projects using Schedule 10.):

- Design experience in multi-disciplinary, , complex projects, particularly design-build or public private partnership projects;

<ul style="list-style-type: none"> • Developing designs in consultation with the City of Toronto permits staff; • Integrating design with construction; • Familiarity with Canadian codes and standards, or equivalent; and • Introducing “best practices” concepts into design to deal with issues such as technology provision, integration of process improvement concepts (such as workflow re-design, process efficiency tools, etc.) into facility design, with specific reference to public space environments. <p>5. Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>		
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3.4. Evaluation Methodology

The Evaluation Team will score each Proposal according to the rated elements listed under Section 3.3 (Rated Elements).

Unless otherwise provided in this RFP, each rated element will be generally evaluated in accordance with the following methodology. Where a given criterion is not scored out of 10 points, the Proponent will receive a score for that criterion that is based on its score out of 10 according to this Section, but pro-rated based on the maximum score attributable to that criterion.

Score	Description
10	All the following are true: <ul style="list-style-type: none"> • information addresses all material points, AND • information has no shortcomings / deficiencies, and is credible, AND • information is fully consistent with the rest of the Proposal
8-9	As with 10, except information contains shortcomings / deficiencies that slightly weaken the credibility / persuasiveness / value of the Proposal.
7	As with 10, except one of the following is true: <ul style="list-style-type: none"> • information addresses most (but not all) material points, OR • information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, OR

	<ul style="list-style-type: none"> information is inconsistent with other (non-material) aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
5-6	<p>As with 10, except two or more of the following are true:</p> <ul style="list-style-type: none"> information addresses most (but not all) material points, AND/OR information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
3-4	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> information fails to address most material points, AND/OR information contains shortcomings / deficiencies that significantly weaken the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
1-2	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> information fails to address any material points, AND/OR information contains shortcomings / deficiencies that entirely undermine the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
0	No relevant information

3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Qualified Proponents in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

3.6. Tie Break Process

Where two or more Applications achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.7. Notification of Qualified Proponents

After the references have been successfully verified, the Company will notify the Qualified Proponents that they will be eligible to participate in any Second Stage Process, and will notify the other Proponents that they were not Qualified Proponents.

Schedule 1 Scope of Work

Purpose of the Project

The objective of the Project is to create a contemporary and impactful indoor/outdoor observation level that aligns with the quality of the refreshed Main Observation Level, which was renovated in 2017/18 at a cost of \$15.8 M. The Project would include the entire Outdoor Observation Level and stairwells leading up to the Main Observation Level. (Appendix A)

Since opening in 1976, the Outdoor Observation Level has had one major upgrade, when the glass floor was added in 1994. Other than this, the floor has only had minor restoration, with items such as carpets, ceiling tile, graphical displays and painting.

The Outdoor Observation Level is 987 square meters (10,600 square feet), and comprises both indoor and outdoor viewing areas, a glass floor, stairwells, washrooms, and the SkyPod elevator lobby.

The Project envisions seamless continuation of recently renovated Main Observation Level 3 design aesthetics down to Outdoor Observation Level 2 and will include but not limited to:

- Design and install a new maintenance gantry to replace current window washing cage. To enable full access to level 4 (360 Restaurant), Level 3 (main observation level) and renovated level 2 (outdoor observation level) of the CN Tower. This gantry must meet and exceed all current safety requirements
- replacing sections of the outdoor terrace's metallic mesh with structural glass;
- enhancing the indoor viewing area with new angled glazing;
- replacing and updating the current glass floor;
- modernizing stairwells;
- integrating interactive video walls;
- total refurbishment of the existing washrooms; and the addition of a new fully accessible washroom
- undertaking a total refurbishment of the washrooms; and the addition of a new fully accessible washroom.
- upgrading HVAC, plumbing and electrical systems.
- cladding of exterior concrete columns with weather proof material , subject to Company's approval
- All exterior facing surfaces such as floors, mesh, glazing, columns etc, must Incorporate deicing / heat tracing.
- Queuing solution for 1.5 million guests descending to ground level.

The Company retained Cumulus Architects Inc. to create concept renderings for renovating the Level 2 Observation Level. That assignment has now been terminated and all of the material produced by Cumulus will be made available to the three short-listed Proponents at the Second Stage Process. Cumulus will be permitted to be a member of one Proponent team which may or may not be short-

listed. The Company views the Cumulus concepts as one potential, but not the only acceptable solution and is open to consider other visions for the Project.

This renovation will not affect the iconic profile/silhouette of the CN Tower. The most notable difference from the ground will be adjustments necessary to the exterior colour changing LED lighting on the ceiling of the current Outdoor Observation level.

The Project will dramatically improve accessibility and inclusivity of the CN Tower experience by ensuring the floor design not only meets but exceeds all legislated accessibility standards and requirements. For instance, design must feature the installation of a new fully accessible and gender-neutral washroom.

Since the Main Observation Level 3 renovation, the Outdoor Observation Level 2 (Appendix A) appears by comparison, dated and misaligned with the rest of the Tower experience (Appendix A). The Outdoor Observation Level 2 renovation proposes to: maximize year-round indoor viewing capacity; extend the indoor observation to the perimeter's edge ; update interior finishes throughout the level; provide a new and uninterrupted glass floor; introduce state-of-the-art interactive video walls that will create enhanced educational, promotional and branding opportunities; and provide thrill-seekers with outdoor zones, where they can lean out and view Toronto. The renovation will deliver unparalleled views and align with the CN Tower's guiding principles: Innovation, Value and Legacy.

General Scope of Design-Builder's Responsibility

Design-Build Agreement

The successful Proponent will be required to enter into a Design Build Agreement with the Company.

General Scope of Responsibility

The Company anticipates that the general scope of the Design-Builder's responsibility under the Design-Build Agreement will include, but not be limited to the following:

1. Design

The Design-Builder will be responsible for all aspects of the design for the Project including the integration of the Project into the CN Tower.

The final design will comply with the Statement of Requirements that will be provided to Proponents in the Design-Build Agreement, and all applicable laws, including, but limited to the City of Toronto bylaws.

2. Development Approvals and Permits

The Design-Builder will be responsible for:

- a. Obtaining all required permits in a timely manner;
- b. Through the Design-Builder's expertise and support, assisting in obtaining development and other approvals as necessary for construction of the Project, as required by the Company.

3. Construction

The Design-Builder will be responsible for:

- a. Completion of construction and commissioning of the Project by May 2022; and
- b. Basic warranty of the Project, with possible option for extended warranty, particularly in respect to any equipment including audio visual / electronic screens or any such items which may require extended warranty.

4. Finance

It is anticipated that the Company will make progress/milestone payments during construction, the amount, timing and terms and conditions of which will be set out in the RFQ. It is also anticipated that there will be an affordability ceiling in the RFP stipulating a maximum value of the milestone payments over the construction period and that it will be mandatory to comply with this requirement.

5. Communication and Consultation

The Company will provide day-to-day oversight and administration of the Design-Build Agreement including audit of management processes and liaison with other parties. The Company and the Design-Builder will work together on all aspects of public communication and consultation.

Schedule 2
Application Checklist Schedule

This checklist is provided for convenient reference, and is intended to set out the key elements that must be included as part of an Application. Proponents must carefully review the RFQ to ensure that it has met all RFQ requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Application.

Yes / No?	Checklist
	Does your Application comply with the format requirements at Section 3.2.1 (General)?
	Does your Application include completed versions of the forms set out at Section 3.3 (<i>Application Contents – Mandatory Requirements and Rated Information</i>)?
	Does your Application comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Application?

Schedule 3
Mandatory Requirements Checklist Schedule

The Proponent should indicate the page number in its Application where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Application shall be disqualified.

	Mandatory Requirements	Page #
M1	3.3.1 Mandatory Requirements Checklist (i.e., this checklist)	
M2	3.3.2 Declaration and Certification	
M3	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.3.4 References	
M5	3.3.5 Proponent Consortium Information	
M6	Error! Reference source not found. Certificate of Compliance	

**Schedule 4
Unfair Advantage and Conflict of Interest Statement Schedule**

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFQ. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Application and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Application.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Company may require additional information concerning an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (and may disqualify a Proponent who fails to provide satisfactory information in response to the Company's request). If, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Application.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 5
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Canadian head office location and registered office	
Corporate head office location (if different than above)	
Brief overview of the company background	
Organizational chart, if applicable	
Worldwide sales revenue	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Financial Viability (3.3.8)	Annual Report Banking Information
Legal Actions (3.3.9)	

**Schedule 6
Declaration and Certification Schedule**

RE: Application dated [Insert], in response to RFQ No. CNT-2020Q06

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Application, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFQ Application Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Application based upon the Addenda. The Proponent hereby confirms

that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

3. Disclosure of Information

The Proponent hereby agrees that any information provided in this Application, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Application to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Application.

All capitalized terms herein shall have the meaning ascribed to them in the RFQ.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 7
References Schedule**

Proponent Name:

The Proponent must identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 3 years.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 8
Receipt Confirmation Schedule**

To: **[Insert name of Company]**
Email:
Re: RFQ No. CNT-2020Q06

Proponents are requested to acknowledge receipt of the above-referenced RFQ and their intent to submit an Application by sending this receipt confirmation by email to the attention of the RFQ Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFQ, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFQ.

(Please check your answer)

I / We DO DO NOT Intend to submit an Application to this RFQ.

Representative's contact information:

Name	Representative's Signature
Address	Name – Please Print
City, Province, Postal Code	Title
Phone	Date
Email	

Schedule 9 Certificate of Compliance

On behalf of _____ **[insert name of Business Entity]** ("Business Entity"), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the "Acts"), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners² of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited ("**CLC**") is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise CLC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity's relationship with CLC and possible disqualification from future business opportunities with CLC.

 Name:
 Title:
 Date:

I have authority to bind the Company.

² "Owner" means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation's shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 10
NOMINATED PROJECT DETAILS**

Nominated Project Details (*Maximum 3 pages in length per project*)

Proponent _____

Proponent Member(s) _____

Project number _____ (sequentially numbered 1 to 10)

Nominated Project Details	
Name of project	Details including official project name and contract number.
Location of project	Country, province/state, highway/road/ Project, site or project extents.
Client organization	Organization name.
Reference contact details	Key client contacts (individuals), name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the Company or the Company's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.
Contract period	Contract commencement date, end of construction date and contract end date.
Time period of involvement	Commencement date and duration.
Description of project	Capital value, scope and complexity including detail on the use of wood in the project.
Current status of project	Describe the current status of project relative to key milestone events.
Contract Model	Contract structure i.e. public private partnership, design-build, etc.
Role(s) on project	Role, duties and responsibilities.
Other information	Any information the Proponent considers relevant to the Evaluation Criteria.

**Schedule 11
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made in favour of CANADA LANDS COMPANY CLC LIMITED (the “**Discloser**”) by [Insert Full Legal Name of Proponent] (the “**Recipient**”).

WHEREAS the Discloser has issued Request for Qualifications # CNT-2020Q06 (“**RFQ**”) and may issue a subsequent Request for Proposals (“**RFP**”), in each case regarding renovations to Level 2 of the CN Tower (the “**Procurement**”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain of the Discloser’s information of a confidential nature during the Procurement;

NOW THEREFORE in consideration of being allowed to participate in the RFQ and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) “**Confidential Information**” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; or (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder;
 - (b) “**Purpose**” means the submission by the Recipient of a response to the RFQ and, if qualified pursuant to the RFQ, the submission by the Recipient of a proposal in response to the RFP, and such other aspects of the Recipient’s participation in the Procurement; and
 - (c) “**Representatives**” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.
2. The Discloser will at its discretion provide Confidential Information to the Recipient for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The

Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative's agreement to receive, use and safeguard the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (ii) be responsible for any and all breaches of the terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the unauthorized disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any actual or reasonably suspected incident of loss, theft or unauthorized use or disclosure by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser (or its licensors) and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.

9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.
10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision of this Agreement and that the Discloser will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity, and without having to prove damages. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
11. If the Recipient is invited to participate in any RFP for the services sought in the RFQ, the terms of this Agreement shall apply, with all necessary changes, to any additional Confidential Information acquired during the RFP.
12. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
13. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Discloser in connection with this agreement may be subject to the provisions of these acts.
14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Ontario for all matters relating to this Agreement.
15. This Agreement shall enure to the benefit of the Discloser and its successors and assigns, and shall be binding upon the Recipient and its successors and assigns.
16. This Agreement may be executed either in original, electronic pdf or telecopied form.

IN WITNESS WHEREOF the Disclosure and the Recipient has executed this Agreement as of the ____ day of _____, 2020.

[Insert Full Legal Name of Proponent]●

Per:

Name:

Title:

Per:

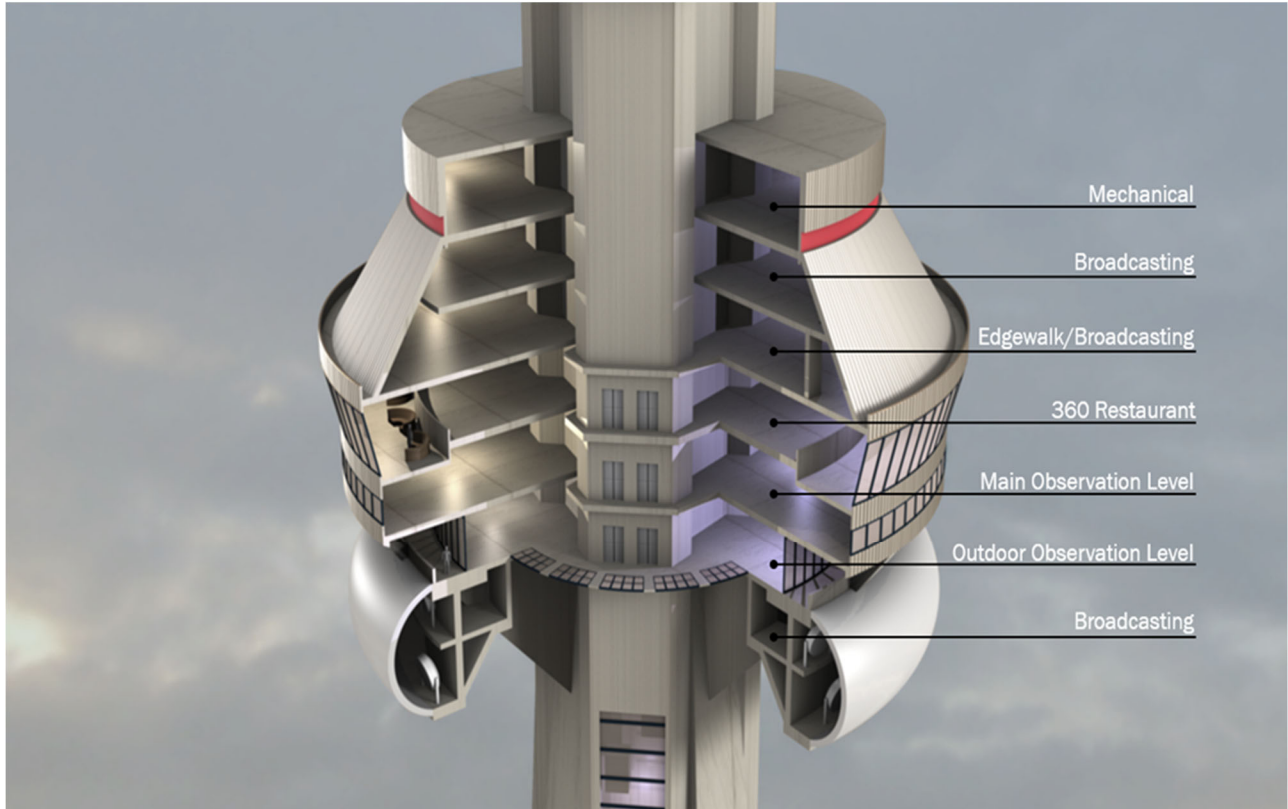
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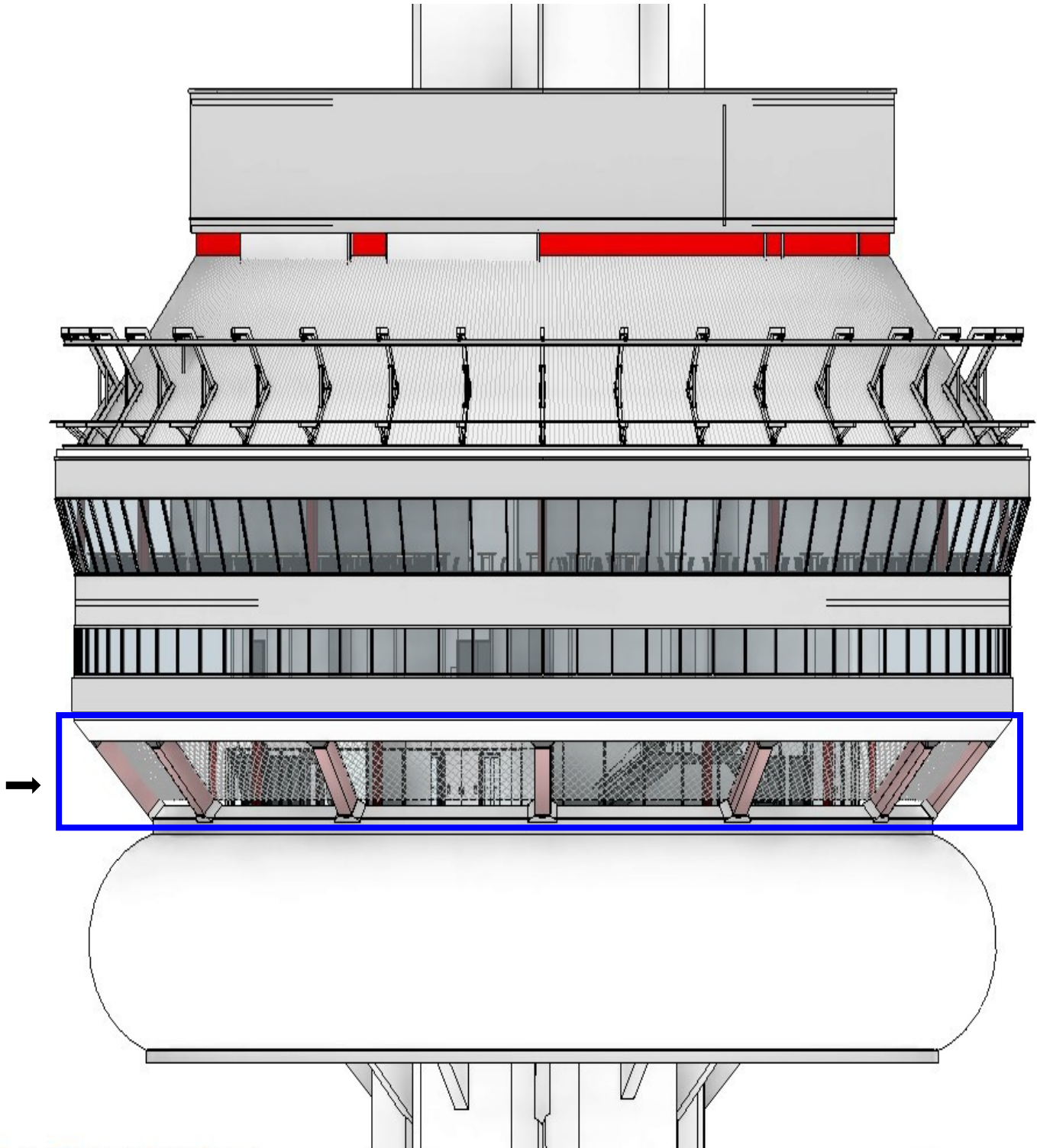
I/We have authority to bind the Corporation.

APPENDIX "A"

CN Tower Main Pod



Outdoor Observation Level 2



Renovated Main Observation Level 3



View from the Elevator



Floor to Ceiling Windows



New Glass Floor

Current Outdoor Observation Level 2



View from the Elevator



Existing Glass Floor



Outdoor terrace with steel mesh

Outdoor Observation Level 2

Showing in Red the current outdoor terrace

