



Request for Qualifications

Design-build approach
for Phase 1 of the Old Port of Montreal Revitalization Project

RFQ n°: DDQINT-DG-22-1547

Issue Date: November 30, 2022

Submission Deadline: January 16, 2023 – 11:00 am EST (Quebec)

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1. Introduction

1.1. Company Description

Old Port of Montréal Corporation Inc. (“**OPMC**”) is an agent Crown corporation that owns and operates the Old Port of Montreal and the Montréal Science Centre. OPMC’s mandate is to develop and promote the terrain occupied by the Old Port of Montreal, and to administer, manage and maintain the property as an urban recreational, tourist and cultural site.

OPMC, now a subsidiary of the Canada Lands Company, has offered a variety of interactive, cultural and leisure activities for more than 25 years. The Montréal Science Centre is located at the Old Port of Montréal. As one of Canada’s most popular science centres, it has the ambitious mission to provide each visitor with fun opportunities to learn how they can use science and technology to build their future.

The Old Port of Montreal, for its part, is a recreational tourism site and an essential meeting place for Montrealers and tourists, who can enjoy its promenade, its magnificent view of the St. Lawrence River, its green spaces and its effervescent programming. A place of importance to Canadian heritage, the history of the Old Port also concerns all Canadians, as well as tourists, many of whom visit the area.

The Old Port is part of the historic district of Old Montreal. It is close to Place Royale (where Montreal was founded), The Main National Historic Site of Canada, and the Lachine Canal National Historic Site. Located on a 2.5 kilometer stretch of the St. Lawrence River, the Old Port has more than 50 attractions, restaurants and shops and is the most frequented recreational tourist site in Quebec with more than six million visitors each year.

1.2. Master Plan

Forty-five years after the Government of Canada's initial commitment to redevelop the former section of the port (1977) and nearly thirty years after the inauguration of the Old Port (1992), new investments are now needed to enhance and deliver unique experiences at this intersection of water, city and history.

In 2015, OPMC began a process of reflection and development of a Master Plan to revitalize its entire site. This plan was the subject of extensive public consultation and led to the publication of a preliminary version in 2017.

This work is part of the pursuit and implementation of the main orientations of the Master Plan. To this end, in early 2022, OPMC granted to NIPPAYSAGE INC. (“**NIP**”) the mandate to develop plans for the execution of an initial phase of revitalization inspired by the Master Plan. CIMA+ (“**CIMA**”) was contracted at the same time to provide engineering services and supporting technical advice.

1.3. Scope of Work

This Request for Qualifications (“**RFQ**”) constitutes the first part of the Procurement process related to the realization of the Master Plan (Phase 1). The Scope of Work is described in more detail in the Scope of Work Schedule.

Project implementation will conform to the “design-build” method. OPMC has funding in place for Phase 1 of the project, with the design-build work estimated to cost \$40 million.

This RFQ will not result in any contract for the Scope of Work being awarded. Any such contract will be awarded to a Proponent (the “**Preferred Proponent**”) under the second part of the Procurement process (the Request for Proposals (“**RFP**”)).

Proponents qualified pursuant to this RFQ will then participate in the RFP selection process, with OPMC aiming to enter into a contract (the “**Design-Build Agreement**”) with a qualified entity (the “**Design-Builder**”) to design and build the project called “Phase 1 of the Old Port of Montreal Revitalization” (the “**Project**”).

In 2022, OPMC hired NIP, with support from CIMA engineering services, to review the vision, develop a concept and provide a framework for Proponents to use in preparing their RFP proposals. In fulfilling this mandate, NIP and CIMA will prepare draft plans and specifications along with performance specifications documents including, but not limited to, the following deliverables:

- Existing conditions and demolition plans
- Grading and drainage plans
- Surface and vegetation plans
- Electrical plans
- Mechanical and plumbing plans
- Illumination plans
- Connection plans and/or changes to existing services
- Civil protection plans
- Technical specifications
- Design criteria

The successful Proponent will have to work within this framework to provide its plans and specifications, including the obligations related to SITES certification. OPMC considers that the NIP and CIMA’s concepts to constitute an acceptable solution, but not the only one, and is open to other visions of the Project by the Proponents, but respecting the criteria and concepts pre-established in the documents of NIP and CIMA

During the Design-Build phase, NIP and CIMA will continue to work for OPMC as consultants to ensure follow-up of the work, respect of the objectives, conceptual orientations, and quality of the execution. The following document is attached to this RFQ in Appendix 12 for information purposes only.

- OPMC_DDPINT-DG-22-1547_Concept and Sketches (October 2022 – NIPPAYSAGE)

Preliminary phasing: the proposed timeframe of the design-build contract is 3 years.

1.4. The Procurement Process

The proposed procurement process is a design-build service. The essence of the design-build concept is to compete not only with the construction works, but also with the design itself. This is achieved by contracting a full team to undertake the project. The team will include a contractor, a landscape architect, engineers and any other specialist necessary (such as described in section 3.3.13) for the realization of the project. The Procurement process will take place in 3 distinct phases:

Part 1

This Request for Qualification (RFQ) – This part of the process is open to all interested parties on the understanding that the team must include designers and contractors. Three teams will be selected among the proposals received (the “**Qualified Proponents**”, as defined below) based on their qualifications, experience and proposed approach to the Project. Only qualified Proponents will be asked to participate in the second part of the procurement process (RFP).

Part 2a

Request for Proposals (RFP) – This step will require selected Proponents to submit detailed technical and financial proposals and a scope ladder based on documentation provided by OPMC and its consultants. The RFP will require:

- A comprehensive design for the work.
- Firm prices for the duration of the work.
- Supply contracts for standardized items (including urban furniture, pavers, lighting, signage, etc.) allow the OPMC the option of dealing directly with the various suppliers concerned.

Part 2b

Final negotiations – OPMC and the Successful Proponent will finalize the details of the proposal and then sign the Project Design-build Agreement.

1.5. Clarifications concerning the Request for Proposal (RFP)

An RFP Process will be launched at the discretion of OPMC to award a contract for implementing the Scope of the Work. This process is expected to take place in March 2023, although this RFQ does not compel OPMC to undertake any RFP process involving all Proponents qualifying under this RFQ. OPMC may make exceptions to the competitive procurement process requirements and:

- Enter a contract directly with one of the Proponents qualifying under this RFQ.
- Conduct procurements by invitation involving some or all of the Proponents qualifying under this RFQ, in accordance with OPMC policies and legal obligations.

After assessing the Proposals submitted during the RFP process, OPMC intends to enter into negotiations with the Successful Proponent, i.e., the Proponent whose Proposal received the highest score. If these negotiations do not result in a final agreement, OPMC may begin negotiations with the next highest-scoring Proponent or terminate the process.

1.6. No Guarantee of Volume of Work

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

1.7. Tentative Timetable

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

Events related to RFQ	Dates
RFQ Issue Date	November 30, 2022
Site Visit (see Section 2.4)	December 12, 2022 9 to 12:00 am EST (Quebec)
Questions to be Submitted in Writing (see Section 2.6.1.)	December 30, 2022 5:00 pm EST (Quebec)
Addenda Deadline (see Section 2.6.3.)	January 6, 2023
RFQ Application Deadline	January 16, 2023 11:00 am EST (Quebec)
Shortlist Announcement	Week of February 20, 2023

And, for information, the following is a summary of the key dates in the RFP process:

Events related to RFP	Dates
Issuing of RFP and Draft Design-Build Agreements to Qualified Proponents	March 20, 2023
Questions to be Submitted in Writing	April 21, 2023 5:00 pm EDT (Quebec)
Addenda Deadline	April 26, 2023
RFP Submission Deadline	May 5, 2023 11:00 am EDT (Quebec)
Selection of Preferred Proponent	May 29, 2023
Agreement Award	July 12, 2023
Start of Work	July 13, 2023

OPMC may change any of the above dates and times, including the RFQ Application/RFP Submission Deadlines, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, OPMC will post any such change on buyandsell.gc.ca and Merx.

1.8. RFQ Coordinator

1.8.1. Restricted Communications

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

Name: Rodolphe Deratte
Title: Manager, Procurement
Address: 333 De la Commune Street West - Montreal (Quebec) H2Y 2E2
Phone: 514 838-4524
Courriel : rderatte@vieuxportdemontreal.com

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

Proponents must refrain from contacting all other stakeholders involved in the project, including the OPMC's Professional Teams (NIP and Cima).

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

1.8.2. Authorized Amendments, Waivers, Information or Instructions

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

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

1.9. Trade Agreements

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

2. RFQ Terms and Procedures

2.1. Definitions

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

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

"Addenda Deadline" means the deadline for issuing Addenda as set out in Section 1.7 (RFQ Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFQ.

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

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

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

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

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

“days” means calendar days.

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

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

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

“OPMC” has the meaning ascribed to it in Section 1.1.

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

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

“Qualified Proponent” means a Proponent who is qualified under this RFQ to participate in any Second Stage Process pursuant to Section 1.4 (The Procurement Process).

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

“RFQ Application Deadline” means the Application submission date and time as set out in Section 1.7 (RFQ Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFQ.

“RFQ Coordinator” means the individual identified in Section 1.8 (RFP Coordinator).

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

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

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

“Successful Proponent”: means the highest-scoring Proponent under the RFQ that which will subsequently negotiate with the OPMC to enter a Design-build Agreement.

“Proposal”: means documents and information submitted by a qualified Proponent in response to the RFP establishing that the qualified Proponent meets the requirements of the RFP.

2.2. Definition of Schedules

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

“Scope of Work”	Schedule 1
“Receipt Confirmation Schedule”	Schedule 2
“Non-Disclosure Agreement Schedule”	Schedule 3
“Application Checklist Schedule”	Schedule 4
“Declaration and Certification Schedule”	Schedule 5
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Proponent Consortium Schedule”	Schedule 8
“ Certificate of Compliance Schedule”	Schedule 9
“Corporate Overview Schedule”	Schedule 10
“Nominated Project Details Schedule”	Schedule 11
“Complementary Scope of Work Documents”	Schedule 12

2.3. Rules of interpretation

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

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

2.4. Site Visit for Proponents

A Site Visit for Proponents will be held at 2 De la Commune Street West, Montreal, Quebec H2Y 4B2, on December 12, 2022 from 9:00 am EST. Proponents should reserve approximately three (3) hours for this Site Visit.

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

2.5. RFQ Information

2.5.1. Proponent to Review

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

2.5.2. Proponent to Notify

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

Proponents shall not:

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

2.6. Clarification and Questions

2.6.1. Submission

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

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address. Where a question relates to a specific section of this RFQ, reference should be made to the specific section number and page of the RFQ.

Requests for clarification must be submitted in accordance with the date and time indicated in Section 1.7 (Tentative Timetable).

2.6.2. Questions and Answers

OPMC shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.6.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca and Merx. In answering a Proponent's questions, OPMC will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, OPMC may, in its sole discretion:

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

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

2.6.3. Issued Addenda

Before submitting an Application, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca and Merx in accordance with the date and time indicated in Section 1.7 (Tentative Timetable), unless it is an Addendum that extends such date and time. Any amendment or supplement to the RFQ made in any other manner will not be binding on OPMC.

2.7. Receipt Confirmation

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

2.8. Application Submission

2.8.1. General

To be considered in the RFQ process, a Proponent's Application must be received by the RFQ Application Deadline, as set out in Section 1.7 (Tentative Timetable), by email to: rderatte@vieuxportdemontreal.com.

The covering email shall contain Proponent's name and RFQ # DDQINT-DG-22-1547. The Application should be included to the email, in attached file, and according to instructions of section 3.2 (Application Format).

Pay attention! No Application shall be submitted through <https://canadabuys.canada.ca/fr> or Merx!

Applications received after the RFQ Application Deadline shall not be considered. Each Proponent is responsible for confirming the receipt of its Application. Applications are to be submitted in English or French only, and any Application received by OPMC that is drafted in a language other than English or French, wholly or in part, may be rejected.

2.8.2. Receipt

Every Application received will be date/time stamped according to the time when the RFQ Coordinator will receive the Application email at the email address stated in section 2.8.1 (General).

2.9. Amendment of Application

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

2.10. Proponent's Applications

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

2.11. Amendments to the RFQ

Subject to Section 1.7 (Tentative Timetable) and Section 2.6.3 (Issued Addenda), OPMC shall have the right to amend or supplement this RFQ in writing prior to the RFQ Application Deadline. No other statement, whether written or oral, shall amend this RFQ. The Proponent is responsible to ensure it has received all Addenda.

2.12. Clarification of Proponent's Application

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

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

2.13. Verification of Information

OPMC shall have the right, in its sole discretion, to:

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

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

2.14. No Publicity or Promotion

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

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

2.15. Debriefing

Not later than 60 calendar days following the date of posting of a notification in respect of the RFQ, a Proponent may contact the RFP Coordinator to request a debriefing. Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

2.16. Confidentiality

2.16.1. Company Confidential Information

To access any Company confidential information, and to have their Application evaluated, the Proponent shall complete and return to the RFQ Coordinator the Non-Disclosure Agreement Schedule attached to this RFQ.

2.16.2. Proponent Confidential Information

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

2.16.3. Copies of Materials

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

2.17. Personal Information

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

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

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

2.18. Access to Information Act

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

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

- a. discuter avec tout Proposant des conditions différentes ou supplémentaires à celles prévues dans la présente DDQ ou dans la Soumission de tout Proposant;

- b. rejeter n'importe laquelle ou l'ensemble des Soumissions, à sa discrétion absolue, y compris dans les cas où un Proposant a entamé des procédures juridiques contre la SVPM et(ou) ses filiales, ou est en désaccord avec la SVPM et(ou) ses filiales.

En soumettant une Soumission, le Proposant autorise la collecte par la SVPM des renseignements indiqués dans la présente DDQ, que la SVPM peut solliciter auprès d'un tiers.

2.19. Reserved Rights (General)

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

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Application, at OPMC's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Application or to change or enhance the Proponent's Application in any material manner;
- c. waive formalities and accept Applications that substantially comply with the requirements of this RFQ, in OPMC's sole discretion;
- d. verify with any Proponent or with a third party any information set out in an Application, as described in Section 2.14 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Application contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OPMC impedes the evaluation process, or whose Application is determined to be non-compliant with the requirements of the RFQ;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with OPMC, (ii) otherwise failed to perform to the reasonable satisfaction of OPMC, (iii) engaged in conduct prohibited by this RFQ (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with OPMC or any of its affiliates, (v) breached any law that OPMC deems relevant to this RFQ or the Scope of Work, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of OPMC;
- h. make changes, including substantial changes, to this RFQ provided that those changes are issued by way of Addenda in the manner set out in this RFQ;
- i. accept or reject an Application if only one Application is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. cancel this RFQ process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFQ, or take no further action in respect of the matters contemplated by this RFQ;

- l. discuss with any Proponent different or additional terms to those contained in this RFQ or in any Proponent's Application; and
- m. reject any or all Application in its absolute discretion, including where a Proponent has launched legal proceedings against OPMC and/or its affiliates, or is otherwise engaged in a dispute with OPMC and/or its affiliates.

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

2.20. Proponent's Costs

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

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

2.21. Proponent's cost for RFP Process

At the RFP Process only, OPMC will pay an honorarium to each unsuccessful Qualified Proponent who, in the opinion of OPMC, submits a good faith proposal in response to that Second Stage Process which complies with all mandatory requirements set out in the RFP documents. The Preferred Proponent with whom OPMC enters into the Design Build Agreement will not be entitled to that honorarium.

Payment of the honorarium will be on the following basis:

- a. The payment of fees will be offered in the RFP to qualifying Proponents not chosen. The payment of fees is subject to change at the OPMC's discretion. Fees will be calculated in accordance with the best practices of the Canadian Design-Build Institute.
- b. The payment of the honorarium will constitute full compensation to the unsuccessful Qualified Proponent, for all claims and expenses and any potential damages of the unsuccessful Qualified Proponent in relation to both this RFQ and the RFP Process and will be conditional upon the unsuccessful Qualified Proponent signing a waiver absolving OPMC from any liabilities to the unsuccessful Qualified Proponent regarding the RFQ and RFP Processes and the selection process thereunder; and,
- c. The unsuccessful Qualified Proponent will also provide an irrevocable and unconditional royalty-free licence in favour of OPMC permitting the unrestricted use by OPMC of all or any of the design components of the unsuccessful Qualified Proponent's proposal.

2.22. No Liability

The Proponent agrees that:

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

The Proponent further agrees that if OPMC commits a material breach of this RFQ, OPMC's liability to the Proponent, and the aggregate amount of damages recoverable against OPMC 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 OPMC, shall be no greater than \$5,000.

2.23. Not a Tender, No Contract "A"/Contract "B"

Notwithstanding any other provision of this RFQ, this RFQ is not a tender, and is not an offer to enter into either a bidding contract (often referred to a "Contract A") or a contract to acquire goods or services from any Proponent (often referred to as "Contract B"). Neither this RFQ nor a Proponent's Application shall create any contractual rights or obligations whatsoever on OPMC, save and except related to the general disclaimer of liability greater than the amount set out at Section 2.22 (No Liability).

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

2.24. Priority of Documents

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

2.25. Governing Law

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

3. Application Evaluation, Format and Contents

3.1. General

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

Stage	Description	Points
I	Mandatory Requirements	Pass/Fail
II	Rated Information	145
III	Reference Verification	Pass/Fail
	Total	145

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

3.2. Application Format

3.2.1. General

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

- i. 1 pdf file in attachment of the email, named "Proponent name – Application"

3.2.2. Technical Issues

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

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 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 RFQ;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.6 and following (*Rated Information*); and
- g. as appropriate, incorporate the Schedules in its Application.

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

3.3. Application Contents – Mandatory Requirements and Rated Information

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

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

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

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1. Declaration and Certification</p> <p>The Application must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Application must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. References</p> <p>The Application must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. Proponent Consortium Information Schedule</p> <p>The Proposal must include a completed Proponent Consortium Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p> <p><u>Even if a consortium is not responding to this RFQ</u>, this Schedule must be completed by the Proponent and included in the Proposal.</p> <p>Where a consortium responds to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a) One member of the consortium shall be the Proponent; and b) The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are 	<p><i>Pass or Disqualification</i></p>

subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that OPMC shall be entitled to reject a subcontractor and my consent to a replacement.		
3.3.5. Certificate of Compliance The Application must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if OPMC has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Application. Failure to indicate in the Application that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.		<i>Pass or Disqualification</i>
RATED INFORMATION	Scoring	Evaluation
Part A – Corporate Overview		<i>Available Points: 5</i>
3.3.6. Financial Viability The Proponent should provide any financial information necessary to adequately establish the Proponent's financial capability for the activities contemplated by the Scope of Work and otherwise set out in this RFQ. Such information should be submitted in the Corporate Overview Schedule. In addition, by submitting an Application the Proponent agrees to be the subject of a credit report to be prepared by an OPMC supplier.	Pass/Fail	Proponent will be evaluated based on relevance of demonstrated financial capability to undertake the Project including: a) Full cooperation with OPMC supplier; b) Ability to provide insurance and bonding; c) Degree to which financial statements provide evidence of strong financial standing.
3.3.7. Legal Actions The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFQ. Such information should be submitted in the Corporate Overview Schedule. In addition, by submitting an Application the Proponent agrees to be the subject of a legal report to be prepared by an OPMC supplier.	Pass/Fail	Proponent shall fully collaborate with OPMC supplier. Proponent will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to OPMC, or diminish (or create a reasonable risk of diminishing) the effectiveness, timelines, or cost-effectiveness of the Proponent's delivery of the Scope of Work.

<p>3.3.8. Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p>	5	<p>To obtain the maximum number of points on this requirement, the Proponent must include with its Proposal the duly completed “Corporate Overview” Schedule in accordance with the instructions set out herein.</p>
<p>Part B –Scope of Work Capabilities and Related Matters <i>Available Points: 140</i></p>		
<p>3.3.9. Description of the Proponent</p> <p>The Proponent should provide a brief history and explanation of the company’s design-build approach. This description should illustrate the following:</p> <ul style="list-style-type: none"> • The reasons by OPMC should trust the Proponent’s ability to achieve its objectives. • A presentation of its approach to executing design-build projects. • An explanation of the main reasons and benefits that should convince OPMC to select the company. 	5	<p>To obtain maximum number of points on this requirement, the Proponent must (in 2 pages or less):</p> <ol style="list-style-type: none"> a) Convince OPMC of its ability to ensure that the objectives will be met b) Reassure OPMC concerning the project management approach described, especially in relation to design-build projects c) Convince OPMC why the Proponent’s expertise would be an asset to this contract <p>If the Proponent exceeds the maximum number of pages, 1 point will be deducted per excess page from the Proponent’s total score on section 3.3.9.</p>
<p>3.3.10. The Proponent’s ability to partner with the Project Team, and the Proponent’s approach to design-build projects</p> <p>The Proponent should demonstrate its organizational strengths and ability to effectively assemble and orchestrate the multidisciplinary team and expertise needed to successfully undertake and develop the entire Project, including:</p> <ul style="list-style-type: none"> • Project management team; • Design team; • Construction team (including subcontractors); • SITES certification officer. 	15	<p>To obtain the maximum number of points on this requirement, the Proponent must:</p> <ol style="list-style-type: none"> 1) (10 points) Provide a company-wide organizational chart illustrating the commercial ties and relationships (e.g., company, joint venture, partnership, etc.) between the members of the Proponent’s team and other Project stakeholders. The objective is to provide the best possible understanding of relationships among the various Project stakeholders on the Proponent’s side. <p>The organizational chart must also identify the team assigned to the Project, including persons considered by the Proponent as “key persons,” and showing the hierarchical relationships among these key persons and OPMC. Minimally, the organizational chart</p>

		<p>must include: the project manager, the construction manager, the design manager for the designer-builder, the chief architect/landscape architect and the contract manager, as well as other key persons listed in section 3.3.12. (e.g. SITES certification coordinator, railway engineer, structural engineer, electrical engineer, civil engineer, etc.) and who reports to them concerning the management approach/structure proposed for the Project.</p> <p>2) (5 points) Briefly describe the Proponent and each of key person. Maximum of 12 pages for all descriptions.</p> <p>If the Proponent exceeds the maximum number of pages, 1 point will be deducted per excess page from the total number of points for section 3.3.10.</p>
<p>3.3.11. Understanding of agreement and capacity in relation to the Scope of Work</p> <p>The Proponent should review the Scope of Work, the RFQ and its schedules and provide a description demonstrating/explaining:</p> <ul style="list-style-type: none"> • The Proponent's understanding of the activities involved; • The Proponent's ability to accomplish these activities and handle the main challenges; • The main risks associated with managing this type of project. 	10	<p>To obtain the maximum number of points on this requirement, the Proponent must clearly and concisely demonstrate its understanding of the Project and the design-build contract, and identify the main risks and issues inherent in the Project. Maximum of two (2) pages in total.</p> <p>If the Proponent exceeds the maximum number of pages, 1 point will be deducted per excess page from the total number of points for section 3.3.11.</p>
<p>3.3.12. The Proponent's experience on similar projects</p> <p>The Proponent should demonstrate relevant experience in projects of a similar nature and on a scale comparable to or greater than OPMC requirements described in the Scope of Work. The Proponent should also demonstrate its success in projects involving the design and</p>	60	<p>To obtain the maximum number of points on this requirement, the Proponent must:</p> <p><u>1) Designated projects</u></p> <p>- (25 points) Present five (5) projects completed between 2012 and 2022 and use them to highlight the Proponent's experience and abilities in the following areas:</p>

<p>development of spaces and challenges similar to those of OPMC.</p> <p>Using five (5) designated projects, the Proponent should demonstrate that it has the experience and capabilities necessary for the Project.</p> <p>By highlighting 2 flagship projects, the Proponent should demonstrate the value added it could bring to the Project.</p>	<ul style="list-style-type: none"> • Development and management of projects of the same nature, scale (urban, shoreline, densely occupied area, etc.) and size as OPMC Project; • Management of multidisciplinary teams including design and construction; • Management of subcontractors in the execution of complex contracts; • Management of the risks associated with project planning and construction; • Ability to propose innovative and value-added design and construction solutions; • Performance in meeting its obligations; • Performance related to LEED or SITES project certification. <p>The five (5) projects must be submitted using the “Designated Project Details” Schedule as a template. All information requested must be submitted on a maximum of two (2) pages per project.</p> <p>- (10 points) In 2 pages or less, identify which of the above 5 projects were carried out on a design-build basis.</p> <p><u>2) (25 points) Featured projects</u></p> <p>From the five (5) projects designated above, identify two (2) reference projects, and indicate (through any combination of sketches, photographs and text, on a maximum of 10 pages in total for the 2 projects) the features most relevant to OPMC Project issues. These features may include (but are not limited to):</p> <ul style="list-style-type: none"> • Carried out under an alternative contract method, design-build, PPP, etc.; • Involving a significant landscape component; • Including a major recreation-tourism component; • Executed over several years, while the building/space was occupied; • Having achieved distinction through sustainable development excellence;
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		<ul style="list-style-type: none"> • Having achieved design excellence while complying with cost constraints and schedules; • Etc. <p>If the Proponent exceeds the maximum number of pages, 1 point will be deducted per excess page from the total number of points for section 3.3.12.</p>
<p>3.3.13. Relevant experience and availability of key persons</p> <p>The Proponent should demonstrate that the key members of its team possess all the experience required to successfully carry out this Project and, more specifically, that they possess:</p> <ul style="list-style-type: none"> - the required project management experience; - the required construction experience; - the required design experience. <p>The Proponent should also demonstrate that these same persons will be available to participate in the Project regardless of their other obligations, for the term of the Project.</p>	40	<p>To obtain the maximum number of points for this requirement, the Proponent must clearly and concisely:</p> <p><u>1) (7 points) Experience of each key person</u></p> <p>Submit a complete curriculum vitae for each key person responsible for construction and design, demonstrating their design-build and sustainable development experience, using a maximum of two pages per person. At a minimum, the following profiles must be submitted:</p> <ul style="list-style-type: none"> - Project manager; - Construction manager; - Design director for the designer-builder; - Lead architect/landscape architect; - Contract manager; - Railway engineer; - Civil engineer; - Structural engineer; - Electrical engineer; - Mechanical engineer; - Environmental engineer; - Geotechnical engineer; - SITES certification manager; - Cost estimation specialist; - Stormwater management and filtering marsh specialist; - Universal design specialist; - Certified playground design specialist (Z614). <p>The curricula vitae must contain at least the following information: name, professional qualifications/designation, role, duties and responsibilities.</p>

		<p>2) (7 points) Project management</p> <p>Describe the project management experience and abilities of the project manager, as highlighted in two (2) designated projects. The following specific abilities should be highlighted:</p> <ul style="list-style-type: none"> • Management of complex projects, particularly design-build and/or public-private partnership projects; • Schedule management; • Collaboration with contractors and subcontractors; • Coordination of work by various specialists to accommodate the activities of designers and subcontractors in accordance with the project schedule. <p>The two (2) projects must be submitted using the “Designated Project Details” Schedule as a template. All information requested must be submitted on a maximum of two (2) pages per project.</p> <p>3) (7 points) Construction experience</p> <p>Describe the experience and abilities of the construction manager, as highlighted in two (2) designated projects. The following specific abilities should be highlighted:</p> <ul style="list-style-type: none"> • Construction experience in complex multidisciplinary projects with a significant public interface component and multiple stakeholders, design-build and/or public-private partnership projects; • Experience in creating value-added solutions to enhance the project’s value; • Construction and logistics management, including but not limited to working in occupied public spaces and working while maintaining the existing activities of surrounding facilities; • Quality assurance and health and safety programs; • Management of projects with LEED or SITES certification.
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		<p>The two (2) projects must be submitted using the “Designated Project Details” Schedule as a template. All information requested must be submitted on a maximum of two (2) pages per project.</p> <p><u>4) (7 points) Design experience</u> Describe the experience and abilities of the design director, as highlighted in two (2) designated projects. The following specific abilities should be highlighted:</p> <ul style="list-style-type: none"> • Experience in designing complex, multidisciplinary projects, particularly design-build and/or public-private partnership projects; • Integration from design to construction; • Knowledge of Quebec and Canadian codes and standards; • Assurance of design excellence despite multiple constraints; • Experience in creating solutions that add value to the project. <p>The two (2) projects must be submitted using the “Designated Project Details” Schedule as a template. All information requested must be submitted on a maximum of two (2) pages per project.</p> <p><u>5) (7 points) Landscaping experience</u> Describe the experience and abilities of the chief landscape architect, as highlighted in (2) designated projects. The following specific abilities should be highlighted:</p> <ul style="list-style-type: none"> • Experience in designing complex, multidisciplinary projects, particularly design-build and/or public-private partnership projects; • Integration from design to construction; • Knowledge of Quebec and Canadian codes and standards; • Assurance of design excellence despite multiple constraints; • Experience in creating solutions that add value to the project;
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		<ul style="list-style-type: none"> • Experience in projects integrating universal design; • Experience in projects integrating multiple sustainable development components. <p>The two (2) projects must be submitted using the “Designated Project Details” Schedule as a template. All information requested must be submitted on a maximum of two (2) pages per project.</p> <p>6) (5 points) Availability of key persons Using a maximum of 1 page, explain the availability and capacity of key persons to commit to the Project in relation to their current commitments and those planned at the same time as the Project.</p> <p>If the Proponent exceeds the maximum number of pages, 1 point will be removed from the total number of points for section 3.3.13 for each additional page.</p>
<p>3.3.14. Sustainable development</p> <p>The Proponent should demonstrate that it shows concern for the various sustainable development issues and is working to implement concrete measures in the three following areas of sustainable development:</p> <ul style="list-style-type: none"> - Social component; - Environmental component; - Economic component. <p>Maximum of three (3) pages in total.</p>	6	<p>To obtain the maximum number points for this criterion, the Proponent must demonstrate:</p> <p>a) (2 points maximum) That it has implemented policies/guidelines relating to the various spheres of sustainable development.</p> <p>b) (2 points maximum) That it has an action plan to implement its sustainable development policies/guidelines.</p> <p>c) (2 points maximum) That it has implemented monitoring of its sustainable development actions (report, performance indicators, etc.).</p> <p>If the Proponent exceeds the maximum number of pages, 1 point will be removed from the total number of points for section 3.3.14 for each additional page.</p>

<p>3.3.15. Diversity and inclusion</p> <p>The Proponent should demonstrate that it promotes diversity and inclusion through its activities, with special attention to Indigenous communities.</p> <p>Maximum of two (2) pages in total.</p>	<p>4</p>	<p>To obtain the maximum number of points for this requirement, the Proponent must demonstrate:</p> <p>a) (2 points maximum) that they have established diversity and inclusion policies/guidelines and that they organize or participate in initiatives to promote diversity and inclusion in the workplace or community;</p> <p>b) (2 points maximum) that it implements initiatives that foster the inclusion of Indigenous communities.</p> <p>If the Proponent exceeds the maximum number of pages, 1 point will be deducted for each excess page from the total number of points for section 3.3.15.</p>
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3.4. Reference Verification

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

3.5. Tie Break Process

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

3.6. Notification of Qualified Proponents

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

Schedule 1 Scope of Work

1 - Project Objectives

OPMC's overall vision for the implementation of the initial phase of the Master Plan (Phase 1) is to strengthen the position of the Old Port of Montreal as a recreational and tourist site par excellence in Canada. The design of the Project must bring to the forefront the following orientations and values:

History and identity

- Preserve and enhance a historic place that was the origin of modern Canada.
- Maintain and develop existing visual openings and improve connections between De la Commune Street and the St. Lawrence River.
- Integrate focal points bringing visitors closer to the water.
- Incorporate public works of art that are meaningful to the site and that help draw attention to its heritage value.
- Highlight the history of the area as a port and industrial site.
- Create a vibrant site that encourages visitors to enjoy the facilities year round, in every season.

User pathway sharing

- Design mobility pathways according to the flow of recreational visitors so that everyone benefits from large and safe spaces.
- Maintain necessary critical access to parking areas and trucking lanes.
- Smoothly integrate the existing railway and level crossings with the proposed amenities with safe facilities for visitors and employees.

A gathering place

- To be a cherished destination and gathering place for Canadians for events, spontaneous get-togethers and family adventures.
- Improve the links between Old Montréal and the Old Port by creating a public square at the entrance to each pier (Quai de l'Horloge, Quai Jacques Cartier, Quai King-Edward).

Sustainable development

- Incorporate innovative environmental, water management and biodiversity practices.
- Incorporate universal accessibility principles into the developments in accordance with the *Accessible Canada Act* to reduce barriers for all types of clientele.
- Promote the employment of people from traditionally underrepresented groups or communities.
- Acknowledge the history of Indigenous peoples in the Old Port.

Support for commerce

- Arrange the entrances in such a way as to highlight and street presence to the main attraction on the façade.
- Design multifunctional platforms and commercial spaces in such a way as to optimize their value.

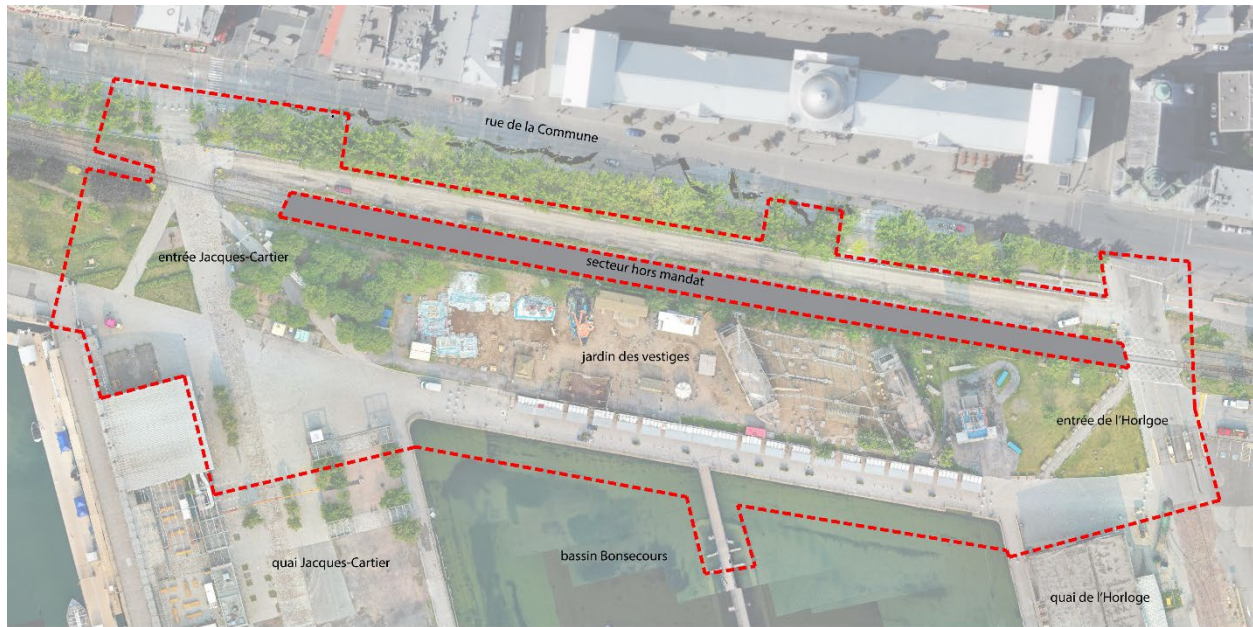
Preparation for future phases

The vision set out in the Master Plan applies to the entire Old Port area. The initial phase designed by NIP will serve to establish Vision and Design Criteria to be incorporated, complied with and

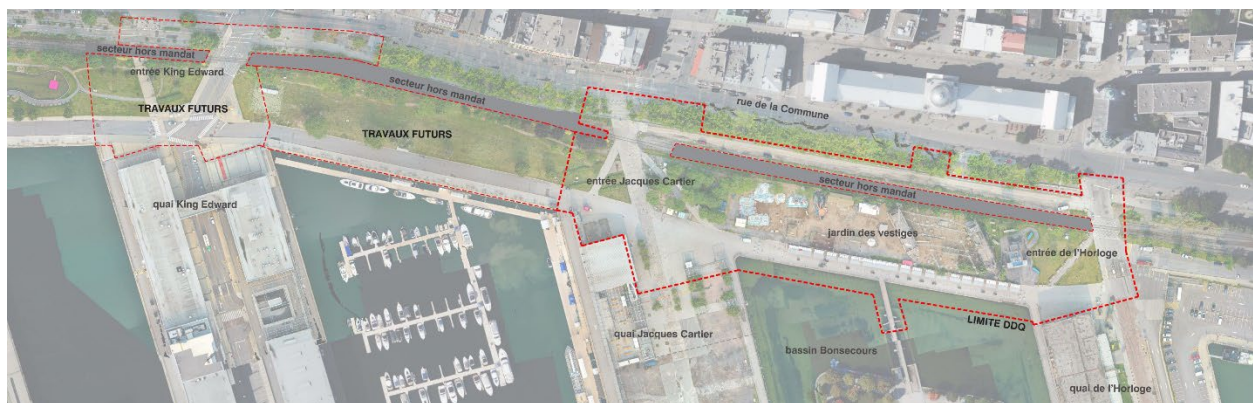
implemented by the designer-builder.

The construction schedule for this first phase covers 3 years, starting in 2024. Other procurement procedures will be launched in subsequent phases of the Master Plan.

Phase 1 of the Master Plan includes development of the main entrances, the esplanade and the Promenade du Vieux-Port between the entrance to the Jacques-Cartier Pier and the entrance to the Clock Tower Pier. The total surface area of the initial phase of work is approximately 27,800 m² (as shown on the plan below).



As indicated below, the vision of the Master Plan covers part of the territory of the Old Port; OPMC is therefore planning future work west of the entrance to the Jacques-Cartier Pier.



The work includes the development of:

- Pedestrian surfaces
- Vehicle surfaces
- Shared surfaces
- Roadway and pedestrian crossings

- Multipurpose spaces for commercial kiosks, food sales, small events and gatherings
- Connection infrastructure for multipurpose spaces
- Lighting throughout the territory
- Integrated urban furniture
- Presentation, evocation and commemoration of heritage elements
- Optimal rainwater management infrastructure, including rain gardens, filtering marshes, etc.
- Protection of existing trees
- Diverse vegetated areas, tree plantings
- Fences, guardrails and railings
- Public safety devices

More specifically, the work included in this first phase is divided among the following sectors:

Jacques-Cartier entrance sector

- Reconfiguration of the pedestrian entrance and public square at the Jacques-Cartier entrance
- Infrastructure to accommodate a work of art
- Multipurpose space and connection infrastructure
- Terrace under the trees

Des Vestiges garden sector

- Esplanade between the Jacques-Cartier entrance and the Clock Tower entrance
- Shared walkway between the Jacques-Cartier entrance and the Clock Tower entrance
- New accessway to the site from the Promenade de la Commune
- Development of a meadow along the railway easement
- Theme-based playground accessible to all
- Development highlighting the remnants of Silo no.2
- Amphitheatre, access ramp and filtering marsh area overlooking the Bonsecours Basin

Clock Tower entrance area

- Reconfiguration of the Clock Tower entrance
- Multipurpose space and supporting infrastructure

2 - General scope of work by Designer-Builder

The Successful Proponent shall enter into a Design-Build Agreement with the OPMC.

OPMC anticipates that the general scope of the Designer-Builder's liability under the Design-Build Agreement will include, without being limited to, the following:

- Design
The Designer-Builder is responsible for the design and for the development of construction plans and specifications.

The final design will conform to the Statement of Requirements and preliminary plans and specifications developed by NIP and CIMA, to be provided to Proponents qualifying for the RFP.
- Development approvals and permits
The Designer-Builder is responsible for:

- Obtaining all necessary permits and authorizations in a timely manner (N.B.: Ville de Montréal permits are not required).

- With the expertise and support of the Designer-Builder, assist in obtaining development approvals and other approvals necessary for construction of the Project, as required by OPMC.

- Construction

The Designer-Builder is responsible for:

- Completion of the construction of the Project according to the schedule agreed upon with OPMC.

- The basic Project warranty, with the possibility of an extended warranty, particularly for all equipment installed and plants.

- Overall responsibility for health and safety during the Project, including guaranteed compliance with all laws, standards, regulations and requirements relating to occupational health and safety (including but not limited to the *Act respecting occupational health and safety* (Quebec) and/or the *Canada Labour Code* (Canada) and OPMC policies and directions as applicable to the Project.

- Finances

The OPMC will make progress payments during construction, in accordance with the amounts, payment schedule and terms specified in the RFP.

The RFP will also contain a mandatory maximum cost applicable during construction. This maximum cost is based on the budget approved by the OPMC Board of Directors.

- Communication and consultation

The OPMC will provide daily oversight and administration of the Design-Build Agreement, including management procedure audits and liaison with other parties.

The OPMC and the designer-builder will work together on all aspects of communications and consultations with the public.

Additional information on Phase 1 of the Master Plan (see “Complementary Scope of Work Documents” Schedule) will be provided to the Proponents who have signed and returned the “Non-Disclosure Agreement” Schedule.

Schedule 2
Receipt Confirmation Schedule

To: **SOCIÉTÉ DU VIEUX-PORT DE MONTRÉAL INC.**
Email: rderatte@vieuxportdemontreal.com
Re: RFQ No. : DDQINT-DG-22-1547

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

I hereby acknowledge receipt of the above-noted RFQ.
(Please check your answer)

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

Representative's contact information:

Name

Representative's Signature

Address

Name – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Schedule 3 Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT ("**Agreement**") is made in favour of OLD PORT OF MONTREAL CORPORATION INC. (the "**Discloser**") by _____
[Insert Full Legal Name of Proponent] (the "**Recipient**").

WHEREAS the Discloser has issued Request for Qualifications # DDQINT-DG-22-1547 ("**RFQ**") and may issue a subsequent Request for Proposals ("**RFP**"), in each case concerning work related to Phase 1 of the Old Port of Montréal Master Plan (the "**Procurement**");

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

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

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

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

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

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

IN WITNESS WHEREOF the Disclosure and the Recipient has executed this Agreement as of the ____ day of _____, 20____.

INSERT FULL LEGAL NAME OF PROPONENT

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

Schedule 4
Application Checklist Schedule

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

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

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

Schedule 5
Declaration and Certification Schedule

RE: Application dated _____, in response to RFQ No. DDQINT-DG-22-1547

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

1. Proponent Information

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

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

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

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

2. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by OPMC prior to the RFQ Application Deadline. The Proponent acknowledges that it is solely responsible to make any necessary

amendment to its Application based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

_____	_____
_____	_____

3. Disclosure of Information

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

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

INSERT FULL LEGAL NAME OF PROPONENT

_____ Signature of Witness	_____ Signature of Proponent representative
-------------------------------	--

_____ Name of Witness	_____ Name and Title
--------------------------	-------------------------

Date:

I have authority to bind the Proponent.

Schedule 6
Unfair Advantage and Conflict of Interest Statement Schedule

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

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

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

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

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

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 7 References Schedule

Proponent Name: _____

The Proponent should complete the tables below in full and include five (5) references. **Please note: These 5 references must correspond to the 5 designated projects requested in section 3.3.12 Rated Information.**

Reference 1	Proponent Response
Project number assigned in Schedule 11	
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Project number assigned in Schedule 11	
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Project number assigned in Schedule 11	
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 4	Proponent Response
Project number assigned in Schedule 11	
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 5	Proponent Response
Project number assigned in Schedule 11	
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Schedule 8
Proponent Consortium Schedule

(Check the box corresponding to your answer)

The Proponent, _____, declares that it is responding:
(insert full legal name of Proponent)

☐ alone to this Request for Proposal # DDQINT-DG-22-1547.

OR

☐ as a member of a consortium, and that it shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.

Information about the consortium, if applicable.

The members of the consortium are: _____

PROPONENT LEGAL NAME

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 9 Certificate of Compliance

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

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

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

2. all Owners¹ of the Business Entity are set out in the following list:

Full Name	Type of Ownership	Percentage of Ownership

If an Owner of the Business Entity is an individual, please provide the corresponding email address of each of those Owners:

Full Name	Email Address

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 Corporation 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.

¹ "Owner" means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation's shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

Schedule 10 Corporate Overview Schedule

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule in accordance with the instructions contained in this Schedule.

Please provide all information required in the below table and formulate your answers as per “How to provide information” column.

By submitting this Schedule 10, the Proponent agrees to be the subject of a credit and legal report to be prepared by an OPMC supplier.

Proponent Name: _____

Consortium Member Name: _____

Requested Information	How to provide information
General Information (not rated) <ul style="list-style-type: none"> - Indicate whether incorporated, partnership, sole proprietorship or other. - Indicate whether private company/public company (exchange listed on). - Has your company or division been involved in a merger or acquisition in the past five years? - Location of the Proponent’s head office. - Location of the Proponent’s Canadian head office, if applicable and if different from above. - Brief Proponent’s overview. - Organizational chart, if applicable. - Worldwide sales revenue. - Number of years in business. 	<p style="text-align: center;">Under the form of documents attached to this Schedule</p>
Financial Viability Refer to section 3.3.6 of Rated Information.	<p style="text-align: center;">Under the form of documents attached to this Schedule, and documents provided to OPMC supplier during credit report</p>
Legal Actions Refer to section 3.3.7 of Rated Information.	<p style="text-align: center;">Under the form of documents provided to OPMC supplier during legal report</p>

Schedule 11 Designated Project Details

As a reminder:

- 5 projects are required for section 3.3.12 of RFQ.
- 8 projects (2 projects per key-individual) are required for section 3.3.13 of RFQ.

Every Proponent shall structure its Application such as follows, for each section:

- This page duly completed, with:
 - o The Proponent's name;
 - o The relevant section of the RFQ;
 - o The project number.
- And next, for each designated project in the section in question, all information requested in the table below, **using a maximum of 2 pages per project.**

Proponent Name _____

Section of RFQ _____ (3.3.12 or 3.3.13)

Project Number _____ (From 1 to 13)

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

Schedule 12

Complementary Scope of Work Documents

Please refer to the file below, to be sent to the Proponent after the Proponent provides the RFQ Coordinator with a duly completed and signed copy of the non-disclosure agreement attached to this RFQ in Schedule 3, “Non-disclosure Agreement”:

- OPMC_DDPINT-DG-22-1547_Concept and Sketches (October 2022 – NIPPAYSAGE)