



## **REQUEST FOR PROPOSALS**

### **FOR**

**PROFESSIONAL SERVICES**

**IN DESIGN-BUILD PROJECT MANAGEMENT**

**RFP N°: DDPINT-DG-22-1524**

**Issue Date: March 31<sup>st</sup>, 2022**

**RFP Submission Deadline: May 6<sup>th</sup>, 2022, 5 p.m. eastern time (Quebec)**

## Table of Contents

|  |          |
|--|----------|
| <b>1. INTRODUCTION .....</b>   | <b>1</b> |
| 1.1. Company Description.....  | 1        |
| 1.2. Scope of Work .....   | 1        |
| 1.3. Form of Agreement .....   | 1        |
| 1.4. RFP Tentative Timetable.....  | 1        |
| 1.5. RFP Coordinator .....   | 2        |
| 1.6. Potential Proponents' Information Session (Briefing) and site visit ..... | 2        |
| <b>2. RFP TERMS AND PROCEDURES.....</b>  | <b>3</b> |
| 2.1. Definitions .....   | 3        |
| 2.2. Definitions of Schedules.....   | 4        |
| 2.3. Rules of Interpretation.....  | 5        |
| 2.4. RFP Information .....   | 5        |
| 2.5. Clarification and Questions .....   | 5        |
| 2.6. Receipt Confirmation .....  | 6        |
| 2.7. Proposal Submission .....   | 6        |
| 2.8. Withdrawal of Proposal.....   | 7        |
| 2.9. Amendment of Proposal.....  | 7        |
| 2.10. Completeness of Proposal.....  | 7        |
| 2.11. Proponent's Proposals.....   | 7        |
| 2.12. Proposal Irrevocability.....   | 8        |
| 2.13. Acceptance of RFP .....  | 8        |
| 2.14. Amendments to the RFP.....   | 8        |
| 2.15. Clarification of Proponent's Proposal .....                              | 8        |
| 2.16. Verification of Information.....   | 8        |
| 2.17. Proposal Acceptance .....  | 9        |
| 2.18. Substantial Compliance.....  | 9        |
| 2.19. No Publicity or Promotion .....  | 9        |
| 2.20. Debriefing.....  | 9        |
| 2.21. Confidentiality.....   | 10       |
| 2.22. Personal Information .....   | 11       |
| 2.23. Access to Information Act.....   | 11       |
| 2.24. Reserved Rights (General).....   | 11       |
| 2.25. Reserved Rights (as to Preferred Proponent) .....                        | 12       |
| 2.26. Proponent's Costs.....   | 13       |
| 2.27. No Liability .....   | 13       |
| 2.28. Assignment.....  | 13       |
| 2.29. Priority of Documents .....  | 14       |
| 2.30. Governing Law.....   | 14       |

|  |           |
|--|-----------|
| <b>3. PROPOSAL EVALUATION, FORMAT AND CONTENTS .....</b>                           | <b>14</b> |
| 3.1. General .....   | 14        |
| 3.2. Proposal Format.....  | 15        |
| 3.3. Proposal Contents – Mandatory Requirements and Rated Information.....         | 16        |
| 3.4. Reference Verification .....  | 23        |
| 3.5. Tie Break Process .....   | 23        |
| 3.6. Preferred Proponent .....   | 23        |
| <b>SCHEDULE 1 SCOPE OF WORK.....</b>   | <b>24</b> |
| <b>SCHEDULE 2 RECEIPT CONFIRMATION SCHEDULE .....</b>                              | <b>33</b> |
| <b>SCHEDULE 3 PROPOSAL CHECKLIST SCHEDULE.....</b>                                 | <b>34</b> |
| <b>SCHEDULE 4 DECLARATION AND CERTIFICATION SCHEDULE .....</b>                     | <b>35</b> |
| <b>SCHEDULE 5 UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT SCHEDULE... </b> | <b>37</b> |
| <b>SCHEDULE 6 REFERENCES SCHEDULE.....</b>   | <b>38</b> |
| <b>SCHEDULE 7 CERTIFICATE OF COMPLIANCE.....</b>                                   | <b>42</b> |
| <b>SCHEDULE 8 MINIMUM REQUIREMENTS.....</b>  | <b>43</b> |
| <b>SCHEDULE 9 CORPORATE OVERVIEW SCHEDULE .....</b>                                | <b>44</b> |
| <b>SCHEDULE 10 PRICING SCHEDULE.....</b>   | <b>45</b> |
| <b>SCHEDULE 11 FORM OF AGREEMENT SCHEDULE .....</b>                                | <b>46</b> |

REQUEST FOR PROPOSALS  
RFP NO: DDPINT-DG-22-1524

## 1. Introduction

### 1.1. Company Description

Old Port of Montreal Corporation Inc. (the “**Company**”) is an agent Crown corporation that owns and operates the Old Port of Montreal and the Montreal Science Centre.

The Company’s mandate consists of developing and promoting the development of the Old Port of Montréal's territory, and of administering, managing, and maintaining the property as an urban recreational, tourism and cultural site.

### 1.2. Scope of Work

This Request for Proposals (the “**RFP**”) is issued for the purpose of obtaining Proposals to retain the professional services of a firm specializing in project management for a significant design-build project to revitalize the Old Port of Montréal, and to support the Company in other construction and redevelopment projects (the “**Scope of Work**”).

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

### 1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

The Agreement is expected to be signed on or around June 17<sup>th</sup>, 2022.

The expected term of the Agreement is approximately four (4) years, and until the Services are properly performed and completed.

### 1.4. RFP Tentative Timetable

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

| Event   | Date  |
|---|---|
| RFP Issue Date  | March 31 <sup>st</sup> , 2022                                   |
| Potential Proponents’ Information Session                             | April 11 <sup>th</sup> , 2022, 10 a.m.<br>Eastern Time (Quebec) |
| Questions to be Submitted in Writing (see Section 2.5.1 (Submission)) | April 20 <sup>th</sup> , 2022, 5 p.m.<br>Eastern Time (Quebec)  |

|   |  |
|---|--|
| Addenda Deadline (see Section 2.5.3 (Issued Addenda)) | <b>April 27<sup>th</sup>, 2022</b>   |
| Submission Deadline for Proposals                     | <b>May 6<sup>th</sup>, 2022, 5 p.m.<br/>Eastern Time (Quebec)</b>                                  |
| Oral Presentation for qualified Proponents            | <b>From May 25<sup>th</sup> to May 26<sup>th</sup>, 2022<br/>(dates and times to be confirmed)</b> |
| Anticipated Agreement Start Date                      | <b>June 20<sup>th</sup>, 2022</b>  |

The Company may change any of the above dates and times, including the RFP Submission 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 the following websites: <https://buyandsell.gc.ca/> and <https://www.merx.com/>.

## 1.5. RFP Coordinator

### 1.5.1. Restricted Communications

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

Name: Soleida Joly  
 Title: Procurement Analyst  
 Address: 333, de la Commune St. W. Montreal (QC)  
 H2Y 2E2, Canada  
 Phone #: 438-355-8346  
 E-mail address: [sjoly@vieuxportdemontreal.com](mailto:sjoly@vieuxportdemontreal.com)

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

### 1.5.2. Authorized Amendments, Waivers, Information or Instructions

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

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP 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 RFP Coordinator.

## 1.6. Potential Proponents’ Information Session (briefing) and site visit

Potential Proponents are invited to visit the Site on their own time if they desire. An information session (briefing) for potential Proponents will be held on April 11<sup>th</sup>, 2022, at 10:00 a.m. Eastern Time

(Quebec) via Microsoft Teams or any other means of teleconference chosen by the Company and communicated to the Proponents who had confirmed their interests to participate to the information session by email to the RFP Coordinator before April 8<sup>th</sup>, 2022, at 12:00 p.m. (noon) Eastern Time (Quebec).

Proponents should reserve approximately two (2) hours for the information session (briefing). The purpose of the information session (briefing) is to allow potential Proponents to:

- fully understand the request for proposals process; and
- fully understand the nature of the project and associated expectations.

The site visit and the information session (briefing) for potential Proponents are not mandatory but are strongly recommended.

## 2. RFP Terms and Procedures

### 2.1. Definitions

In this RFP, 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).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any *Civil Code of Quebec* 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.

“**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 Quebec, 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 Agreement, 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 Agreement.

“**Days**” means calendar days.

“**Eligible Proposal**” means a Proposal 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 Proposals.

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

“**Preferred Proponent**” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

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

“**Proposal**” or “**Proposals**” means all of the documentation and information submitted by a Proponent in response to the RFP.

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

“**RFP Submission Deadline**” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“**RFP Coordinator**” means the individual identified in Section 1.5 (RFP Coordinator).

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

“**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 Proposal 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 RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

## 2.2. Definitions of Schedules

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

|                                 |            |
|---------------------------------|------------|
| “Scope of Work”                 | Schedule 1 |
| “Receipt Confirmation Schedule” | Schedule 2 |
| “Proposal Checklist Schedule”   | Schedule 3 |

|  |             |
|--|-------------|
| “Declaration and Certification Schedule”                       | Schedule 4  |
| “Unfair Advantage and Conflict of Interest Statement Schedule” | Schedule 5  |
| “References Schedule”  | Schedule 6  |
| “Certificate of Compliance Schedule”                           | Schedule 7  |
| “Minimum Requirements”   | Schedule 8  |
| “Corporate Overview Schedule”                                  | Schedule 9  |
| “Pricing Schedule”   | Schedule 10 |
| “Form of Agreement Schedule”                                   | Schedule 11 |

## 2.3. Rules of Interpretation

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

In construing the RFP, 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 all genders.

## 2.4. RFP Information

### 2.4.1. Proponent to Review

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

### 2.4.2. 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 RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

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

## 2.5. Clarification and Questions

### 2.5.1. Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP 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 RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted at least 16 days prior to the RFP Submission Deadline.

### **2.5.2. Questions and Answers**

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on <https://buyandsell.gc.ca/> and <https://www.merx.com/>. 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 RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

### **2.5.3. Issued Addenda**

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on <https://buyandsell.gc.ca/> and also <https://www.merx.com/> at least 9 days before the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

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

## **2.6. Receipt Confirmation**

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## **2.7. Proposal Submission**

### **2.7.1. General**

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: [sjoly@vieuxportdemontreal.com](mailto:sjoly@vieuxportdemontreal.com), and the subject of the email should be the Proponent's name, and

RFP #: **DDPINT-DG-22-1524**. The Proposal should be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. Each Proponent is responsible for the actual delivery of its Proposal to the email address listed above.

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

### **2.7.2. Receipt**

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

## **2.8. Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

## **2.9. Amendment of Proposal**

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

## **2.10. Completeness of Proposal**

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

## **2.11. Proponent's Proposals**

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

## 2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for one hundred and twenty (120) Days from the RFP Submission Deadline.

Proposals will not be opened publicly.

## 2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

## 2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## 2.15. Clarification of Proponent's Proposal

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

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal 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 Proposal, in the Company's sole discretion.

## 2.16. 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 Proposal 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 Proposal, if such statement, claim or Proposal 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 Proposal 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.

## 2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3.3 – Proposal Evaluation, Format and Contents, will form a part of the evaluation process.

## 2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

## 2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred 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 RFP, 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 Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

## 2.20. Debriefing

Not later than 15 Days following the date of posting of a contract award notification in respect of the RFP, 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.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

## 2.21. Confidentiality

### 2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal (“**Company Confidential Information**”) constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

### 2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents’ Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) 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.

### 2.21.3. Copies of Materials

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

## 2.22. Personal Information

The Proponent should not submit as part of its Proposal 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 RFP 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 RFP 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 RFP 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.

## 2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP 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 Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

## 2.24. 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 Proposal, 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 Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);

- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal 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 Proposal is determined to be non-compliant with the requirements of the RFP;
- 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 RFP (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 RFP or the Agreement, 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 RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP 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 RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals 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 a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

## 2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for executing the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);

- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

## 2.26. Proponent's Costs

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

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP 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 RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

## 2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Quebec and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Quebec court.
- b. It irrevocably waives any right to and shall not oppose any Quebec action or proceeding relating to this RFP 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 a Quebec court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, 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 the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

## 2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.



## 2.29. Priority of Documents

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

## 2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Quebec and the federal laws of Canada applicable therein.

# 3. Proposal Evaluation, Format and Contents

## 3.1. General

The evaluation of the Proposals 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      | Minimum Score  |
|-------|---|-------------|----------------|
| I     | Mandatory Requirements  | (Pass/Fail) | Pass           |
| II    | Rated information <sup>1</sup> :<br>PART A - Minimum Scope of Work requirements | (Pass/Fail) | Pass           |
| III   | Rated information <sup>2</sup> :<br>PART B - Optimal Scope of Work Capabilities | 60          | 39             |
| IV    | Rated information <sup>3</sup> :<br>PART C - Oral Presentation                  | 20          | Not applicable |
| V     | Rated information:<br>PART D - Pricing  | 20          | Not applicable |
| VI    | Reference Verification  | (Pass/Fail) | Pass           |
|       | <b>Total</b>  | <b>100</b>  |                |

Proposals that meet or exceed the minimum score for any rated criterion or stage will be eligible to proceed to the next stage in the evaluation process (an Eligible Proposal). And to be more precise:

- Only Proposals that meet all of the Minimum Requirements in Stage II will be considered by the evaluation team for the subsequent stages.
- Only Proposals that score a minimum of 39 out of 60 points in Stage III will be considered by the evaluation team for the subsequent stages.

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<sup>1</sup> Excluding price

<sup>2</sup> Excluding price

<sup>3</sup> Excluding price

- Up to four (4) Proponents with the highest scoring Proposals at the end of Stage III will be invited to participate in Stage IV. However, in the event of a tie in the results of the Proponents' Proposals at the end of Stage III, the Company reserves the right to invite up to five (5) Proponents to participate in Stage IV.
- Only the Proponents that have participated in Stage IV (Oral Presentation) will have their price Proposal evaluated by the RFP Coordinator in Stage V (Pricing).

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

## 3.2. Proposal Format

### 3.2.1. General

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

- a. One (1) attachment named "Name of the Proponent – Proposal" to the email containing one (1) electronic copy in PDF format, excluding the Pricing Schedule; and
- b. One (1) attachment named "Name of the Proponent – Pricing Schedule" to the same email containing one (1) electronic copy in PDF format of the Pricing Schedule.

### 3.2.2. Technical Issues

In preparing its Proposal, 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 20 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 RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.5 and following sections; and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

### 3.3. Proposal Contents – Mandatory Requirements and Rated Information

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

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

Proposals 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 their Proposals under corresponding headings, or in a Schedule, if directed.

| MANDATORY REQUIREMENTS (Stage I)  | Evaluation                             |
|---|--|
| <p><b>3.3.1. Declaration and Certification Schedule</b></p> <p>The Proposal 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><b>3.3.2. Unfair Advantage and Conflict of Interest Statement Schedule</b></p> <p>The Proposal 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><b>3.3.3. References Schedule</b></p> <p>The Proposal 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><b>3.3.4. Certificate of Compliance Schedule</b></p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p>The Proponent does not need to complete a Certificate of Compliance if the 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 Proposal. Failure to indicate in the Proposal 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> | <p><i>Pass or Disqualification</i></p> |

| RATED INFORMATION   | Scoring             | Evaluation   |
|---|---------------------|--|
| <b>Part A - Minimum Scope of Work Requirements (Stage II)</b>   |                     | <b>Available Points: N/A</b><br><b>Minimum requirement: pass</b>   |
| <p><b>3.3.5. Minimum Scope of Work Requirements</b></p> <p>The Proponent must demonstrate that it meets all of the minimum requirements described in the "Minimum Requirements" Schedule in order to qualify for the next stage in the evaluation process, by completing the "Minimum Requirements" Schedule according to the instructions in the Schedule.</p>   | <p>Pass or fail</p> | <p>To receive a "Pass" rating and proceed to Stage III of the evaluation process, the Proponent must demonstrate that it meets <u>all</u> of the minimum requirements described in the "Minimum Requirements" Schedule.</p>  |
| <b>Part B - Optimal Scope of Work Capabilities (Stage III)</b>  |                     | <b>Available points: 60</b><br><b>Minimum requirement: 39</b>  |
| <p><b>3.3.6. Company overview</b></p> <p>The Proponent must complete the "Company Overview" Schedule according to the instructions in the Schedule.</p>   | <p>3</p>            | <p>To obtain the maximum points for this criterion, the Proponent must include with its Proposal the "Company Overview" Schedule duly completed according to the instructions in that Schedule.</p>  |
| <p><b>3.3.7. Presentation of the Proponent</b></p> <p>The Proponent should present the company's history and orientation in project management. This presentation should illustrate the following points:</p> <ul style="list-style-type: none"> <li>• Demonstrate to the Corporation why it should have confidence in the Proponent's ability to ensure the achievement of its objectives;</li> <li>• Present its approach to property and construction project management, particularly with respect to delivering design-build projects;</li> <li>• Explain the main reasons and benefits for which the Corporation should engage with the company.</li> </ul> <p>Maximum of two (2) pages in total.</p> | <p>5</p>            | <p>To obtain the maximum points for this criterion, the Proponent must:</p> <ol style="list-style-type: none"> <li>a) Convince the Company of its ability to guarantee the achievement of its objectives.</li> <li>b) Give the Company confidence in the project management approach presented, particularly for design-build projects.</li> <li>c) Convince the Company of the reasons why it would be advantageous to use the Proponent's expertise in this mandate.</li> </ol> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.7.</p> |

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| <p><b>3.3.8. Understanding of the mandate and scope of work capabilities</b></p> <p>The Proponent should review the Scope of Work and the RFP and its appendices, and then provide a description demonstrating/explaining:</p> <ul style="list-style-type: none"> <li>• Its understanding of the activities concerned;</li> <li>• Its ability to accomplish them and meet the major challenges they present;</li> <li>• The main risks associated with managing this type of project.</li> </ul> <p>Maximum of two (2) pages in total.</p>  | <p>10</p> | <p>To obtain the maximum points for this criterion, the Proponent must clearly and concisely demonstrate its understanding of the Project and project management mandate and identify the key risks or issues that the Project presents.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.8.</p>  |
| <p><b>3.3.9. Proponent's experience in similar projects</b></p> <p>The Proponent must demonstrate relevant experience in services of a similar nature and of a scale comparable to or greater than the Company's requirements as described in the Scope of Work. For this purpose, the Proponent should submit five (5) projects of a similar nature completed within the last five (5) years, illustrating the following criteria:</p> <ul style="list-style-type: none"> <li>• The projects presented are comparable or as close as possible to the one described in the Scope of Work of this RFP;</li> </ul> <p>The projects presented include challenges of managing during execution, and challenges related to work on an operational site.</p> <p>For each project, the Proponent should:</p> <ul style="list-style-type: none"> <li>• Describe the nature of the mandate;</li> <li>• Identify the value of the project under management;</li> <li>• Specify the other services (in addition to management) and expertise provided;</li> <li>• Provide the name and contact information of the client's contact person in the RFP's References Schedule.</li> </ul> | <p>15</p> | <p>To obtain the maximum points for this criterion, the Proponent must:</p> <ol style="list-style-type: none"> <li>Have presented five (5) projects carried out in the last five (5) years (including projects in progress) that are as comparable as possible to that of the Company (surface area involved, completion time spanning several years, budget, etc.);</li> <li>For each project, have described the expertise, approaches and tools used to manage the project as well as the difficulties and particularities encountered and the actions taken to address them;</li> <li>Have provided all the information requested in Part A of the References Schedule relative to the five projects presented;</li> <li>For two (2) of the five (5) projects presented, demonstrate that the project tracking was carried out from the design stage to final completion of the work, including collaboration on a call for tenders for work carried out in design-build mode, and that the client's operations were maintained during the construction period. Also, that the costs and schedule were correctly followed</li> </ol> |

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| <p>Through two (2) of the five (5) projects presented, the Proponent should:</p> <ul style="list-style-type: none"> <li>• Demonstrate its ability to follow the specifics of the Company's Project;</li> <li>• Demonstrate its ability to perform the required tracking, particularly for the costs and schedule.</li> </ul> <p>Maximum of two (2) pages of text/photos <b>per project.</b></p>  |           | <p>through the implementation of adapted methods and tools.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.9.</p>  |
| <p><b>3.3.10. Proponent's experience in "design-build" type projects</b></p> <p>The Proponent should demonstrate that it has been involved in projects where the method of execution was design-build. The Proponent must demonstrate that it understands how to work in this context and that it has the expertise and tools necessary to both achieve a high level of quality and meet the Company's needs. The Proponent should also explain its approach to dealing with the various stakeholders in a design-build project as well as the tools developed and implemented for the success of such a project.</p> <p>Maximum of two (2) pages in total.</p>              | <p>5</p>  | <p>To obtain the maximum points for this criterion, the Proponent must demonstrate that it has:</p> <p>a) Successfully acted as a project manager in at least two (2) projects of similar scale, using the design-build method of execution;</p> <p>(b) Explained its planned approach to successfully manage the relationship with the Company's project stakeholders and outlined the key elements that it believes make such a project successful.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.10.</p> |
| <p><b>3.3.11. Identification and presentation of the Senior Project Manager and his/her successor(s)</b></p> <p><u>A – Presentation of the Senior Project Manager</u></p> <p>The Proponent should identify and present the Senior Project Manager who specializes in project management and would be appointed to that position for the duration of the Project. The Proponent should attach the Senior Project Manager's curriculum vitae. The Proponent should provide information on the specific professional qualifications and experience of the Senior Project Manager who is designated to perform the tasks covered by the Scope of Work: degree(s), year(s) of</p> | <p>15</p> | <p>To obtain the maximum points for this criterion, the Proponent must:</p> <p>a) Demonstrate that the Senior Project Manager and successor(s) have at least ten (10) cumulative years of experience each as a project manager, and describe three (3) projects led by the Project Manager and each successor in which they met the stated objectives on schedule, for services similar in nature and scale to those described in the Scope of Work;</p> <p>b) Demonstrate that the Senior Project Manager and successor(s) have the appropriate training and extensive experience in construction and property</p>             |

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| <p>experience with the Proponent's company, year(s) of experience in general, year(s) of experience as a project manager, projects managed, etc. Before submitting such personal information, refer to section 2.22 (Personal Information).</p> <p>The Proponent should describe three (3) projects led by the Senior Project Manager in which he/she met the stated objectives on schedule for services similar in nature and scale to those described in the Scope of Work. For each of these three projects, the Proponent should provide the name of the company, dates and duration of the contract, entering the information in Part B, section 1, of the References Schedule.</p> <p>Maximum of eight (8) pages <b>in total</b>.</p> <p><u>B - Succession plan for Senior Project Manager</u></p> <p>The Proponent should indicate the strategy it intends to put in place to ensure a successor for the Senior Project Manager in a situation of temporary or permanent absence, in order to continue ensuring consistent management of the Project.</p> <p>Maximum of two (2) pages <b>in total</b>.</p> <p><u>C - Presentation of the successor(s)</u></p> <p>The Proponent should identify the alternate project manager(s) and indicate whether it would be the same alternate for a temporary or permanent absence.</p> <p>For each person identified as a successor, the same information should be provided as for the Senior Project Officer (presentation, curriculum vitae, three key projects). For each of the three projects, the Proponent should provide the name of the company, dates and duration of the contract, entering the information in Part B, section 2, of the References Schedule.</p> <p>Maximum of six (6) pages <b>for each person presented</b>.</p> | <p>development project management, specifically using the design-build method;</p> <p>c) Have provided the name of the company, dates and duration of the contract for each of the projects listed, as well as the other information required in Part B, sections 1 and 2, of the References Schedule;</p> <p>d) Provide a "succession plan" in case the Senior Project Manager is unavailable, explaining how it will be implemented to ensure optimal delivery of the services without creating risk or delays in the Project.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.11.</p> |
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| <p><b>3.3.12. Identification and presentation of the other team members</b></p> <p>The Proponent should identify the key members of the team assigned to perform the services as described in the Scope of Work, presenting this in the form of an organizational chart and specifying the duties and expertise of each person.</p> <p>The Proponent should provide clear information on each member’s qualifications and experience. Before submitting such personal information, the Proponent should refer to section 2.22 (Personal Information).</p> <p>Maximum of three (3) pages <b>per team member</b> + 1 page <b>for the organizational chart</b>.</p> | <p>4</p>  | <p>To obtain the maximum points for this criterion, the Proponent must have:</p> <p>a) Presented the members of the team assigned to the Company on an organizational chart, and have included each member’s roles and responsibilities;</p> <p>b) Demonstrated that each of the members of the team assigned to the Company has the appropriate training and experience specific to the Services to be provided, by submitting a curriculum vitae for each one.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.12.</p> |
| <p><b>3.3.13. Diversity and inclusion</b></p> <p>The Proponent should demonstrate that it promotes diversity and inclusion in its activities and that it pays particular attention to aboriginal communities.</p> <p>Maximum of three (3) pages <b>in total</b>.</p>   | <p>3</p>  | <p>To obtain the maximum points for this criterion, the Proponent must have:</p> <p>a) (1.5 points maximum) Demonstrated that it has diversity and inclusion policies/guidelines in place and that it organizes or participates in initiatives to promote diversity and inclusion in the workplace or community;</p> <p>b) (1.5 points maximum) Demonstrated that it has initiatives in place that promote the inclusion of aboriginal communities.</p> <p>If the Proponent exceeds the maximum number of pages, one point for each page over the maximum will be deducted from its total points for this section 3.3.13.</p>              |
| <p><b>Part C – Oral Presentation (Stage IV)</b></p>  |           | <p><i>Available Points: 20</i></p>   |
| <p><b>3.3.14. Oral presentation*</b></p> <p>The purpose of the oral presentation is to allow the Proponents to address the key elements of their Proposal and obtain clarification, if needed, and to provide the evaluation team members with an opportunity to interact directly with the key representatives of the Proponent's proposed team. The invited Proponent will be</p>  | <p>20</p> | <p>The oral presentation will be evaluated on the following aspects:</p> <p>a) <b>(5 points)</b> Throughout the oral presentation, the Proponent will be evaluated on:</p> <ul style="list-style-type: none"> <li>- The demonstration of its motivation and commitment to the Company;</li> </ul>  |



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| <p>provided with the agenda and time of the meeting prior to the oral presentation. The Proponent will not have the opportunity to modify its written Proposal at the oral presentation stage. The oral presentation will serve to validate and, if necessary, make final changes to the result of the written Proposal evaluation.</p> <p>The oral presentation will be approximately one and a half (1.5) hours in length and the Proponent may participate with up to three (3) people.</p> |  | <p>- Its credibility and the confidence it will have instilled in the Company regarding its expertise and ability to effectively carry out the activities covered by the Scope of Work in a manner that meets or exceeds the Company's needs;</p> <p>b) <b>(10 points)</b> Based on one of the two projects it cited as examples in response to section 3.3.10. "Proponent's experience in 'design-build' type projects," the Proponent must highlight the elements that marked the project's success and their relevance to the Company's Project;</p> <p>c) <b>(5 points)</b> The Company will evaluate the Proponent's answers to pre-determined questions based on its Proposal as well as any clarifications that may be required by the evaluation team.</p> |
|--|--|--|

( \* ) *The Proponents invited to the oral presentation stage must be available and able to participate in the oral presentation via Microsoft Teams or any other teleconferencing means chosen by the Company if the measures put in place by the Canadian government regarding COVID-19 are still in effect. If the restrictions are no longer in place and it is possible to give the oral presentation in person, the Proponents invited to the oral presentation stage must be available to appear in person at the location designated by the Company.*

**Part D - Pricing (Stage V)**

*Available Points: 20*

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| <p><b>3.3.15. Pricing</b></p> <p>Pricing is to be set out in a completed version of the Pricing Schedule.</p> <p>Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p> | <p>20</p> | <p>The Company will award a <b>maximum of 20 points</b> for the section related to hourly rates per profile.</p> <p>For each Proposal, a <u>weighted rate</u> will be calculated by multiplying the hourly rates provided by the Proponent by their respective percentages of importance listed in table 1 (Hourly Rates by Profile) of the Pricing Schedule. Each Proponent will thus be awarded a percentage of the total possible points allocated to the weighted rate by dividing the weighted rate of the lowest bid obtained under this RFP by the Proponent's weighted rate.</p> <p>For example, if the lowest weighted rate submitted by a Proponent is \$120.00, that Proponent will receive 100% of the possible</p> |
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|  |  | <p>points (<math>120/120 = 100\%</math>). A Proponent proposing a weighted rate of \$150.00 will receive 80% of the possible points (<math>120/150 = 80\%</math>), while a Proponent proposing a weighted rate of \$240.00 will receive 50% of the possible points (<math>120/240 = 50\%</math>).</p> <p> <math display="block">\frac{\text{Lowest percentage}}{\text{2nd lowest percentage}} \times \text{Total number of possible points} = \text{Points for the Proposal with the 2nd lowest percentage.}</math> </p> <p> <math display="block">\frac{\text{Lowest percentage}}{\text{3rd lowest percentage}} \times \text{Total number of possible points} = \text{Points for the Proposal with the 3rd lowest percentage.}</math> </p> |
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**3.4. Reference Verification**

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent 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.

**3.5. Tie Break Process**

Where two or more Proposals 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.

**3.6. Preferred Proponent**

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)).

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

## Schedule 1 Scope of Work

### PART 1 - MANDATE

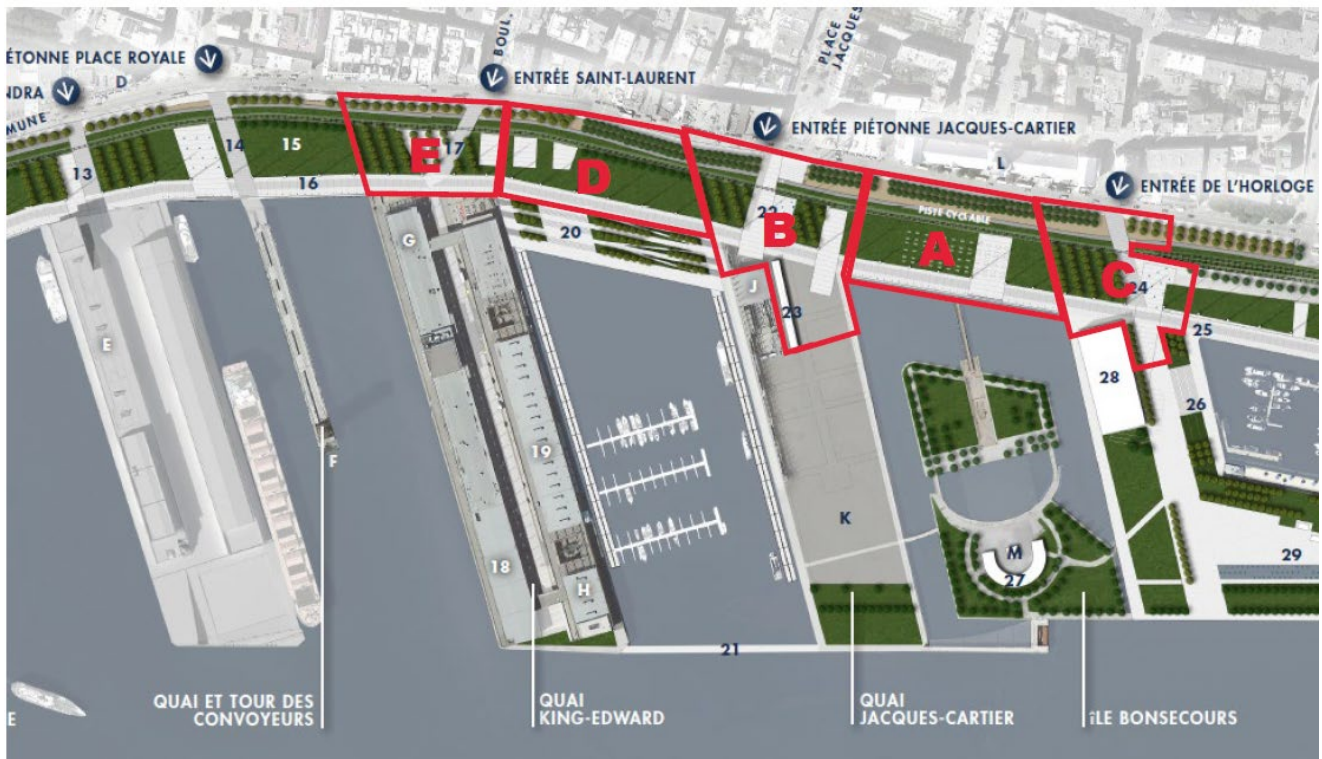
#### 1.1 Purpose of the mandate

The Old Port of Montréal Corporation Inc. (the "**Company**") wishes to retain the professional services of a firm specializing in project management, in connection with the Project relating to the first phase of its Master Plan for the redevelopment of the Old Port (the "**Main Project**"), as well as for other construction and redevelopment projects (the "**Additional Projects**").

#### 1.2 Description of the mandate

The Main Project consists of the design and implementation of Phase 1 of the Old Port of Montréal Master Plan, which will be developed by a landscape architect from the firm NIP Paysage. The engineering services (civil, rail, electrical, accessibility, traffic) will be provided by the firm CIMA+. The environmental services will be provided by the firm Enviroservices. As this is a "design-build" project, CIMA+ and Enviroservices will support the landscape architect in developing the performance plans and specifications for the project.

This Phase 1 includes the development of the main accesses and the esplanades from the King-Edward Entrance to the Clock Tower Quay Entrance. The total area of Phase 1 is 52,634 m<sup>2</sup> divided into five sectors. The sectors concerned are:



#### Sector A (14,260 m<sup>2</sup>)

- Promenade between the Jacques-Cartier Entrance and the Clock Tower Entrance.
- Esplanade between the Jacques-Cartier Entrance and the Clock Tower Entrance.
- New bike path, redevelopment of the railway easement.
- New interface with the Bonsecours Basin.

#### Sector B (10,431 m<sup>2</sup>)

- Pedestrian entrance and public square on Jacques-Cartier Quay.

#### Sector C (8,338 m<sup>2</sup>)

- Entrance to the Clock Tower and public square, new traffic configuration (pedestrians, cyclists, vehicular traffic and parking access).

#### Sector D (11,966 m<sup>2</sup>)

- Promenade between the King-Edward Entrance and the Jacques-Cartier Entrance.
- Esplanade between the King-Edward Entrance and the Jacques-Cartier Entrance.
- Redevelopment of the railway easement.

#### Sector E (7,639 m<sup>2</sup>)

- The King-Edward Entrance and public square.

The Preferred Proponent will be responsible for complete management of the Main Project and will assist the Company in all phases of the project, from design to completion of the construction work. It should be noted that the site where the work will be carried out will remain in operation throughout the project period (businesses, event programming, client visits, etc.).

The Main Project will take place over a period of approximately four years. Here is the provisional timetable:

- June 2022: Signing of the Agreement with the Company.
- Mid-January 2023: Final documents for the procurement processes related to the Design-Build Contractor (the "**Contractor**").
- Mid-February to mid-June 2023: Project design and administration, and procurement steps related to the Contractor selection.
- September 2023: Mobilization of the site.
- October 2023 to March 31, 2026: Construction work.
- June 2026: Project closure.

In addition to the Main Project, the mandate may also include, but is not limited to, additional projects involving expertise (compliance and other analyses), consulting and/or budget projections. These additional projects at the request of the Company will be the subject of a "Statement of Work" that will describe the requirements and particularities.

## **PART 2 - SERVICES RELATED TO THE MAIN PROJECT**

### **2.1 General information**

The Preferred Proponent must:

- Establish a key resource team that includes a Senior Project Manager. The key personnel so identified must be made available to the Company for the full term of the Agreement. A succession plan must be put in place by the Preferred Proponent to mitigate situations of temporary or permanent absence of the Senior Project Manager and to ensure optimal management of the Main Project and not jeopardize the Company's activities. The Senior Project Manager's primary work location must be at the Old Port of Montréal. The Company will identify a workspace on its premises for this purpose. The Preferred Proponent must provide its key personnel with all the tools necessary to carry out the mandate (computer equipment, office equipment, stationery, etc.). The key personnel identified by the Preferred Proponent must be able to rely on the multidisciplinary and complementary expertise of the other members of the Preferred Proponent's staff.
- Represent the Company and act as an intermediary between the contractors, professionals, consultants and any other party designated by the Company.
- Ensure the process of developing the Main Project by addressing and defining the Company's issues, needs and expectations and, consequently, ensure the progress of the Main Project.
- Support the Company in each phase of the Main Project's development throughout its realization, by offering the Proponent's advice and expertise, from the initiation of the Main Project until its delivery.
- Define the construction schedule and coordinate the work of the professionals involved in the Main Project.
- Provide creative professional expertise to find cost-effective, sustainable solutions in realizing the Main Project.
- Track, analyze and recommend the professionals' payment requests, from the design stage to the end of the construction work. For the requested services related to the payment requests, two forms of compensation will be used for the Main Project, namely:
  - Lump-sum remuneration for the architecture, and;
  - Hourly rate payment for the environmental engineer and engineering; the architect also has an hourly rate portion.
- Analyze the relevance of the technical change requests and see to the issuing of the change requests by the professionals and their estimates, obtaining prices from the contractors, controlling the cost of the change requests and conducting the negotiations. After receiving the final recommendation from the professionals, recommend approval of the change order to the Company.
- Validate the schedules and financial projections, evaluate the value of the work and proceed with authorizing the progressive disbursements.

- Prepare the detailed and executive monthly cost monitoring reports for the Main Project, and propose corrective measures to avoid any budgetary drift.
- Follow up on the detected risks, identify and analyze new risks as they arise, and monitor the required mitigation and response strategies to avoid schedule delays. All of these elements must be communicated to the members of the Company's committee responsible for managing the Main Project (the "**Project Committee**") for decisions and guidance.
- Propose measures concerning the elements of the design to be optimized, added or eliminated in order to respect the original budget in keeping with the Company's needs.
- Act as the Company's representative to ensure monitoring of the work and supervision of the site.
- Participate in the commissioning activities, in collaboration with the various stakeholders involved, and track the progress of the activities.
- See to the closure of the Main Project and the construction contracts.

## **2.2 Specific needs**

The Preferred Proponent will be responsible for the smooth operation of the Main Project throughout its various phases. Its responsibilities must be carried out in accordance with the Company's instructions and with good business practices and the applicable law.

### **2.2.1 Planning phase**

During this phase, the Preferred Proponent's responsibilities include, but are not limited to:

- Participating in the Company's Project Committee meetings as required.
- Validating the requirements of the Main Project, including reviewing the latest version of the Master Plan.
- Identifying the concerns of the stakeholders impacted by the Main Project.
- Validating the cost estimates prepared by the professionals.
- Planning all activities related to each stage of the Main Project and establishing the schedule for their completion according to the Company's expectations.
- Establishing the management plan for the Main Project.
- Throughout the design process, ensuring that the appropriate members of the Company's management team are directly involved with the professionals and, consequently, making sure to obtain the Company's comments and incorporate them into the execution plans and specifications.
- Participating in the consultation workshops for the needs and requests of the identified Company departments.

- In conjunction with the other professionals, assessing the compatibility of the construction budget and the Company's approved program and making such comments as it deems appropriate.
- Coordinating all plan and specification development meetings with the Company and the other professionals (this service must be provided from the beginning of the draft phase to the end of the construction document preparation).
- When the Class C estimate is approved by the Company, supervising the professionals in developing the plans and specifications and ensuring that all documents necessary for execution of the Main Project request for proposals (RFP) are obtained, including the drawings, specifications and design criteria manual detailing the scope of work to be performed.

### **2.2.2 Procurement phase**

The Preferred Proponent will be required to support the Company during the various procurement stages related to the competitive processes (request for qualifications (RFQ), RFP, etc.) implemented for the Contractor. In particular, but without being limited thereto, the Preferred Proponent must:

- Assist the Procurement department in planning and organizing the various competitive processes.
- Provide support in drafting/preparing supporting documents for the procurement process (special clauses, cost breakdown in price grids, etc.).
- Provide advice on setting deadlines.
- Provide advice on the amount of the bonds to be requested.
- Plan, organize, coordinate and be present during the Proponents' visit to the work site.
- In coordination with the various professionals and advisors designated by the Company, prepare any written addenda that may be required during the question and answer period of the various processes.
- When necessary, participate in preparing the answers to questions asked by the Proponents.
- When necessary, participate in the process of evaluating the Proposals.
- When necessary, participate in issuing recommendations to the Company.

### **2.2.3 Construction phase (administration and supervision of the construction)**

During this phase, the Preferred Proponent's responsibilities include, but are not limited to:

- Acting as a "Professional" under the Agreement with the Contractor. It must, at all times, have access to the work, whether the work is being prepared or performed.
- At the frequency required by the work, conducting general supervision visits to determine if the work is being performed in accordance with the contract documents. The Preferred Proponent must keep the Company informed of the progress of the work

and, where necessary, of any defects or incomplete work it notes, and the appropriate corrective measures. Following each visit, the Preferred Proponent must submit a visit report to the Company's Project Committee.

The general supervision carried out by the Preferred Proponent is intended to:

- Establish the work's general compliance with the professionals' documents;
  - Review and evaluate representative samples of the work and make recommendations to the Company;
  - Determine the incomplete or defective work and recommend the appropriate measures for completion or correction.
- Coordinating with the Finance department to identify the various assets of the Main Project for each phase of implementation. The goal is to be able to start amortizing the "capitalizable" assets throughout the implementation period of the Main Project.
  - Based on its observations at the worksite and the Contractor's requests for payment, establishing the amounts due to the Contractor. In accordance with the Company's administrative standards, the Preferred Proponent shall issue the corresponding payment certificates upon completion of the work. By issuing a payment certificate, the Preferred Proponent confirms to the Company that the work has progressed to the point indicated and that the Contractor is entitled to the amount stated on the certificate (subject to any applicable contractual or special holdbacks and the Company's rights). The Preferred Proponent is responsible for obtaining the approvals from the professionals and any other stakeholders in the Main Project.
  - Attending all meetings (regular or coordination) scheduled on the job site, and taking and producing the minutes of the meetings for distribution to all parties involved. In addition, the Preferred Proponent must chair said meetings unless otherwise directed by the Company. Some members of the project management team will be present at these meetings.
  - Transmitting the documents submitted to it by the Contractor in a timely manner so as to not delay the work. Examples of such documents include, but are not limited to, shop drawings, product data sheets and samples.
  - Providing prompt analysis of the Contractor's change requests and following up with the Company's professionals. The Preferred Proponent may, after consultation with the Company, make minor changes that do not affect the contract amount or duration of the work and are consistent with the intent of the Main Project documents. The Preferred Proponent may not approve additional work that results in an increase of the cost of the work on behalf of the Company.
  - Determining the date of substantial completion of the work and receiving and forwarding the written guarantees and related documents to the Company and the Company's professionals for review. The Preferred Proponent shall determine the date on which the work is considered fully completed. It shall advise the Company's professionals of the issuing of certificates of substantial or final completion of the work and, if necessary, certificates of acceptance or of taking possession early when the work is performed in successive phases.



- Supervising the progress in the development of the Contractor's plans and specifications.
- Coordinating the design reviews for the Contractor's submissions and ensuring that the documents meet the requirements of the drawings, performance specifications and design book.
- Validating the quality management plan and commissioning plan issued by the Contractor.
- Ensuring that the previously established commissioning steps are followed and that the Contractor's personnel perform them in accordance with their commissioning plan.
- Ensuring that disturbances to the occupants' daily operations and to the neighbourhood are minimized and that their respective assets are protected, particularly for the Port of Montréal and the railway.
- Advising the Company on the appropriateness and negotiation of change requests.
- Participating in the communication committee for the Main Project. Helping develop the public communications strategy during the Main Project and ensuring that the parties involved comply with it.
- Developing with the Old Port operations team and the Contractor's team the operations and communications plan during the construction work to minimize the operational impacts of the construction, and following up.

#### **2.2.4 Main Project closure phase**

During this phase, the Preferred Proponent's responsibilities include, but are not limited to:

- Ensuring that training sessions are held for the Company's operators and maintenance personnel.
- Verifying that the operation and maintenance manuals, guarantees, annotated blueprints, annotated shop drawings and other relevant documents have been provided to the Company.
- Recommending acceptance of the work, with the necessary reservations as required.
- Ensuring that the work to be completed and the correction of deficiencies are done correctly and in a timely manner.
- Ensuring that the final inspections are performed by the appropriate professionals and obtaining their recommendation for final acceptance of the work.
- Verifying that as-built plans and specifications are obtained for each discipline, whether or not there have been any changes during construction.

### **PART 3 - SERVICES RELATED TO THE ADDITIONAL PROJECTS**

The Preferred Proponent must be able to:

- Provide professional services for management of small or medium-size projects as well as any other service necessary for the proper execution of the various additional projects that will be entrusted to it.
- Work closely with the management representatives of the Company's Maintenance and Construction department, as well as any other Company department or employee.
- Collaborate with the various contractors under contract with the Company. The specialties of the contractors under contract with the Company include, but are not limited to:
  - Fire protection;
  - Power generators;
  - Level-crossing protection systems;
  - Plumbing;
  - Electrical;
  - Civil engineering;
  - Environmental engineering;
  - Elevators;
  - Building mechanical systems;
  - Quay winterization and related work;
  - Door and window maintenance;
  - General contracting.

### **PART 4 - DOCUMENTS, LANGUAGES AND TIME ZONE**

#### **4.1 Documents to be provided**

As part of the services provided, the Preferred Proponent must use MS Word and Excel for the texts or spreadsheets to be produced, and schedules must be produced in MS Project.

Documents and correspondence must be written on 8.5 X 11 inch (or ISO standard A4) paper, or 11 X 17 inch (or ISO standard A3) paper.

#### **4.2 Language and operation**

The Preferred Proponent must be able to:

- Provide the Services, including all correspondence, project meetings, and drafting of Project deliverables, in both official languages of Canada, but primarily in French;
- Communicate with the Company's employees in the official language of their choice;
- Operate and provide its services to the Company according to the same time zone as that of the Company: Eastern Time (Province of Québec).

## **PART 5 - BUDGET AND REMUNERATION**

### **5.1 Budget for Phase 1 of the Old Port of Montréal Master Plan**

The total estimated budget for this phase is \$50,000,000 and includes all professional fees and construction contingencies.

### **5.2 Remuneration**

The Preferred Proponent will be remunerated by the Company on the basis of hourly rates established according to the profile of those involved in the performance of the Services. The time billed will be calculated by rounding to the nearest quarter hour, and any portion of 15 minutes worked can be billed as a quarter hour.

Reimbursable expenses are the actual expenses without markup, and the Preferred Proponent must submit its invoices with all supporting documentation necessary to verify the amounts claimed. They include the costs incurred for the following:

- Charges to reproduce plans and other non-standard documents;
- Courier fees.

The time and cost for transportation, as well as the time and cost for meals, are not included in the fees and must not be invoiced.

**Schedule 2  
Receipt Confirmation Schedule**

To: **OLD PORT OF MONTREAL CORPORATION INC.**  
*c/o RFP Coordinator*  
Email: [sjoly@vieuxportdemontreal.com](mailto:sjoly@vieuxportdemontreal.com)  
Re: RFP No. DDPINT-DG-22-1524

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator.

I hereby acknowledge receipt of the above-noted RFP.

*(Please check your answer)*

I / We    DO         DO NOT         Intend to submit a Proposal to this RFP.

Representative's contact information:

\_\_\_\_\_  
Insert Legal Name of Proponent

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Full Name of the Representative – Please Print

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**Schedule 3  
Proposal 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 a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

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

| Yes / No? | Checklist  |
|-----------|--|
|           | Does your Proposal comply with the format requirements at Section 3.2.1 (General)?   |
|           | Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?   |
|           | Does your Proposal include completed versions of the forms set out at Section 3.3 ( <i>Proposal Contents – Mandatory Requirements and Rated Information</i> )? |

**Schedule 4  
Declaration and Certification Schedule**

**RE: Proposal dated \_\_\_\_\_, in response to RFP No. DDPINT-DG-22-1524**

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, 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. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

**3. Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal 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":

\_\_\_\_\_  
\_\_\_\_\_

**4. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for 120 Days following the Proposal RFP Submission Deadline.

**5. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, 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 Proposal to the Company’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**6. Execution of Agreement**

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

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

\_\_\_\_\_  
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**  
**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 RFP. 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 Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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 Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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.

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The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, 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 Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

***[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 6  
References Schedule**

**Proponent Name:** \_\_\_\_\_

**PART A - References for the rated information for 3.3.9. "Proponent's experience in similar projects"**

The Proponent should complete the following tables in their entirety, each one corresponding to the five projects listed in the rated information for 3.3.9.

| 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                 |                    |

| Reference 4                        | Proponent Response |
|------------------------------------|--------------------|
| Name                               |                    |
| Contact Person                     |                    |
| Address                            |                    |
| Telephone                          |                    |
| Email                              |                    |
| Description of the comparable work |                    |
| Date of completion                 |                    |

| Reference 5                        | Proponent Response |
|------------------------------------|--------------------|
| Name                               |                    |
| Contact Person                     |                    |
| Address                            |                    |
| Telephone                          |                    |
| Email                              |                    |
| Description of the comparable work |                    |
| Date of completion                 |                    |

**PART B - References for the rated information for 3.3.11. "Identification and presentation of the Senior Project Manager and his/her successor(s)"**

1 - Project Manager

The Proponent should complete the following tables in their entirety **for the Project Manager**, each one corresponding to the three projects listed in the rated information for 3.3.11.

| Reference 1   | Proponent's response |
|---|----------------------|
| Project name/experience                                   |                      |
| Name of the company for which the project was carried out |                      |
| Company contact person                                    |                      |
| Company's address   |                      |
| Phone number to contact the company                       |                      |
| Project dates   |                      |
| Duration of the contract                                  |                      |
| Estimated project cost                                    |                      |
| Number of people assigned to the project                  |                      |

| Reference 2  | Proponent's response |
|--|----------------------|
| Project name/experience  |                      |
| Name of the company for which the project was carried out                          |                      |
| Company contact person<br>Company's address<br>Phone number to contact the company |                      |
| Project dates  |                      |
| Duration of the contract   |                      |
| Estimated project cost   |                      |
| Number of people assigned to the project   |                      |

| Reference 3  | Proponent's response |
|--|----------------------|
| Project name/experience  |                      |
| Name of the company for which the project was carried out                          |                      |
| Company contact person<br>Company's address<br>Phone number to contact the company |                      |
| Project dates  |                      |
| Duration of the contract   |                      |
| Estimated project cost   |                      |
| Number of people assigned to the project   |                      |

## 2 - Succession

The Proponent should complete the following tables in their entirety **for each of the successors**. These tables should correspond to the three projects listed in the rated information for 3.3.11.

| Reference 1  | Proponent's response |
|--|----------------------|
| Project name/experience  |                      |
| Name of the company for which the project was carried out                          |                      |
| Company contact person<br>Company's address<br>Phone number to contact the company |                      |
| Project dates  |                      |
| Duration of the contract   |                      |
| Estimated project cost   |                      |
| Number of people assigned to the project   |                      |

| <b>Reference 2</b>   | <b>Proponent's response</b> |
|--|-----------------------------|
| Project name/experience  |                             |
| Name of the company for which the project was carried out                          |                             |
| Company contact person<br>Company's address<br>Phone number to contact the company |                             |
| Project dates  |                             |
| Duration of the contract   |                             |
| Estimated project cost   |                             |
| Number of people assigned to the project   |                             |

| <b>Reference 3</b>   | <b>Proponent's response</b> |
|--|-----------------------------|
| Project name/experience  |                             |
| Name of the company for which the project was carried out                          |                             |
| Company contact person<br>Company's address<br>Phone number to contact the company |                             |
| Project dates  |                             |
| Duration of the contract   |                             |
| Estimated project cost   |                             |
| Number of people assigned to the project   |                             |

## Schedule 7 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 Owners<sup>4</sup> 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. Old Port of Montreal Company Inc. (“OPMC”) 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 OPMC 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 OPMC and possible disqualification from future business opportunities with OPMC.

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

I have authority to bind the Company.

\_\_\_\_\_  
 4 “Owner” means: (a) for a Company, all shareholders with a minimum 25% legal or beneficial ownership of the Company’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 8**  
**Minimum requirements**

The Proponent should use the following table to demonstrate its ability to meet all of the minimum requirements. By checking the “Yes” box, the Proponent declares that it is able to fully comply with the minimum requirement requested by the Company. At the same time, the Proponent must be able to demonstrate compliance with all of those minimum requirements as set out in the “Proof” column of the table below. Failure to include in the Proposal the proof required for a minimum requirement may result in the Proponent’s disqualification.

Proponent’s name \_\_\_\_\_

| Item | Minimum requirements   | Yes | No | Proof   |
|------|--|-----|----|---|
| 1    | The Proponent must have been in business for at least five (5) years.  |     |    | Certificate of incorporation of the Proponent, or any document constituting the Proponent that can prove its existence for five years |
| 2    | The Proponent must confirm that his firm specializes in project management and certify that this activity represents at least 60% of all his activities. |     |    | Breakdown (in %) of the Proponent main activities, on 1 page  |
| 3    | The Proponent must be able to perform services in both of Canada’s official languages (French and English), but primarily in French.                     |     |    | Confirmation only   |
| 4    | The Proponent must also be able to work with the Company’s employees in the official language of their choice (English or French).                       |     |    | Confirmation only   |
| 5    | The Proponent must be able to operate and offer its services to the Company in the same time zone as the Company’s: Eastern Time (province of Quebec).   |     |    | Confirmation only   |

**Schedule 9  
Corporate Overview Schedule**

The Company does not accept consortium in response to this RFP.  
The Proponent should provide all the information requested in the table below and formulate their answers as described.

**Proponent's Name:** \_\_\_\_\_

| Item   | Proponent Response |
|--|--------------------|
| Brief Proponent's overview   | Maximum 1 page     |
| List of the different services offered   |                    |
| Location of the Proponent's head office  |                    |
| Location of satellite offices in Quebec, if applicable (if none, please specify) |                    |

## Schedule 10 Pricing Schedule

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

**Proponent Name** \_\_\_\_\_

### 1) HOURLY RATES PER PROFILE

Proponents should use the table below to report their hourly rates. They should do so by filling in the pink cells.

| Item | Profil <sup>1</sup>                   | Hourly rates <sup>2</sup> | Company's Weighting <sup>3</sup> |
|------|---------------------------------------|---------------------------|----------------------------------|
| 1    | Senior Project Manager                | \$                        | 26,7%                            |
| 2    | Intermediate Project Manager          | \$                        | 6,6%                             |
| 3    | Senior Site Supervisor                | \$                        | 53,6%                            |
| 4    | Intermediate Site Supervisor          | \$                        | 2,7%                             |
| 5    | Senior Estimator                      | \$                        | 2,7%                             |
| 6    | Intermediate Estimator                | \$                        | 2,7%                             |
| 7    | Administrative services support staff | \$                        | 5%                               |

1. Proponents may use profiles equivalent to those of the Company. Where appropriate, Proponents should disclose equivalencies.
2. The hourly rates shown in this table will remain fixed for the duration of the Agreement.
3. The weightings used in this table are an estimate only for the purpose of evaluating Proposals pursuant to Section 3.3.15 of the Rated Information; the weighting represented by each profile during the term of the Agreement may vary according to the Company's needs which the Company may determine in its sole discretion. As a result, by submitting a Proposal, each Proponent waives any legal action or claim arising from the Company's provision of such estimate.



**Schedule 11**  
**Form of Agreement Schedule**

Please refer to the file « OPMC\_DDPINT-DG-22-1524\_Form of agreement » attached to this RFP.