



Request for Qualifications  
for

La Maison de Radio-Canada (MRC)  
Development Project

CBC/Radio-Canada  
RFQ No. RE\_MRC20120409  
Issued: April 9<sup>th</sup>, 2012

This Request for Qualifications Closes  
at 2:00 p.m. (Eastern Daylight Time)  
on June 15<sup>th</sup>, 2012

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## **1.0 INTRODUCTION**

### **1.1 Purpose**

The purpose of this RFQ is to invite interested parties to submit Responses indicating their interest in, and their qualifications for, the Development Project. Based on these Responses, CBC/Radio-Canada intends to qualify, in accordance with the terms of this RFQ, up to three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal (“RFP”) stage.

### **1.2 Eligibility**

Subject to Section 5.13 any interested party, or parties, may submit a Response to this RFQ. Respondents may be corporations, joint ventures, consortia, partnerships, or any other legal entities. At all times during the Competitive Selection Process (described in the RFQ and the RFP), Respondent Team Members involved in the design and construction aspect of the Development Project, must hold and maintain all necessary licences without restriction from the “Régie du bâtiment du Québec”.

## **2.0 THE CBC/RADIO-CANADA MRC DEVELOPMENT PROJECT**

### **2.1 Background**

Inaugurated in 1973, Maison de Radio-Canada is one of CBC/Radio-Canada’s major production centres. The Montréal installation is renowned as one of the largest production facilities in North America and delivers television and radio programming as well as Web and satellite-based services to Canadians, making the Corporation one of the largest cultural institutions in the country.

The building is a CBC/Radio-Canada network hub, with 50% of its floor space dedicated to technical and support areas, where CBC/Radio-Canada records, produces, broadcasts and distributes both live and pre-recorded productions for its television, radio and internet platforms. Approximately 50% of the building consists of office space (administrative) where CBC/Radio-Canada administers its institutional functions and manages the activities of the French network and the (regional) English-language activities, as well as those pertaining to the specialized services RDI, ARTV and Explora.

The current MRC building is home to numerous activities that are critical to CBC/Radio-Canada’s radio, television and internet platforms and its information technology. The building contains various types of space, including studios, workshops, an information centre and storage areas, which are used to meet various production needs.

CBC/Radio-Canada owns the special-purpose building that it occupies.

#### **2.1.1 Development Opportunity**

Over the years, the advent of new technologies and the evolution of production methods have greatly impacted CBC/Radio-Canada’s space requirements. In 2006, CBC/Radio-Canada commissioned an in-depth analysis to explore redevelopment solutions and maximize its assets. The results were presented in a master plan to the “*Office de consultation publique de Montréal*”, an independent municipal agency responsible for conducting public consultations. The project was presented to the Montrealers and there was a public consultation at the end of 2008. The new zoning by-law was adopted by the City of Montréal and a development agreement was entered into between CBC/Radio-Canada and the City of Montréal in 2009. The relevant documents are available in Appendix F. For additional reference documents, Respondents can consult: <http://www.ocpm.qc.ca/consultations-publiques/projet-de-developpement-de-la-maison-de-radio-canada>

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The plan proposes the implementation of underground parking lots to free up the ground surface area and allow the construction of new, multi-purpose buildings, including a variety of dwelling units, office space, retail space and a hotel, representing an additional 3,135,000 sq. ft. to be built on site. Many parks and public spaces are integrated into the development to increase the quality and appeal of the site. The projected heights for the new buildings are between 105 and 144 ft, which are in compliance with the City's master plan.

The site, which is ideally located in downtown Montréal, is nestled between Papineau Avenue (to the east), Viger Avenue (to the south), Wolfe Street (to the west) and René-Lévesque Boulevard East (to the north). It covers a total surface area of 1,051,000 square feet. Currently, as described in Appendix F, the site is zoned to accommodate both commercial and residential (including hotel) developments.

The entrance to the current Maison Radio-Canada is off René-Lévesque Boulevard East. It is accessible by public transportation including buses and metro; nearby stations are Beaudry and Papineau on the green line. Surrounding amenities include retail stores on Sainte-Catherine Street East, one street north of René-Lévesque Boulevard East. The site is located west of the Jacques-Cartier Bridge and seven (7) blocks east of the future site of the Centre Hospitalier Universitaire de Montréal (CHUM).

The 250,000 square foot tower stands on top of a 300,000 square foot base. Three (3) additional underground floors complete the building. The total rentable space currently is 1.3 million square feet. During the RFP process, Respondents will be provided the opportunity to undertake a review of the current infrastructure and conduct relevant inspections, assessment and surveys in order to determine the condition of the existing building and site, so that they can use the information as input to determining their future strategy. CBC/Radio-Canada does not currently have a preference regarding the manner in which the infrastructures will be used, as long as the CBC/Radio-Canada functional and technical requirements (such as dual electrical feeds, access, etc.) are met and the site is used in a manner that is complementary to CBC/Radio-Canada's mission.

An optional Respondents' Meeting and site visit will be held at the Maison de Radio-Canada on the date indicated in Section 2.9 of this RFQ.

The site visit is recommended. CBC/Radio-Canada takes no responsibility related to the Respondent's attendance or non attendance of the Respondents' Meeting / MRC Site visit.

CBC/Radio-Canada has received confirmation from the City that it would make an investment towards the infrastructures on the site. As the case may be, CBC/Radio-Canada will apply the contribution made by the City of Montreal to the benefit of the Development Project.

### 2.1.2 CBC/Radio-Canada Accommodation Requirements

The MRC houses approximately 3,800 employees. The following functional groups occupy the MRC facilities:

- a) **(Radio-Canada) Radio:** Includes production of Première Chaîne, Espace musique and RCI;
- b) **(Radio-Canada) Television:** Consists primarily of the following productions: variety, sports, galas and all other special events productions;
- c) **(Radio-Canada) Information (News and Public Affairs sectors) and RDI:** Includes news (information centre) and public affairs for television, radio and internet;
- d) **(Radio-Canada) Internet and Digital Services:** Includes activities pertaining to the Internet and digital services;
- e) **Specialized channels:** Includes ARTV and Explora production at the Maison de Radio-Canada;
- f) **CBC/Radio-Canada (regional activities):** Includes English-language radio, television and internet services;
- g) **Production Services:** Responsible for management of technical staff and rooms and technical media support;

- h) **Broadcasting and Telecommunications Services:** Responsible for development of new technical equipment for production, broadcasting and reception of radio, television and satellite signals used in radio and television production;
- i) **Institutional Services:** Upper Management, Strategic Planning, Legal Services, Revenue, Finance, Communications, Human Resources, Information Technology and Real Estate Services;

**CBC/Radio-Canada's needs regarding the space that it will occupy have the following characteristics. Space is divided into four categories:**

**(a) INTERIOR SPACE**

The MRC's needs are described below:

**1. Technical Space: 20% of total area**

As network head for the entirety of the French-language services across the country, the MRC's technical infrastructure is complex and imposing. It has to be functional at all times. The MRC services all the other stations that produce content for the French network in the country. It also ensures reciprocal redundancy of facilities with the English network head in Toronto. This technical space is divided into five main groups:

**a. Technical Production Infrastructure**

Primarily dedicated to all Media and certain operational groups such as the communications, sales, marketing and finance departments, this space, consisting primarily of the technical equipment centre (server room) and the master control room for the entire French network, represent the heart of broadcasting and production.

**b. Production Rooms:**

The Production Rooms are composed of the following space:

- TV, radio and web sets and studios: Multi-platform studios. With the exception of studios reserved for Information, the television studios are not reserved exclusively for any single production, which means weekly setting-up and dismantling of sets, and changes to set pieces and accessories. The majority of the television studios are high definition (HD);
- Sound and image editing rooms, sound booths, computer graphic rooms, quality control (post production);
- Digitization, transfer and duplication rooms (video library).

**c. Information Technology (I.T.) Rooms:**

This space is composed of one primary and several satellite server rooms, which provide I.T. services for all users of the building.

**d. Broadcasting Rooms:**

This space allows us to house equipment for transmission of data from the technical production rooms for broadcast as radio and television content.

**e. Auxiliary Service Areas:**

These areas are dedicated to the auxiliary services required for operation of the building, such as mechanical and electrical rooms, generator rooms, public and employee bathrooms, various building support workshops, waste management areas

(garbage, recycling, compost), reception and delivery areas, general storage areas, and loading docks, Security control room, Vertical penetrations or voids.

2. **Technical Support Space: 20% of total area**

These areas, divided into three groups, support the activities that take place around the sets and studios and that require proximity to the technical rooms or have particular access or height requirements, such as:

a. **Information Production:**

This space includes makeup and dressing rooms, which is to be near the studio sets.

b. **Television Production:**

This space consists primarily of scenery construction workshops, set, costume and technical equipment storage areas, makeup and dressing rooms, and technical maintenance team rooms.

c. **Archives:**

This space allows for digitisation and archiving of documents and is mainly comprised of temperature and humidity controlled archive rooms for preservation of films, audio/video documents, and documentation, a library combined with a document centre, and a music library that includes a CD track storage system.

3. **Administrative-type areas: 60% of the total area**

These areas, for which CBC/Radio-Canada has its own standards, are occupied by staff who perform administrative tasks, and creation, production, distribution, and research and development activities. This space includes conference rooms, Wellness rooms, photocopy and stationery rooms, Security desk, Administrative storage, First aids, corridors etc.

4. **Public spaces within the CBC/Radio Canada Accommodation Requirements**

This space mainly includes:

- a. **Reception/Visitation Services**, which serve 140,000 visitors every year and include a Convivial, dynamic and multifunctional waiting room for people attending recording sessions;
- b. **A reception area** for launches, broadcasts, and projections;
- c. **A museum;**
- d. Promotional areas for the groups that create Information, radio broadcasts, and ARTV, as well as for support teams such as communications and regional services, to raise public awareness of the multiple aspects of MRC production

5. **Public spaces within the CBC/Radio Canada Accommodation Requirements or within the overall Development Project**

- a. A bank (currently la Caisse populaire des employé(e)s de Radio-Canada
- b. A daycare for children of employees of CBC/Radio-Canada
- c. Commercial areas, such as the boutique, the COOP and cafeteria

**(b) EXTERIOR SPACE:**

The Facility's exterior space is to include:



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1. Outdoor areas that are arranged for special public events;
2. Approximately 100 parking spaces for technical vehicles;
3. Visitor and staff parking;
4. A shipping dock and reception area;
5. A taxi stand;
6. A drop off area in close proximity to the information centre for the journalists and cameramen.

Respondents are to assume that it is incumbent upon them to consider all the technical and administrative factors with respect to the Development Project that would normally be assumed by CBC/Radio-Canada under a conventional development approach. CBC/Radio-Canada assumes no responsibility in respect of the Development Project other than that which is provided in the Project Agreement or the Site Development Agreement. In addition, Respondents are to anticipate that their obligations, namely as they relate to the design, construction, commissioning, quality control and maintenance of the Facility as part of the Development Project, including compliance with the hand-back conditions of the Facility, are to be performed throughout the entire term of the Project Agreement.

To achieve the desired results, CBC/Radio-Canada intends to confer the responsibilities hereinafter set forth upon the Preferred Proponent. CBC/Radio-Canada's preference in the context of completing the Development Project is to transfer all such responsibilities to the Preferred Proponent according to the performance criteria and the terms and conditions to be provided at the time of the Request for Proposals.

## 2.2 Development Project Objectives and Desired Outcomes

CBC/Radio-Canada is undertaking a procurement process for the development of the site that currently houses the Maison de Radio-Canada. The Preferred Proponent would have the opportunity to implement the Development Project ("**Development Project**") which will consist of (i) a public-private partnership arrangement for the purposes of satisfying CBC/Radio-Canada's space needs ("**CBC/Radio-Canada Accommodation Requirements**") and (ii) a site development arrangement for the development of land and infrastructure that are not used to satisfy the CBC/Radio-Canada Accommodation Requirements ("**Development Requirements**"), so that the value of the site development can contribute to lowering CBC/Radio-Canada's overall occupancy or renovation cost. The Development Requirements could include residential, commercial and retail development. The specific Development Project requirements will be described in the RFP.

CBC/Radio-Canada is seeking to procure a private sector counterparty to deliver the CBC/Radio-Canada Accommodation Requirements for the Development Project through a Design-Build-Finance-Maintain ("**DBFM**") arrangement. CBC/Radio-Canada is seeking a partnership that will provide best overall value, meeting all the CBC/Radio-Canada Accommodation Requirements for the Development Project objectives and at the lowest cost of occupancy (whole building cost approach).

With respect to the CBC/Radio-Canada Accommodation Requirements, the Preferred Proponent is expected to take on all design, construction, maintenance and financing responsibilities whether they choose to renovate the existing building or undertake a new construction. During the operating term, in addition to providing maintenance and lifecycle services, the Preferred Proponent is expected to provide the following, without limitation: physical security, emergency management, business continuity management, environmental management and compliance, cleaning, waste management, landscaping, snow removal, parking management, energy management, amongst others.

In principle, CBC/Radio-Canada wishes to retain long-term ownership of that portion of the site that it will require for production purposes. CBC/Radio-Canada will consider proposals whereby it would share production and public performance facilities with other organizations who would like to use the infrastructures, subject to certain preferred access or use conditions in favour of CBC/Radio-

Canada. CBC/Radio-Canada will also consider proposals that involve leasing for the purpose of some or its entire car parking requirements.

As to the Development Requirements, CBC/Radio-Canada will consider a proposal for the outright disposal of any land or existing facilities that a Respondent wishes to develop. The grant of long-term leases will also be considered.

In meeting and achieving the Development Requirements, the Preferred Proponent is to respect the zoning requirements and restrictions set forth in the documents annexed hereto as Appendix F. Any development of the land and infrastructure not used to satisfy the CBC/Radio-Canada Accommodation Requirements is to provide for the complementary and non-competitive use of said land and infrastructure and take into account CBC/Radio-Canada's communication and broadcast needs. In addition, CBC/Radio-Canada will have a right of oversight on any development on said land and infrastructure and may impose restrictions on noise, dust, vibrations and other matters in respect of any proposed construction in the vicinity of its building. The terms and conditions of the requirements for complementary and non-competing use and of the CBC/Radio-Canada's right of oversight and its restrictions on noise, dust, vibrations and other matters will be more fully described in the RFP.

### 2.3 Preliminary Work by CBC/Radio-Canada

An overview of work undertaken on the Development Project to date, and work planned to be completed or undertaken prior to Financial Close is set out below:

- (a) Government Approvals: The Development Project requires Treasury Board approval and the process is underway;
- (b) Municipal approvals and zoning: CBC/Radio-Canada has obtained municipal approvals and zoning from the City of Montreal and has entered into a development agreement with the City of Montreal. Appendix F includes the relevant documents;
- (c) Studies and Reports: CBC/Radio-Canada has commissioned a number of available reports and documents. These include without limitation the following:
  - Phase I - Environmental Assessment Report, which has been completed and which indicates the presence of certain minor contamination caused by the demolition activities on the site in the 1960s. Further investigation in the form of a Phase II and Phase III assessment is underway to determine the specifics thereof;
  - Phase II and Phase III - Environmental Assessment (underway), including preliminary geological survey;
  - Market Survey (residential, commercial and retail) (underway);
  - Preliminary Archaeological Survey (Phase I) (underway); and
  - Site infrastructure plan (underway).

Studies and Reports will be made available in the language in which they are produced at the RFP stage and will be provided for information purposes only.

### 2.4 Contractual Framework

The contractual framework currently envisaged by CBC/Radio-Canada is:

- i. a Project Agreement which covers the CBC/Radio-Canada Accommodation Requirements aspect of the Development Project and
- ii. a Site Development Agreement which covers the Development Requirements aspect of the Development Project.

CBC/Radio-Canada anticipates that the Project Agreement will have a structure and risk profile similar to other "accommodation" type P3 agreements in Canada and that the Site Development Agreement will have a structure similar to development agreements for residential, commercial and

retail development which are typical and market for developments of this size, complexity and location. The necessity of a Master Agreement linking the Project Agreement and the Site Development Agreement is currently being considered and the contractual framework for the Development Project will be more fully described in the RFP.

CBC/Radio-Canada intends to attach a draft Project Agreement to the RFP which will include:

- (a) output specifications for the design, construction and operation to satisfy the CBC/Radio-Canada Accommodations Requirements;
- (b) the scope of services to be provided by Project Co; and
- (c) other commercial terms, including allocation of risk between Project Co and CBC/Radio-Canada.

CBC/Radio-Canada anticipates that there will be commercially confidential meetings during the RFP stage in which comments on, and proposed amendments to the draft Project Agreement will be solicited from Proponents leading to the development of a definitive Project Agreement.

The Site Development Agreement will be provided to the Proponents during the RFP stage once CBC/Radio-Canada has a clearer understanding of each Proponent's orientation in respect of the development of the land and infrastructure not used to satisfy the CBC/Radio-Canada Accommodation Requirements.

## **2.5 Project Co Key Responsibilities related to the CBC/Radio-Canada Accommodation Requirements**

CBC/Radio-Canada anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

- (a) Design. Project Co will be responsible for all aspects of the design of the Facility, the site, the services and the access roads, in compliance with output specifications that will be included in the Project Agreement;
- (b) Construction. Project Co will be responsible for:
  - i. obtaining all permits and approvals, including the municipal approvals necessary for construction of the Facility and amendments to the approved zoning and development agreement that may be required by Project Co's design. Such changes require CBC/Radio-Canada's approval and is to be done in the spirit of the initial intent;
  - ii. providing of utilities and other site services required to support the Facility, including off-site works as required to connect the Facility to existing City or other roads, services and utilities; and
  - iii. renovate or building the Facility
- (c) Equipment. Project Co will be responsible to design the Facility to accommodate identified equipment. The Project Agreement will define Project Co's responsibility to procure, install and maintain certain equipment;
- (d) Finance. Subject to the payments from CBC/Radio-Canada described in Section 2.7(b), Project Co will be required to provide the required financing and funding for the CBC/Radio-Canada Accommodation Requirements aspect of the Development Project;
- (e) Services. During the term of the Project Agreement after occupation of the Facility by CBC/Radio-Canada, Project Co will be required to provide certain services, to be described in more detail in the RFP and the Project Agreement. It is anticipated that such services will include providing maintenance as well as physical security, emergency management, business continuity management, environmental management and compliance, cleaning, waste management, landscaping, snow removal, parking management, energy management amongst others.
- (f) Lifecycle Maintenance. Project Co will be responsible for the lifecycle maintenance of the Facility and defined utilities connected to the Facility to the agreed standards during the term of the Project Agreement.

## **2.6 Project Co Key Responsibilities related to the Development Requirements**

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CBC/Radio-Canada anticipates that the general scope of the Developer's responsibility under the Site Development Agreement will be as follows:

- (a) Ownership. The Developer will purchase or lease the lands on which the development portion of the Development Project is undertaken;
- (b) Design. The Developer will be responsible for all aspects of the design of the development portion of the site, the services and the access roads, subject to reasonable restrictions on the use of the land which will be provided in the RFP and will be included in the Site Development Agreement;
- (c) Construction. The Developer will be responsible for:
  - i. obtaining all permits and approvals, including the municipal approvals necessary for construction of any and all infrastructures on the site and amendments to the approved zoning and development agreement that may be required by the design or the site development plan. Such changes require CBC/Radio-Canada's approval and is to be done in the spirit of the initial intent;
  - ii. provision of utilities and other site services required to support the infrastructures, including off-site works as required to connect any building or other infrastructures to existing City or other roads, services and utilities; and
  - iii. construction of any building or other infrastructures.
- (d) Finance. The Developer will be required to provide the required financing and funding for the Development Requirements aspect of the Development Project.

## 2.7 Key Commercial Terms of the Project Agreement

CBC/Radio-Canada currently expects that the Project Agreement may include some or all of the following key commercial terms.

- (a) Term: The term of the Project Agreement will commence on Financial Close and continue for a minimum of 30 years from the substantial completion date. It is anticipated that construction related to the CBC/Radio-Canada Accommodation Requirements will commence in 2013 and be completed by 2016;
- (b) Payment: Currently CBC/Radio-Canada anticipates making payments to Project Co commencing on the date when the Facility is available for use by CBC/Radio-Canada in accordance with a move-in schedule to be established under the Project Agreement. CBC/Radio-Canada anticipates making monthly payments following the rendering of services. Currently CBC/Radio-Canada does not expect to make periodic payments during the construction phase;
- (c) Payment Deductions: The Project Agreement will permit CBC/Radio-Canada to make deductions from the payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) Risk Allocation: The Project Agreement will allocate risks similar to other accommodation type projects.

CBC/Radio-Canada reserves the right in its sole discretion to amend, alter or change such commercial terms, from time to time, in the RFP and the Project Agreement.

## 2.8 Procurement Process and Project Implementation Overview

The procurement of the Development Project is expected to take place in the following stages:

- (a) Stage 1 – RFQ Stage

The RFQ Stage (the “**RFQ Stage**”) precedes the RFP Stage described in Section 2.8(b) (the “**RFP Stage**”) and is intended to qualify, at the discretion of CBC/Radio-Canada, a maximum of three (3) Respondents, the Qualified Respondents, that are eligible to participate in the RFP Stage. The RFQ Stage is a standalone and independent stage that is complete once the

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Qualified Respondents are selected by CBC/Radio-Canada and all Respondents have received notification from CBC/Radio-Canada as to the results of the RFQ Stage.

(b) Stage 2 – RFP Stage

The RFP Stage is the competitive procurement process that follows the RFQ Stage and is intended to result in the identification of a Preferred Proponent.

(c) Stage 3 – Implementation of the Project Agreement and the Site Development Agreement.

Once Project Co and CBC/Radio-Canada have executed the Project Agreement and the Developer and CBC/Radio-Canada have executed the Site Development Agreement, the Development Project will proceed in accordance with the terms and conditions of said agreements and, as the case may be, the master agreement.

**2.9 Anticipated Procurement Schedule**

- (a) It is anticipated that the procurement of the Development Project will be implemented generally in accordance with the estimated timetable set out below.
- (b) All dates listed below may be subject to change in the discretion of CBC/Radio-Canada. Any change to a date set out below with respect to the RFQ Stage will be issued by addendum by the Contact Person. Any change to any other dates shall be provided only to Proponents and only through the RFP Stage process.

The following table outlines CBC/Radio-Canada's expected milestones and timeline for the Development Project:	
Milestones	Date
Publication of the invitation notice to respond to the RFQ on MERX	April 9th, 2012
Request for a Commercially Confidential Meeting submitted by the Respondent	No later than April 16th, 2012 at 10:00 a.m. (EDT)
Request for a Respondents' Meeting / Site Visit	No later than April 16th, 2012 at 10:00 a.m. (EDT)
Commercially Confidential Meetings (as requested)	From April 18 <sup>th</sup> to April 24 <sup>th</sup> , 2012 inclusively
Respondents' Meeting / MRC Site visit	April 18th, 2012 - 10:00 a.m. until noon (EDT)
Deadline for receipt of Respondents' questions by CBC/Radio-Canada	June 1, 2012
Deadline for CBC/Radio-Canada to send answer to Respondents' questions	June 8, 2012
RFQ Response Deadline	June 15, 2012 at 2:00 p.m. (EDT)
Interview Respondents	Week of June 25, 2012
Inform Respondents on the results of the RFQ process	August 2012
Meetings with RFQ Qualified Respondents at the discretion of CBC/Radio-Canada	September to October 2012
Request for Proposal Issuance	End of October 2012
Expected selection of Preferred Proponent	End of April 2013
Expected Commercial / Financial Close and Commencement of Implementation of Construction	July 2013

**2.10 Contact Person**

The Contact Person for this RFQ is:

Ms. France Binette  
Strategic Sourcing Manager  
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### **3.0 INSTRUCTIONS TO RESPONDENTS**

#### **3.1 Obtaining the RFQ**

- (a) The Respondent is to submit an e-mail to the Contact Person for this RFQ, (see Section 2.10 for complete contact information).
- (b) The Respondent is to include the contact information of the person in its organization who shall be the sole contact for the purpose of this RFQ, as follows:
  - i. Legal Name of Respondent;
  - ii. Name of Contact;
  - iii. Title;
  - iv. Address (Street, City, Province/State, Country, Postal Code);
  - v. Telephone Number;
  - vi. E-mail Address;
- (c) If the Respondent obtains this RFQ in some way other than as provided for above, the Respondent is solely responsible to ensure that it has received all communications issued by CBC/Radio-Canada, and a failure to obtain any such communication is at the sole and absolute risk of the Respondent.

#### **3.2 Respondents Registration Form and Non-Disclosure Agreement**

Respondents are required to complete the Respondent Registration Form (Appendix A-1) sign the Confidentiality and Non-Disclosure Agreement, using the form attached in Appendix A-2, that will apply to the Competitive Selection Process and return them to the attention of the Contact Person by email to the email address included in Section 2.10. All Respondents are to complete a Respondent Registration Form.

Execution and delivery of the Respondent Registration Form and the Confidentiality and Non-Disclosure Agreement are required in order for a Respondent to be entitled to receive any further communication, including Addenda, from CBC/Radio-Canada and to submit a Response.

#### **3.3 Response Form and Content**

Responses shall be in the form and follow the outline described in Appendix B, Section 1, Response Guidelines and Evaluation Criteria. The content of the Response is to include information in respect of each of the matters to be considered and addressed as described in Section 3 of Appendix B that is sufficiently comprehensive to enable CBC/Radio-Canada to evaluate the Response using the Evaluation Criteria as outlined in Appendix B.

#### **3.4 Mandatory Requirements**

La Maison de Radio Canada (MRC) Development Project  
RFQ No RE\_MRC20120409

Each Response:

- (a) must be delivered by hand or courier delivery addressed to the attention of the Contact Person and received at the Response Location on or before the Response Deadline. Responses received after the Response Deadline will not be considered and will be returned unopened. The designated calendar and clock at the Response Location, whether accurate or not, will govern the delivery of any and all Responses;
- (b) must contain a signed Response Declaration Form (Appendix C);
- (c) must contain completed Relationship Disclosure Forms (Appendix D), required under Section 5.11 of this RFQ; and
- (d) must be submitted in original print form, and may not be submitted by facsimile or email.

Any Response that fails to meet the mandatory requirements set forth in items (a) and (d) will be considered inadmissible and will be automatically rejected.

With the exception of the Mandatory requirements in sub-section a) and d), an omission or error in connection with the requirements or mandatory requirement in the RFQ will not lead to the automatic rejection of the Response concerned, provided the Respondent remedies the error or omission to CBC/Radio-Canada's satisfaction within the time determined by the CBC/Radio-Canada, which must be at least two (2) business days following the date on which the Respondent receives a written request to that effect from the Contact Person.

### 3.5 Receipt of Complete RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ. By submitting a Response each Respondent represents that the Respondent has verified receipt of a complete RFQ and that the Respondent has accepted and understood the complete RFQ. Each and every Response is deemed to be made on the basis of the complete RFQ, including all Addenda.

### 3.6 Questions/Clarifications

All enquiries regarding any aspect of this RFQ shall be clearly marked "**MRC Development Project Question**" and the following will apply to any enquiry:

- (a) Respondents may make inquiries only by submitting questions or requests for clarification, using the form included in Appendix G to the Contact Person by e-mail, no later than the date and time set out in Section 2.9. Questions submitted to anyone other than the Contact Person or by any means other than e-mail will not be answered. Questions received after the date and time indicated in Section 2.9 may not receive a response.
- (b) Any Respondent that has questions as to the meaning of any part of this RFQ or the Development Project, or who believes that the RFQ contains any error, inconsistency or omission, is to submit its questions or its concern, in writing, to the Contact Person. Subject to paragraphs (c) and (d) below, CBC/Radio-Canada is to provide all submitted questions or requests for clarification (if answered), without expressly identifying the originator, along with CBC/Radio-Canada's answers thereto, to all prospective Respondents. CBC/Radio-Canada will not answer Respondent questions that are not submitted in accordance with Section 3.6(a).
- (c) Any responses will be in writing. CBC/Radio-Canada may, but is not obliged to, respond to questions from Respondents.
- (d) Respondent may, if it considers its question to relate to commercially sensitive matters, request that the enquiry be kept confidential, by clearly marking the question "Commercial in Confidence". CBC/Radio-Canada may, in its discretion, respond to the question on a confidential basis.
- (e) If CBC/Radio-Canada considers, in its discretion, including for purposes of fairness in the Competitive Selection Process, that CBC/Radio-Canada should not respond to an enquiry on a confidential basis, CBC/Radio-Canada will notify the Respondent who submitted the question marked Commercial in Confidence in writing and specify the time period within which the Respondent may withdraw its question. If the Respondent does not withdraw the question

within the time specified, then CBC/Radio-Canada in its discretion may provide the response to the question to all Respondents.

- (f) Despite any other term of this RFQ, and despite any matter being identified as “Commercial in Confidence”, CBC/Radio-Canada may issue a letter of clarification, Addendum or other response to all Respondents, if CBC/Radio-Canada in its discretion, considers that the matter should in fairness be brought to the attention of all Respondents.
- (g) Any oral or written response provided by CBC/Radio-Canada or their Representatives in connection with this RFQ will neither be binding on CBC/Radio-Canada nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than an addendum issued in accordance with Section 3.9.

### 3.7 **No Unauthorized Contact**

All communication on matters related to the Development Project or the Competitive Selection Process shall be directed in writing to the Contact Person. Respondents and/or any other interested parties shall not attempt to, or actually, communicate directly or indirectly on matters related to the Development Project or the Competitive Selection Process with any representative of any Restricted Party, or CBC/Radio-Canada, elected officials, or any other government employees who are involved in the Development Project or the Competitive Selection Process.

Information offered or otherwise obtained from any source other than the Contact Person is not official, may be inaccurate, shall not be relied on or otherwise used in any way, by a Respondent or by any person or firm, for any purpose, and will not be binding on CBC/Radio-Canada.

### 3.8 **Communication**

CBC/Radio-Canada does not assume any risk, responsibility or liability whatsoever and makes no guarantee, warranty or representation whatsoever including as to:

- (a) the timeliness, completeness, effectiveness or condition upon delivery or receipt of any communication, enquiry, response, information or other documentation, including this RFQ, any and all Addenda to this RFQ, any Request for Information and any Responses or revisions, from, to or by any Person including any Respondent or CBC/Radio-Canada, whether delivered by email, by hand or courier delivery; and
- (b) the working order, functioning or malfunctioning or capacity of any electronic email or information system or medium.

All permitted email communications or delivery of documents relating to this RFQ will be considered for all purposes to have been received by CBC/Radio-Canada on the dates and at the times indicated on CBC/Radio-Canada's electronic equipment.

Each part of this RFQ, any and all Addenda to this RFQ and any other communications, responses or other documentation delivered by or on behalf of CBC/Radio-Canada will be considered validly delivered to and received by the intended recipient, including any Respondent, at the time that the RFQ, such Addenda or such other communication, response or other documentation, as the case may be, is issued by electronic email to the email address designated by the Respondent as the email address for receipt of information in connection with this RFQ.

### 3.9 **Amendments to the RFQ**



Written Addenda are the only means of amending or clarifying this RFQ. Only CBC/Radio-Canada is authorized to amend or clarify this RFQ by issuing an Addendum. CBC/Radio-Canada may, in its absolute discretion, amend or clarify the terms or contents of this RFQ before the Response Deadline. CBC/Radio-Canada will send a notice to all parties who have delivered a completed Respondent Registration Form and Confidentiality and Non Disclosure Agreement when an Addendum has been issued.

**3.10 Inconsistency between Paper and Electronic Form**

In the event of a conflict or inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the applicable document as issued by the Respondents pursuant to this RFQ will govern and take precedence.

**3.11 Revisions Prior to the Response Deadline**

Respondents may make changes to, or may withdraw their Responses (“**Revisions**”) after the submission of their Responses on the condition that all Revisions is to:

- (a) be submitted in original print form and clearly marked “Revision to CBC/Radio-Canada MRC Development Project Response of (Respondent’s name)”;
- (b) clearly indicate the changes made with every page numbered or the withdrawal of the Response, as the case may be; and
- (c) be delivered by hand or courier delivery and received at the Response Location on or before the Response Deadline.

The designated calendar and clock at the Response Location, whether accurate or not, will govern the delivery of any and all Revisions. Revisions received after the Response Deadline will not be considered and will be returned unopened.

**3.12 Compensation for Participation in Competitive Selection Process**

CBC/Radio-Canada:

- (a) will not provide any compensation to Respondents for participating in this RFQ Stage of the Competitive Selection Process; and
- (b) intends to offer an honorarium in an amount to be determined to each unsuccessful Proponent participating in the RFP Stage of the Competitive Selection Process. The terms and conditions for payment of an honorarium and details with respect to eligibility for payment, amount and timing of payment will be set out in the RFP.

**3.13 Respondents’ Meeting / Site Visit**

- (a) CBC/Radio-Canada has elected to hold an optional meeting for prospective Respondents (the “Respondents’ Meeting”). The date, time and location of the meeting are set out in Section 2.9 of this RFQ. The purpose of the Respondents’ Meeting shall be to provide further information about the Development Project and procurement process and may respond to any immediate questions that Respondents may have.
- (b) Respondents are hereby asked to provide to the Contact Person, by e-mail, a written list of the proposed attendees for the Respondents’ Meeting (including individual name, title and firm name) no later than April 16, 2012 at 10:00 a.m (EDT). The number of attendees per Respondent is limited to five (5).

**3.14 Project Information and Commercially Confidential Meetings**

- (a) CBC/Radio-Canada may elect to provide the Qualified Respondents with certain commercial and financial terms of the Development Project (“Project Information”) after the RFQ Stage has closed but before issuance of the Request for Proposals (“RFP”). Such Project Information is

intended to advance the readiness of the Qualified Respondents to proceed to the RFP Stage. CBC/Radio Canada may also elect to hold consultations, inter alia, on the structure of the Development Project with the Qualified Respondents before the launching of the RFP, such consultations to be conducted according to the provisions applicable to commercially confidential meetings, mutatis mutandis. CBC/Radio Canada also reserves the right, during that period, to allow Qualified Respondents to visit the site and conduct specific surveys or tests.

- (b) During the RFQ Stage CBC/Radio-Canada may also convene, or the Respondents may request that CBC/Radio-Canada convene, commercially confidential meetings with the Respondents to discuss the RFQ process and any Project Information which may be released by CBC/Radio-Canada. Any such commercially confidential meetings shall:
  - i. be bilateral meetings between CBC/Radio-Canada and their representatives and advisors and individual Respondents and their representatives and advisors;
  - ii. be noted in Section 2.9 if pre-planned, or by way of Addendum, together with the location and time for same, or will be arranged ad-hoc where deemed necessary by the Respondent or upon request of a Respondent;
  - iii. if requested by a Respondent, be held at the sole discretion of CBC/Radio-Canada and shall be offered only to the requesting Respondent; and
  - iv. These CCM will be limited to five (5) Respondent attendees for a maximum of one (1) hour.
- (c) No statement, consent, waiver, acceptance, approval or anything else said or done in any commercially confidential meetings by CBC/Radio-Canada or any of their respective advisors, employees or representatives shall be binding on CBC/Radio-Canada or relied on in any way by the Respondents or their advisors.
- (d) If CBC/Radio-Canada holds commercially confidential meetings, the Fairness Monitor may be present during some or all of those meetings.

#### **4.0 EVALUATION**

##### **4.1 Evaluation Committee**

The evaluation of Responses will be carried out by a committee whose members will be appointed by CBC/Radio-Canada (the “**Evaluation Committee**”). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors and employees of CBC/Radio-Canada, or external expertise. CBC/Radio-Canada expects the Evaluation Committee to include representatives of CBC/Radio-Canada. CBC/Radio-Canada in its sole discretion will determine who will be invited to participate in the RFP stage of the Competitive Selection Process.

Following the evaluation process, the Evaluation Committee’s recommendation will be submitted to the Board of Directors of CBC/Radio-Canada for approval. Results of this RFQ will then be communicated as per Section 4.3.

It is to be noted that realization of the Development Project remains conditional to obtaining all government approvals that may be required, including Treasury Board approval.

##### **4.2 Evaluation and Selection Process**

To assist in evaluation of the Responses, CBC/Radio-Canada may, in its sole and absolute discretion:

- (a) conduct reference checks relevant to the Development Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and the Key Individuals, whether contained in the Response or not, and to

- conduct any background investigations and/or security checks that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such references and background investigations and/or security checks;
- (b) request meetings/interviews with any, some, or all Respondents to clarify any questions and/or considerations based on the information included in Responses during the evaluation process provided that, in the opinion of CBC/Radio-Canada, no unfair advantage is given to one or more Respondents. The Evaluation Committee is not required to request or permit meetings. The Evaluation Committee will take into consideration the information provided during the meeting/interview. These meetings/interviews may be conducted in person or via phone or video conference;
  - (c) in carrying out any Response evaluations and related activities, inquiries, reviews and checks, in confidence obtain and rely on technical, financial, legal and other input, advice and direction from government and private sector advisors and consultants;
  - (d) seek clarification, rectification or more complete, supplementary or additional information or documentation from any Respondent or in connection with any Response, any Respondent, any Respondent Team composition or any Respondent Team Member if CBC/Radio-Canada considers that a Response or any part of a Response requires clarification, rectification or more complete, supplementary or additional information or documentation or contains an alteration, qualification, omission, inaccuracy or misstatement or for any reason is not responsive to any provisions of this RFQ; and
  - (e) in evaluating any Response, rely on, consider or disregard any irrelevant or relevant information and documentation, including any clarification, rectification or more complete, supplementary or additional information or documentation, as the case may be, contemplated in Sections 4.2(a) to (d) or otherwise obtained from any other source CBC/Radio-Canada in its discretion considers appropriate. CBC/Radio-Canada may also include in the evaluation of any Response consideration of any additional documents and information submitted pursuant to this RFQ and advice and input from CBC/Radio-Canada's government and private sector advisors and consultants.

Without limiting any other provision of this RFQ, CBC/Radio-Canada in its discretion may at any time decline to evaluate or cease evaluation of any Response for any reason considered appropriate by CBC/Radio-Canada in its discretion, including if CBC/Radio-Canada in its discretion:

- (a) considers the Response to be incomplete;
- (b) after reviewing the information submitted in the Response relating to the requirements set out in Appendix B, considers that the information submitted is insufficient to demonstrate to the satisfaction of CBC/Radio-Canada, in its discretion, that the Respondent has the ability to raise sufficient capital to finance completion of the Development Project and that the Respondent and each other Respondent Team Member (other than Key Individuals) is financially viable and has the financial capacity to fulfill its obligations in respect of the Development Project; or
- (c) considers that the Respondent or Response, as compared to all the Respondents and Responses, is not in contention to be qualified.

CBC/Radio-Canada in its discretion may disregard any experience, capacity or other information contained in any Response that is not verifiable to the satisfaction of, in its discretion, or that otherwise is not responsive to any provision of this RFQ.

#### 4.3 **Notification of Success**

CBC/Radio-Canada will notify Respondents of the results of this RFQ by sending a written notice to the Respondent's Representative.

#### 4.4 **Debriefing**

After announcement of the Qualified Respondents, CBC/Radio-Canada will conduct a debriefing for any of the successful and unsuccessful Respondents upon request. In a debriefing, CBC/Radio-Canada will discuss the strengths and weaknesses of that Respondent's Response, but CBC/Radio-Canada will not disclose or discuss any information of another Respondent. CBC/Radio-Canada will attempt to schedule a debriefing session within 30 days of the receipt of a request.

#### **4.5 Evaluation Criteria**

The Evaluation Committee will evaluate Responses by reviewing and scoring the information provided in each Respondent's Response against the criteria outlined in this RFQ document.

Subject to required approvals as per Section 4.1, up to three (3) Respondents, who are compliant and who have obtained the highest score based on the published Evaluation Criteria, will be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposal ("RFP") stage.

#### **4.6 Respondents and Changes to Respondent Team**

##### **4.6.1 Changes to Respondents and Respondent Teams**

Each Person added to a Respondent, its Respondent Team or any of its Respondent Team Members at any time is to promptly enter into a Confidentiality and Non-Disclosure Agreement in the form attached as Appendix A-2, and send it by email to the email address of the Contact Person mentioned in Section 2.10.

Changes to a Respondent or its Respondent Team or any of the Respondent Team Members may not be made between the time its Response is filed and the time of the announcement of the Qualified Respondents.

CBC/Radio-Canada intends to issue the RFP only to the entities that have been qualified under this RFQ. After the announcement of the Qualified Respondents and up to the time of launching the RFP, Changes to a Qualified Respondent or its Respondent Team or any of its Respondent Team Members may only be made for reasons beyond the control of the Qualified Respondent and with the express written consent of CBC/Radio-Canada. If for any reason such a Change occurs or a Respondent has knowledge that such a Change is likely to occur, the Qualified Respondent is to promptly deliver a written request to CBC/Radio-Canada for its consent to the Change.

The Qualified Respondent will include in such written request a comprehensive description of the Change, the reason for the Change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities of the Persons involved in the Change, to enable CBC/Radio-Canada to consider in its discretion whether the Change, if consented to by CBC/Radio-Canada, will result in the Qualified Respondent and its Respondent Team, considered separately and as a whole, meeting or exceeding the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Qualified Respondent and its Respondent Team, considered separately and as a whole, before the Change.

The Qualified Respondent will provide such further information and documentation as CBC/Radio-Canada may request for the purpose of considering any such request for consent to a Change, and any such request for consent to a Change and any additional information and documentation so provided may in the discretion of CBC/Radio-Canada be considered and taken into account in considering a Qualified Respondent's eligibility to continue in the Competitive Selection Process.

CBC/Radio-Canada in its discretion may by written notice consent or decline to consent to any Change. Any consent of CBC/Radio-Canada may be on and subject to such terms and conditions as CBC/Radio-Canada in its discretion may consider appropriate. CBC/Radio-Canada's discretion to

give approval for Changes to a Qualified Respondent or its Respondent Team or any of its Respondent Team Members, includes discretion to approve requests for Changes to the legal relationship between such members of a Respondent Team such as the creation of a new joint venture or other legal entity that will take the place of the Qualified Respondent.

Each Person added to the Qualified Respondent, its Respondent Team or any of its Respondent Team Members following approval of a Change by CBC/Radio-Canada, is to promptly enter into a Confidentiality and Non-Disclosure Agreement in the form attached as Appendix A-2, and send it by email to the email address of the Contact Person mentioned in Section 2.10.

Any Change made in violation of the provisions of this Section 4.6.1 may lead to the disqualification of a Qualified Respondent.

#### **4.6.2 Changes to Proponents and Proponent Teams**

Changes to a Proponent or its Proponent Team or any of its Proponent Team Members may only be made with the express written consent of CBC/Radio-Canada. If for any reason such a Change occurs or a Proponent wishes to make or requires that such a Change be made or has knowledge that such a Change is likely to occur, the Proponent is to promptly deliver a written request to CBC/Radio-Canada for its consent to the Change.

The Proponent will include in such written request a comprehensive description of the Change, the reason for the Change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualifications and abilities of the Persons involved in the Change, to enable CBC/Radio-Canada to consider in its discretion whether the Change, if consented to CBC/Radio-Canada, will result in the Proponent and its Proponent Team, considered separately and as a whole, meeting or exceeding the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Proponent and its Proponent Team, considered separately and as a whole, before the Change.

The Proponent will provide such further information and documentation as CBC/Radio-Canada may request for the purpose of considering any such request for consent to a Change.

CBC/Radio-Canada in its discretion may by written notice consent or decline to consent to any Change. Any consent of CBC/Radio-Canada may be on and subject to such terms and conditions as CBC/Radio-Canada in its discretion may consider appropriate. The extent of CBC/Radio-Canada's discretion and the terms and conditions for its consent will be detailed in the RFP.

CBC/Radio-Canada expressly reserves the right to amend, alter or change the provisions in respect of Changes to a Proponent or its Proponent Team or any of its Proponent Team Members in the RFP.

### **5.0 RFQ GENERAL TERMS AND CONDITIONS**

#### **5.1 No Obligation to Proceed**

This RFQ does not commit CBC/Radio-Canada in any way to proceed to an RFP stage, award a contract or proceed with the Development Project and CBC/Radio-Canada is entitled at any time to exercise any reserved rights described in section 5.8 to terminate the Competitive Selection Process and proceed with the Development Project, in whole or in part, in the same or some other manner, including reissuing the same or a different RFQ in relation to the Development Project. This RFQ does not constitute an offer to enter, or obligate CBC/Radio-Canada to enter, into a contract with any person and is not intended to create any binding contract, often referred to as Contract "A".

#### **5.2 Ownership of Responses**

All Responses submitted to CBC/Radio-Canada become the property of CBC/Radio-Canada. They will be received and held in confidence by CBC/Radio-Canada, subject to the provisions of the Access to Information Act ("ATI") and this RFQ.

**5.3 Access to Information Act**

CBC/Radio-Canada is subject to the Access to Information Act (Canada R.S. 1985, c. A-1, the "Act"), and any information or other records submitted by the Respondents to CBC/Radio-Canada during this RFQ process are subject to the Act and CBC/Radio-Canada's Privacy Policy (see <http://www.cbc.ca/aboutcbc/discover/privacy.html>).

Each Respondent is responsible for ensuring that in preparing and submitting its Response it has complied with all Applicable Laws and regulations, including by obtaining from each Person any required consents and authorizations to the collection of information relating to such Person and to the submission of such information to CBC/Radio-Canada and the use, distribution and disclosure of such information as part of the Response for the purposes of or in connection with this RFQ and the Competitive Selection Process.

**5.4 Confidentiality of Information**

Non-public information pertaining to CBC/Radio-Canada or the Development Project, which is obtained by the Respondent as a result of participation in this RFQ is confidential, and is not to be disclosed without written authorization from CBC/Radio-Canada. Persons who submit a Respondent Registration Form (Appendix A-1) are required to execute a Confidentiality and Non-Disclosure Agreement in the form of Appendix A-2 and submit same concurrently with the Respondent Registration Form.

**5.5 No Representation or Warranty**

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition related to this RFQ. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, study, report or information made or given by CBC/Radio-Canada, the Contact Person or any advisor to CBC/Radio-Canada, other than the information contained in this RFQ, as amended from time to time. CBC/Radio-Canada makes no representation or warranty, express or implied, in fact or in law, or has any liability or responsibility whatsoever with respect to the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in this RFQ or any Addenda, appendices, data, materials, or documents contained in this RFQ or disclosed or provided pursuant to this RFQ. Each Respondent is responsible for obtaining its own independent legal, financial, engineering and other technical advice. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume and does assume all risks affecting the Development Project, except as otherwise specifically stated in this RFQ. CBC/Radio-Canada, and without exclusion, CBC/Radio-Canada, accepts no responsibility for any Respondent lacking any information.

Responses are to be prepared and submitted solely on the basis of information independently obtained and verified by each Respondent, and on the basis of the Respondent's independent investigations, examinations, knowledge, analysis, interpretation and judgment, rather than in reliance of information provided in or pursuant to or in connection with this RFQ or on the Respondent's analysis or interpretation of such information.

**5.6 Cost of Preparing the Response**

Each Respondent is solely responsible for all costs and expenses it incurs in the preparation of its Response to this RFQ, including costs of providing information requested by CBC/Radio-Canada, attendance at meetings and conducting due diligence.

#### 5.7 **Limitation of Damages**

Each Respondent by submitting a Response understands and agrees that:

- (a) the Respondent will not have any Claim for compensation of any kind whatsoever against CBC/Radio-Canada or any of its employees, advisors or representatives as a result of participating in this RFQ, and by submitting a Response the Respondent will be deemed to have understood and agreed that it has no Claim;
- (b) if any or all Responses are rejected or Disqualified, or the Development Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Development Project or modification of the RFQ or both), neither CBC/Radio-Canada nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter; and
- (c) the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is rejected or Disqualified or is not successful in being qualified in the Competitive Selection Process or for any other reason.

#### 5.8 **Reservation of Rights**

CBC/Radio-Canada reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope, schedule, or details of the Development Project, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFQ, the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as determined in accordance with this RFQ;
- (c) waive any material or non-material deficiency or failure to comply with the requirements of this RFQ;
- (d) not accept or evaluate any or all Responses including any non-compliant Response;
- (e) reject or Disqualify all or any Responses without any obligation, compensation or reimbursement to any Respondent or any of its Respondent Team Members;
- (f) Disqualify any Respondent or Respondent for non-compliance with any provision of this RFQ or any requirements of the Competitive Selection Process;
- (g) re-advertise for new responses, call for tenders, or enter into negotiations for this Development Project or for work of a similar nature following termination of this RFQ;
- (h) amend any terms and conditions of this RFQ and of the business opportunity described in this RFQ including severing any portion of this RFQ;
- (i) change the dates, schedule, deadlines, process and requirements described in this RFQ;
- (j) prior to the issuance of the RFP documents, replace a Qualified Respondent that has informed CBC/Radio-Canada that it does not intend to participate in the RFP Stage by inviting another Respondent, based on its ranking in this RFQ Stage, to be added to the list of Qualified Respondents who will participate in the RFP Stage, if in the opinion of CBC/Radio-Canada it will serve the interest of the Development Project to do so; and
- (k) if a Qualified Respondent is for any reason unable or unwilling to proceed or is Disqualified, invite any other Respondent that is willing to participate as a Qualified Respondent, based on the ranking of such other Respondent(s) according to the evaluation criteria, to proceed to the next stage of the Competitive Selection Process and request additional or updated submissions, or seek clarification or confirmation, from any Respondent in connection with its Response; in each case without incurring any liability for costs and damages incurred by any Respondent.

## 5.9 **Disclosure and Transparency**

CBC/Radio-Canada is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist CBC/Radio-Canada in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour, in the manner described in this section.

CBC/Radio-Canada may disclose the following information during this stage of the Competitive Selection Process:

- (a) the RFQ document;
- (b) the number of Respondents; and
- (c) the names of Qualified Respondents and Respondent's Team Members.

To ensure that all public information generated about the Development Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, all public information generated in relation to the Development Project, including communications with the media and the public, is to be coordinated with, and is subject to prior approval of CBC/Radio-Canada which may be unreasonably withheld.

Respondents will notify CBC/Radio-Canada through the Contact Person of requests for information or interviews from the media.

Respondents will ensure all of the Respondent Team Members and others associated with the Respondent also comply with these requirements.

## 5.10 **No Collusion**

Respondents and their Respondent Team Members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team Members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

By submitting a Response, a Respondent on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent and Respondent Team, represents, warrants and confirms to CBC/Radio-Canada, with the knowledge and intention that CBC/Radio-Canada will rely on such representation, warranty, and confirmation, that its Response has been prepared and submitted without collusion or fraud, or in violation of any Applicable Law, and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

## 5.11 **Relationship Disclosure**

Without limiting any other term of this RFQ, CBC/Radio-Canada may in its sole discretion Disqualify any Respondent that in CBC/Radio-Canada's opinion has an actual conflict of interest or unfair advantage or has a relationship that has the potential for a conflict of interest to occur.

Each Respondent, including each member of the Respondent Team, and all other firm, corporation and individual members of the Respondent Team, must fully disclose all relationships they may have with CBC/Radio-Canada, any Restricted Party, or any other Person providing advice or services to CBC/Radio-Canada with respect to the Development Project:

- (a) by submission of the completed Relationship Disclosure Form with its Response; and
- (b) thereafter during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.



At the time of such disclosure, the Respondent shall include any information and documentation that demonstrates appropriate measures have been or will be implemented to mitigate, minimize or eliminate the actual or potential conflict of interest or unfair advantage, as applicable. The Respondent shall provide such additional information and documentation and implement such additional measures as CBC/Radio-Canada may require in its sole discretion in connection with CBC/Radio-Canada's consideration of the disclosed relationship and proposed measures.

#### **5.12 Restricted Parties**

A Restricted Party is a Person including any firm or organization (including any former and current employees) who:

- (a) had, or currently has, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Development Project; and
- (b) may provide a material unfair advantage or material confidential information to any Respondent that is not, or would not reasonably be expected to be, available to other Respondents.

At this RFQ Stage, CBC/Radio-Canada has identified the following firms or organizations as Restricted Parties:

- (a) Alcide Fournier (Fairness Monitor);
- (b) Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.;;
- (c) P1 Consulting;
- (d) Cargo Gestion de Projet / Cargo Project Management;
- (e) GC Environnement Inc.
- (f) LVM Inc.
- (g) Raymond Chabot Grant Thornton Infrastructure Inc.
- (h) Legico CHP (Cost estimator)

This is not an exhaustive list of Restricted Parties. Additional persons, firms, or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum. Without limiting Section 5.7, neither CBC/Radio-Canada nor any of its employees, advisors or representatives is liable to any Respondent for any Claims, whether for preparation costs of the RFQ, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Restricted Parties in any Response for the Competitive Selection Process.

#### **5.13 Use or Inclusion of Restricted Parties.**

Each Respondent is responsible to ensure that neither the Respondent nor any member of the Respondent Team uses, consults or seeks advice from any Restricted Party, or includes any Restricted Party in the Respondent Team. CBC/Radio-Canada will not be liable for any failure by a Respondent to verify that it has not breached this section. CBC/Radio-Canada may, in its sole discretion, Disqualify a Respondent or impose such conditions on the Respondent's continued participation in the Competitive Selection Process as CBC/Radio-Canada may consider being in the public interest or otherwise appropriate, if the Respondent uses or includes a Restricted Party in the Respondent Team:

- (a) to advise or otherwise assist the Respondent in connection with the Respondent's participation in the Competitive Selection Process, including in connection with the Respondent's preparation of its Response; or
- (b) as an employee, advisor or consultant to the Respondent or a Respondent Team member.

#### **5.14 Exclusivity**

A Person, firm or organization may only participate as a member of one Respondent Team as a Prime Member, Equity Member, or as a Key Individual. Failure to adhere to this provision will result in Disqualification. For the avoidance of doubt, the foregoing provision shall not apply to financial institutions involved in providing debt financing or bond financing as the case may be.

#### 5.15 **Request for Advance Rulings**

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is or may be a Restricted Party or becomes aware of circumstances that may constitute or give rise to an actual, potential or perceived conflict of interest or unfair advantage, is to request an advance ruling in accordance with this Section through the following process:

To request an advance ruling, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Response Deadline by email, hand or courier delivery, the following information:

- (a) names and contact information of the Respondent and the person or firm for which the advance ruling is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair advantage; and
- (d) copies of any relevant documentation.

Subject to Section 5.3, all requests for advance rulings will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

CBC/Radio-Canada may seek whatever advice it deems necessary to assist in connection with the foregoing, including without limitation, requesting advance rulings.

#### 5.16 **Fairness Monitor**

CBC/Radio-Canada will appoint a Fairness Monitor to monitor the procurement process. The Fairness Monitor will provide a written report to CBC/Radio-Canada at the end of the Competitive Selection Process.

The Fairness Monitor will be:

- (a) provided full access to all documents and information related to the evaluation processes under this RFQ which the Fairness Monitor decides is required; and
- (b) kept fully informed by CBC/Radio-Canada of all documents and activities associated with this RFQ.

#### 5.17 **No Lobbying**

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Development Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such activity, CBC/Radio-Canada, at its sole and absolute discretion, may at any time, but is not required to, reject any Response by that Respondent without further consideration, and either terminate that Respondent's right to continue participating in the RFQ Stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Respondent's continued participation in the procurement stage as CBC/Radio-Canada, at its sole discretion, may consider in the public interest or otherwise appropriate.

No member of the House of Commons may have an interest of any kind in this RFQ, the Competitive Selection Process or any agreement stemming therefrom or to any benefit to arise therefrom.

5.18 **No Recourse**

No recourse may be instituted against CBC/Radio-Canada, or against its employees, mandataries, representatives, advisors or experts on any ground that may arise from the preparation, reception, admissibility or selection of a Response or from the Competitive Selection Process.

5.19 **Language of Procurement Process**

Respondents should submit their Response to this RFQ in French or English. All meetings, discussions and correspondence will be in French or in English.

6.0 **DEFINITIONS**

In this RFQ and the Appendices hereto:

**Addenda** or **um** means each and every written document expressly identified as Addenda and issued by CBC/Radio-Canada for the purpose of amending or clarifying this RFQ;

**ATI** is defined in Section 5.2 and means the Access to Information Act, R.S., 1985, c.A-1;

**Applicable Law** means the laws of the Province of Quebec and the laws of Canada applicable therein;

**CBC/Radio-Canada Accommodation Requirements** is defined in Section 2.2 and includes the design, construction, financing, testing, commissioning and maintenance (including life cycle refurbishment) of the facility, services for the Facility, all other works and equipment ancillary to the Facility in accordance with the Project Agreement;

**CBC/Radio-Canada** means the legal entity created by an Act of Parliament on November 2, 1936, and is currently governed by the 1991 Broadcasting Act. CBC/Radio-Canada is accountable to the Parliament of Canada through the Minister of Canadian Heritage.

**CBC/Radio-Canada Accommodation Requirements** has the meaning ascribed to it in Section 2.2;

**Change** includes, in respect of a Respondent or Respondent Team or Respondent Team Member, or in respect of a Proponent or Proponent Team or Proponent Team Member, a change in ownership (including by way of shareholdings, ownership of interests or units in a general or limited partnership or otherwise) or control or a redesignation, modification, removal, replacement, reorganization, addition, assignment or substitution of or in respect of any of them, and "Changed" has a corresponding meaning

**Claim(s)** includes claims, actions, proceedings, causes of action, suits, debts, dues, accounts, bonds, warranties, claims over, indemnities, covenants, contracts, losses (including indirect and consequential losses), damages, remuneration, compensation, costs, expenses, grievances, executions, judgments, obligations, liabilities (including those relating to or arising out of loss of opportunity or loss of anticipated profit), rights and demands whatsoever, whether actual, pending, contingent or potential, whether express or implied, whether present or future and whether known or unknown, and all related costs and expenses, including legal fees on a full indemnity basis, howsoever arising, including pursuant to law, equity, contract, tort, statutory or common law duty, or to any actual or implied duty of good faith or actual or implied duty of fairness, or otherwise;

**Competitive Selection Process** means the overall process for the selection of a Preferred Proponent for the Development Project including the RFQ;

**Confidentiality and Non Disclosure Agreement** means the form in Appendix A-2;

**Contact Person** means the person identified as such in Section 2.10 of this RFQ, or any substitute or alternative individual, from time to time, identified by Addendum to the RFQ;

**DBFM** means design, build, finance and maintain project;

**Developer** means the person established by the Preferred Proponent to enter into the Site Development Agreement;

**Development Project** has the meaning ascribed to it in Section 2.2;

**Development Requirements** has the meaning ascribed to it in Section 2.2;

**Disqualification** or **Disqualified** or **Disqualify** means exclusion of a Response from a Respondent by CBC/Radio-Canada from the Competitive Selection Process;

**Equity Member** of a Respondent means a Person who will have an ownership or equity interest in the Development Project, as described in the Response;

**Evaluation Committee** means the evaluation committee whose members are appointed by CBC/Radio-Canada to evaluate Responses;

**Evaluation Criteria** means the criteria set out in Section 2.1 of Appendix B;

**Facility** means a facility that meets the CBC/Radio-Canada Accommodation Requirements;

**Fairness Monitor** means the person described in Section 5.16;

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

**Key Individuals** of a Respondent means the specific persons, exclusive to the Respondent, filling the following roles (or equivalent):

- Project Co Project Director
- Project Manager
- Design Manager
- Development Manager
- Construction Manager
- Site Supervisor
- Operations Manager
- Financing Lead Manager
- Lead Architect
- Senior Planner
- Lead Structural Engineer
- Lead Mechanical Engineer
- Lead Electrical Engineer
- Lead Acoustics Manager

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

**Person** means an individual, corporation, joint venture, partnership, consortium or other legal entity;

**Preferred Proponent** means the Proponent selected by CBC/Radio-Canada during the RFP stage of the Competitive Selection Process to negotiate with CBC/Radio-Canada with a view to entering into the Project Agreement; the Site Development Agreement and master agreement (if applicable);

**Prime Member** of a Respondent means a Person, exclusive to one Respondent, who has a role which involves:

- 10% or more of the construction activity in respect of the CBC/Radio-Canada Accommodation Requirements;
- 25% or more of the design activity;

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- 25% or more of the facility management activity including Services;
- 10% or more of the construction activity in respect of the Development Requirements; or
- 10% or more of the development activity.

**Project Agreement** means the agreement to be entered into between CBC/Radio-Canada and Project Co under which Project Co will agree to implement the CBC/Radio-Canada Accommodation Requirements aspect of the Development Project;

**Project Co** means the Person established by the Preferred Proponent to enter into the Project Agreement;

**Project Information** has the meaning ascribed to it in Section 3.14;

**Proponent** means a Qualified Respondent, as the Proponent may be changed from time to time in accordance with and subject to the provisions of the RFP;

**Qualified Respondents** means the Respondents (if any) designated by CBC/Radio-Canada as Qualified Respondents pursuant to this RFQ;

**Relationship Disclosure Form** means the form in Appendix D;

**Request for Proposals** or **RFP** means the request for proposals which may be issued by CBC/Radio-Canada as a stage of the Competitive Selection Process, including all volumes, appendices and attachments, as amended from time to time by Addenda in accordance with the RFP;

**Request for Qualifications** or **RFQ** means this request for qualifications issued by CBC/Radio-Canada as the first stage of the Competitive Selection Process, including all appendices and attachments, as amended from time to time by Addenda in accordance with this RFQ;

**Respondent** means any corporation, general partnership (acting through its partners), limited partnership (acting through its general partner), consortium or joint venture (acting through the legal entities comprising the consortium or joint venture) or trust (acting through its trustee) that submits a Response to this RFQ and, in the case of a partnership (general or limited) or a consortium or joint venture, includes each of the partners (general or limited) in the partnership and each of the entities comprising the consortium or joint venture, as the case may be, in each case as any such entity may be Changed from time to time in accordance with and subject to the provisions of the RFQ; provided that a Respondent may not be or include an individual acting in his or her capacity as such;

**Respondents' Meeting** has the meaning ascribed to it in Section 3.13;

**Respondent Registration Form** means the form in Appendix A-1;

**Respondent's Representative** means the Person, identified in the Respondent Registration Form (Appendix A-1) and Response Declaration Form (Appendix C), who is fully authorized to represent the Respondent in any and all matters related to its Response;

**Respondent Team** for a Respondent means the Respondent and its Prime Members, Equity Members and Key Individuals, in each case as any such entity may be Changed from time to time in accordance with and subject to the provisions of the RFQ;

**Respondent Team Member** means, in the case of each Respondent, a member of the Respondent Team, in each case as Changed from time to time in accordance with and subject to the provisions of the RFQ;

**Response** means the documentation and information, including all clarifications, rectifications and more complete, supplementary and additional information or documentation, submitted by a Respondent in response to and in accordance with this RFQ, including from and after the Response Deadline in response to any request of CBC/Radio-Canada;

**Response Declaration Form** means the form in Appendix C;

**Restricted Party** means any party or parties identified under Section 5.12;

**Revisions** are defined in Section 3.11;

**Response Deadline** means the time and date indicated in Section 2.9 of this RFQ;

**Response Location** means the location identified in Appendix B, Section 1 (d) of this RFQ;

**RFP Stage** has the meaning ascribed to it in Section 2.8 (a);

**RFQ Stage** has the meaning ascribed to it in Section 2.8 (a);

**Site Development Agreement** means the agreement to be entered into between CBC/Radio-Canada and the Developer under which the Developer will agree to implement the Development Requirements aspect of the Development Project.

## 7.0 **INTERPRETATION**

The headings, captions, and formatting in this RFQ are inserted for convenience only and do not form a part of this RFQ and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFQ.

References in this RFQ to “at the sole discretion”, “in its discretion”, “at its discretion”, “sole discretion”, “in its sole discretion”, “in the sole opinion”, “sole opinion”, “in CBC/Radio-Canada’s sole opinion”, “in its sole and absolute opinion”, “in its absolute discretion”, “in the absolute discretion”, “the exercise of discretion”, and “in the sole opinion”, “rights and discretion” or similar expressions when used in respect of CBC/Radio-Canada or CBC/Radio-Canada will be interpreted to mean the sole, absolute and unfettered, including unfettered by any implied or express duties of good faith or of fairness, right, discretion or opinion, as the case may be, of CBC/Radio-Canada.

In this RFQ, wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as if the singular or masculine, as the case may be, had been used where the context may require.

Each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

All monetary amounts referred to in this RFQ are to lawful currency of Canada.

A reference in this RFQ to a statute whether or not that statute has been defined, means a statute of Canada unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution thereof or in replacement thereof.

In this RFQ, the words “including” and “includes”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

Capitalized terms and italicized words and phrases in the text of this RFQ are defined in Section 6 or elsewhere in the body of the RFQ, as the case may be.

This RFQ shall be interpreted and construed in accordance with Applicable Law.

## **APPENDIX A-1 RESPONDENT REGISTRATION FORM**

(To be submitted by the Respondent's Representative)  
MRC Development Project Request for Qualifications (RFQ No. RE\_MRC20120409)

To receive any communications, Addenda or further distributed information about this RFQ, please return this form together with the Confidentiality and Non-Disclosure Agreement (Appendix A-2), by email, as soon as possible to the Contact Person.

### **RESPONDENT CONTACT INFORMATION**

NAME OF RESPONDENT:  
STREET ADDRESS:

CITY  
PROVINCE/STATE:  
MAILING ADDRESS, IF DIFFERENT:

POSTAL/ZIP CODE:  
COUNTRY:

TELEPHONE:  
RESPONDENT'S REPRESENTATIVE:  
E-MAIL ADDRESS:

Unless it can be sent by e-mail, please send us any further correspondence about this RFQ by mail.

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged by the Respondent, the Respondent represents, warrants and agrees as follows:

The Respondent represents and warrants that:

- (a) the individual identified as the Respondent's Representative in this Respondent Registration Form is a duly authorized signatory of the Respondent and has full power and authority to represent and act on behalf of the Respondent in any and all matters related to the Request for Qualifications and the Response, including but not limited to providing clarifications and additional information pursuant to the Request for Qualifications; and
- (b) the Respondent has received a full and complete copy of the RFQ, including, without limitation, all Appendices attached thereto.

The Respondent makes these representations and warranties with the knowledge and intention that CBC/Radio-Canada will rely upon such representations and warranties.

The Respondent agrees that it is bound by and will comply with, and will cause each of its Respondent Team Members to be bound by and comply with the RFQ and all of the terms and conditions contained therein, including, without limitation, Section 5.7, and all appendices attached thereto and with the terms of the Confidentiality and Non-Disclosure Agreement included in Appendix A-2 and executed by the Respondent with respect to the RFQ.

Unless otherwise expressly defined, the capitalized terms used in the Respondent Registration Form have the meanings given to them in the Request for Qualifications for the Development Project. For the purposes of the Respondent Registration Form, Respondent also refers to an interested party who submits this form.

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This Respondent Registration Form is executed the \_\_\_\_ day of \_\_\_\_, 2012.

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Respondent  
Authorized Signature

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Witness Signature

**Execution Instructions**

**This Respondent Registration Form is to be executed by the “Respondent” in accordance with the definition of that term in Section 6 of the RFQ. It is the responsibility of the Respondent to ensure that it and, where applicable, each of its constituent entities has been properly identified by its legal name in this Respondent Registration Form and has duly executed this Respondent Registration Form and the Confidentiality and Non-Disclosure Agreement (Appendix A-2), and CBC/Radio-Canada may in its discretion request an opinion from the Respondent’s legal counsel to that effect.**



## APPENDIX A-2 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

MRC Development Project  
Request for Qualifications (RFQ No. RE\_MRC20120409)

### IMPORTANT INSTRUCTIONS:

This Confidentiality and Non-Disclosure Agreement is to be duly executed by the “**Respondent**” and each “**Prime Member**”, “**Equity Member**” and “**Key Individual**” included in the “**Respondent Team**” in accordance with the definitions of those terms in section 6 of the RFQ. It is the responsibility of the Respondent to ensure that each such party and, where applicable, each entity included in each such party has been properly identified by its legal name in this Confidentiality and Non-Disclosure Agreement and has duly executed this Confidentiality and Non-Disclosure Agreement, and CBC/Radio-Canada may in its discretion request an opinion from the Respondent’s legal counsel to that effect. The Respondent is also responsible to ensure that if other Persons are added as “Prime Member”, “Equity Member” and “Key Individual” included in the “Respondent Team” after the date of this Agreement, such other Persons will promptly enter into this Agreement.

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made as of the \_\_\_\_ day of April, 2012

BY:

<\*> [insert legal name(s) of Respondent], having a place of business at <\*>

[where the Respondent is a partnership (general or limited) or a consortium or joint venture, include legal name and place of business of each partner (general or limited) in the partnership or each of the entities comprising the consortium or joint venture, as applicable]  
(the “**Respondent**”)

AND:

<\*> [insert legal name of Prime Member], having a place of business at <\*>

- and -

[replicate for each Prime Member. Where a Prime Member is a partnership (general or limited) or a consortium or joint venture, include legal name and place of business of each partner (general or limited) in the partnership or each of the entities comprising the consortium or joint venture, as applicable ]  
(each a “**Prime Member**” and collectively the “**Prime Members**”)

AND:

<\*> [insert legal name of Key Individual], having a place of business at <\*>

- and -

[replicate for each Key Individual]  
(each a “**Key Individual**” and collectively, the “**Key Individuals**”)

AND:

<\*> [insert legal name of Equity Member], having a place of business at <\*>

- and -

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[replicate for each Equity Member. Where a Equity Member is a partnership (general or limited) or a consortium or joint venture, include legal name and place of business of each partner (general or limited) in the partnership or each of the entities comprising the consortium or joint venture, as applicable ]  
(each a “**Equity Member**” and collectively the “**Equity Members**”)

(the Respondent, the Prime Members, the Key Individuals and the Equity Members being herein collectively referred to as the “**Respondent Team**” and individually referred to as a “**Respondent Team Member**”)

AND:

CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA, a corporation constituted pursuant to the *Broadcasting Act*, having a place of business at 1400 René-Lévesque Boulevard East, Montréal, Québec H2L 2M2  
(“**CBC/Radio-Canada**”)

**WHEREAS:**

- A. CBC/Radio-Canada has implemented the Competitive Selection Process for the Development Project.
- B. The Competitive Selection Process is anticipated to include a number of stages including a request for qualifications stage as described in the Request for Qualifications and a request for proposals stage that will likely be described in the Request for Proposals.
- C. The Respondent and each of the other Respondent Team Members acknowledges that the unauthorized use and disclosure of Confidential Information in connection with the Competitive Selection Process may result in irreparable harm to CBC/Radio-Canada including by materially adversely impacting the actual and perceived integrity of the Competitive Selection Process and therefore wishes to enter into, execute and deliver this Confidentiality and Non-Disclosure Agreement in favour of CBC/Radio-Canada.

**NOW THEREFORE**, in consideration of the opportunity to participate in the Competitive Selection Process and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the undersigned), each of the undersigned hereby covenants and agrees in favour of CBC/Radio-Canada as follows:

**1. Interpretation**

Unless otherwise expressly defined, the capitalized terms used in this agreement have the meaning given to them in the RFQ.

In this Agreement following terms have the following meanings:

“**Agreement**” means this Confidentiality and Non-Disclosure Agreement.

“**Confidential Information**” means all documents, knowledge and information provided by CBC/Radio-Canada or any of its Representatives or a Third Party or any of its Representatives (in each case, the “**Disclosing Party**”) to, or otherwise prepared or obtained by, a Recipient or any of its Representatives (the “**Receiving Party**”), whether before or after the date of this Agreement and whether orally, in writing or other visual or electronic form, in connection with or relevant to the Development Project, the RFQ, the RFP or the Competitive Selection Process or any stage thereof including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:

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(i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;

(ii) is subsequently communicated to the Receiving Party by an independent third party, other than a Third Party, without breach of this Agreement and which third party did not receive such information directly or indirectly under obligations of confidentiality;

(iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party (the onus of establishing which shall be on the Receiving Party);

(iv) was developed independently by the Receiving Party without the use of any Confidential Information (the onus of establishing which shall be on the Receiving Party); or

(v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

**“Competitive Selection Process”** means the selection process implemented by CBC/Radio-Canada for the Development Project as described in the RFQ and RFP.

**“Permitted Purposes”** means evaluating the Development Project, preparing a Response or a Proposal and any other use permitted by this Agreement.

**“Development Project”** means La Maison de Radio Canada (MRC) Development Project as described in the RFQ, as such description may be modified, supplemented, limited and expanded in the RFP.

**“Proposal”** means a Proposal as defined in the RFP.

**“Response”** means the documentation and information, including all clarifications, rectifications and more complete, supplementary and additional information or documentation, submitted by the Respondent in response to and in accordance with the RFQ, including from and after the Response Deadline specified in the RFQ in response to any request of CBC/Radio-Canada.

**“Recipient”** means the Respondent and each other Respondent Team Member or other interested party who executes and delivers this Agreement in favour of CBC/Radio-Canada.

**“Representative”** means, as applicable, a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser or subcontractor of a Recipient, CBC/Radio-Canada or a Third Party or any other person contributing to or involved with the preparation or evaluation of a Response or Proposal, as the case may be, or otherwise retained by a Recipient or CBC/Radio-Canada.

**“Request for Proposals”** or **“RFP”** means the request for proposals that may be issued by CBC/Radio-Canada in connection with the Development Project as contemplated in the RFQ, including all volumes, appendices and attachments thereto, as amended from time to time by CBC/Radio-Canada.

**“Request for Qualifications”** or **“RFQ”** means the document entitled **“Request for Qualifications for La Maison de Radio Canada (MRC) Development Project”** issued by CBC/Radio-Canada on April 9, 2012 in connection with the Development Project, including all appendices and attachments thereto, as amended from time to time by CBC/Radio-Canada.

**“Third Party”** means a person which is not CBC/Radio-Canada, a Recipient or a Representative of CBC/Radio-Canada or a Recipient, which has provided Confidential Information to CBC/Radio-Canada, a Recipient or a Recipient’s Representative.

**“Third Party Agreement”** means an agreement between CBC/Radio-Canada and a Third Party with respect to Third Party Confidential Information.

**“Third Party Confidential Information”** means Confidential Information owned by a Third Party or in which a Third Party has an interest.

## **2. Confidentiality**

Each Recipient will keep all Confidential Information, including Third Party Confidential Information, strictly confidential and will not without the prior express written consent of CBC/Radio-Canada, which may be unreasonably withheld, disclose or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. Each Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein. Without limiting any other requirement of this Agreement, in the case of Third Party Confidential Information, the Recipient will cause such Third Party Confidential Information to be kept confidential and used in accordance with this Agreement as well as with the terms and conditions of any pertinent Third Party Agreement of which the Recipient has knowledge.

## **3. Ownership of Confidential Information**

CBC/Radio-Canada owns all right, title and interest in the Confidential Information and, except as may be otherwise agreed between CBC/Radio-Canada and any Third Party, in any Third Party Confidential Information. Subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, each Recipient will keep all Confidential Information (other than Third Party Confidential Information) that the Recipient receives, has access to or otherwise obtains strictly confidential for a period of five (5) years after the deadline to submit Proposals under the RFP and will not, without the prior express written consent of an authorized representative of CBC/Radio-Canada, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever. Subject to any disclosure requirements under applicable law, and except as permitted by this Agreement and any Third Party Agreement, each Recipient will keep all Third Party Confidential Information that the Recipient receives, has access to or otherwise obtains strictly confidential for a period of five (5) years after the deadline to submit Proposals under the RFP or such longer period of time as may be required by the pertinent Third Party Agreement and will not, without the prior express written consent of an authorized representative of CBC/Radio-Canada, which may be unreasonably withheld, and the Third Party as provided in the Third Party Agreement use, divulge, give, release or permit or suffer to be used, divulged, given or released any portion of the Third Party Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

## **4. Limited Disclosure**

A Recipient may disclose Confidential Information only for Permitted Purposes to those of its Representatives who need to know the Confidential Information, and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential in accordance with the terms of this Agreement. Each Recipient will notify CBC/Radio-Canada and, in the case of Third Party Confidential Information, the pertinent Third Party, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

## **5. Destruction on Demand**

On written request of CBC/Radio-Canada or, in the case of Third Party Confidential Information, on written request of CBC/Radio-Canada and the Third Party, or either of them, each Recipient will within fifteen (15) days, in accordance with such request, deliver to CBC/Radio-Canada or the Third Party in accordance with such request or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and certify that delivery or destruction to CBC/Radio-Canada in writing in form and content satisfactory to CBC/Radio-Canada; provided, however, that a Recipient may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law, and in such case the terms and conditions of this Agreement will continue to apply in respect of such retained copy.

#### **6. Acknowledgement of Irreparable Harm**

Each Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that CBC/Radio-Canada and/or a Third Party may be irreparably harmed if any provision of this Agreement or any pertinent Third Party Agreement were not performed, observed or complied with by the Recipient or any person or party to whom the Recipient provides or discloses Confidential Information, including any of the Recipient's Representatives, and that any such harm could not be compensated reasonably or adequately in damages. Each Recipient further acknowledges and agrees that CBC/Radio-Canada and, in the case of Third Party Confidential Information, CBC/Radio-Canada and the pertinent Third Party, and each of them, will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement or any applicable Third Party Agreement by the Recipient or any of its Representatives or any Person to whom the Recipient or any of its Representatives provides or discloses Confidential Information, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which CBC/Radio-Canada and such Third Party, or either of them, may be entitled at law or in equity.

#### **7. Publicity and Communication**

Respondent and each Recipient understand and agree that all communication in relation to the Development Project, including communications with the media and the public, is to be coordinated with, and is subject to prior written approval of CBC/Radio-Canada which may be unreasonably withheld. Respondents will ensure that all of the Respondent Team Members and others associated with the Respondent also comply with these requirements.

#### **8. Waiver**

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by CBC/Radio-Canada or by CBC/Radio-Canada or any Third Party under a Third Party Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement or any Third Party Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

#### **8. Further Assurances**

On written request, the Recipient will execute and deliver or cause to be executed and delivered to CBC/Radio-Canada all such further documents, do or cause to be done all such further acts and things and give all such further assurances as in the opinion of CBC/Radio-Canada are necessary or advisable to give full effect to the provisions and intent of this Agreement or any Third Party Agreement. In addition, if requested by CBC/Radio-Canada, the Recipient will provide such written assurances as CBC/Radio-Canada or any Third Party may request to confirm and evidence that the Recipient is bound by any Third Party Agreement which is pertinent to any Third Party Confidential Information received by the Recipient or its Representatives.

#### **9. Severability**

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

**10. Enurement**

This Agreement enures to the benefit of CBC/Radio-Canada and its assigns and binds each Recipient and its successors.

**11. Governing Law**

This Agreement shall be governed by the laws of Quebec and the federal laws of Canada applicable therein. The parties agree to attorn to the exclusive jurisdiction of the courts of the judicial district of Montreal in the Province of Quebec.

**12. Counterparts**

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the parties to this Agreement will constitute a full, original and binding agreement for all purposes. Counterparts may be executed in original, faxed, or electronic scanned or PDF file type (Adobe Acrobat Portable Document Format) form. This Agreement may be delivered by hand or electronic mail, provided that if delivered by electronic mail, then in electronic scanned or PDF file type.

**IN WITNESS WHEREOF** this Agreement has been duly executed by each of the undersigned as of the day and year first above mentioned.

RESPONDENT:

<\*> [insert legal name(s) and appropriate signature block(s) for Respondent]

PRIME MEMBERS:

<\*> [insert legal name and appropriate signature block for each Prime Member]

KEY INDIVIDUALS:

<\*>

EQUITY MEMBERS:

<\*> [insert legal name and appropriate signature block for each Equity Member]

CBC/RADIO-CANADA

Per:

\_\_\_\_\_  
France Binette  
Strategic Sourcing Manager

## **APPENDIX B RESPONSE GUIDELINES AND EVALUATION CRITERIA**

### **1. RESPONSE GUIDELINES**

Responses should:

- (a) include the information requested in this Appendix;
- (b) include sufficient information to enable appropriate evaluation of the Response, with reference to the Evaluation Criteria, while avoiding extraneous information;
- (c) be submitted as three (3) packages of information, following the format set out in Section 3 below, with the following number of copies:
  - (1) Package 1:
    - One (1) copy of requested information
    - One CD ROM or USB format flash drive containing electronic copies, in pdf or word format
  - (2) Package 2:
    - One (1) unbound copy marked "Original"
    - Ten (10) bound copies each marked "Copy - Number X of 10"
    - One CD ROM or USB format flash drive containing electronic copies, in MS Office Suite format (word, excel, etc.)
  - (3) Package 3:
    - One (1) unbound copy marked "Original"
    - Four (4) bound copies each marked "Copy - Number X of 4"
    - One CD ROM or USB format flash drive containing electronic copies, in MS Office Suite format (word, excel, etc.)
- (d) be delivered in packages identified as follows:

Request for Qualifications MRC Development Project ("RFQ")  
RFQ No RE\_MRC20120409  
CBC/Radio-Canada – Comptoir Multi-services  
c/o France Binette  
Strategic Sourcing Manager  
1400 René Lévesque Blvd East  
Montréal, Québec H2L 2M2

Responses for the table in Section 3 below should be limited to 80 pages, with fonts no less than 10 on 8.5 x 11 inch paper, excluding:

- PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS – entirely;
- PACKAGE 2 RESPONDENT TEAM, KEY INDIVIDUALS AND PROJECT EXPERIENCE - Sections 3.1, 4.1, 4.6(b) and 5.1(d); and
- PACKAGE 3: FINANCIAL CAPACITY AND EXPERIENCE – entirely.

Up to 10 pages of the 80 pages maximum can be 11 x 17 fold outs to accommodate graphics or organization charts.

### **2. EVALUATION CRITERIA AND DISQUALIFICATION**

#### **2.1 Evaluation Criteria**

The Evaluation Committee will evaluate Responses by applying the following Evaluation Criteria and weighting to the information received as requested in Section 3 (Response Format) of this Appendix B. CBC/Radio-Canada expects that the Qualified Respondents will have demonstrated strength in **all** of the indicated areas of expertise.

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EXPERTISE	EVALUATION CRITERIA	WEIGHTING
<b>(1) Respondent Team's Overall Strength</b>		<b>25%</b>
(a) Respondent, Respondent Members and Key Individuals	The Respondent's strength and demonstrated experience and ability to undertake the Development Project (CBC/Radio-Canada Accommodation Requirements and Development Requirements) including: (a) the experience and capacity to assemble and manage a consortium that will integrate required expertise, including local contractors as required, for the overall benefit of the Development Project and CBC/Radio-Canada; (b) effective working relationship among members of the Respondent Team; (c) the experience and capacity of the Key Individuals; (d) the experience and capability of the Respondent Team to manage the multidisciplinary coordination required, and a demonstrated understanding of the key concepts of the Development Project as a whole.	15%
(b) Approach	The Respondent's approach to delivering the project, including: (a) Allocation of risk between the members of the Respondent Team (b) Prior working relationships and/or any existing agreements (c) Demonstration of the level of integration between the members of the Respondent Team (d) Overall qualifications of the Respondent Team to deliver the Development Project, including the CBC/Radio-Canada Accommodation Requirements and Development Requirements	10%
<b>(2) Site Planning &amp; Development</b>		<b>20%</b>
(a) Respondent experience	The Respondent's strength and demonstrated experience and ability to undertake the site planning and development activities including: (a) the experience and ability to assemble and manage a strong development team with applicable experience and expertise, including experience in optimizing the revenue from the development through marketing; (b) the experience and ability to assemble and manage a strong construction team, including the ability to: <ul style="list-style-type: none"> <li>• achieve integration between Development Requirements and CBC/Radio-Canada Accommodation Requirements;</li> <li>• coordinate a Development Project worth over \$1 billion in total; and</li> <li>meet time and budget targets;</li> </ul> (c) experience with the development of residential, commercial and retail space; (d) experience in communication and issue resolution strategies that effectively build partnering relationships.	10%



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EXPERTISE	EVALUATION CRITERIA	WEIGHTING
(b) Key Individuals experience	The Key Individuals' strength and demonstrated experience and ability to undertake the site planning and development activities including: (a) experience on similar multi-uses development (b) experience with the development of residential, commercial and retail space; and (c) experience and capacity of the Key Individuals on the development team.	10%
<b>(3) Design &amp; Construction</b>		<b>15%</b>
(a) Design & Construction	The strength and demonstrated experience and ability to undertake the design and construction including: (a) the experience and ability to assemble and manage a strong design team with applicable experience and expertise and an approach to the design that will achieve optimal efficiency and integration of requirements; (b) the experience and ability to assemble and manage a strong construction team, including the ability to <ul style="list-style-type: none"> <li>achieve integration between designers and contractors;</li> <li>achieve integration between Development Requirements and CBC/Radio-Canada Accommodation Requirements;</li> </ul> (c) experience with critical space, data centers, transmission, broadcast and production space and other special purpose spaces requiring high reliability and availability of infrastructure design; (d) experience with flexible office spaces; (e) experience and capacity of the Key Individuals on the design and construction teams; and (f) experience in communication and issue resolution strategies that effectively build partnering relationships.	15%
<b>(4) Services &amp; Operations</b>		<b>10%</b>
(a) Services & Operations	The strength and demonstrated experience and ability to undertake the facilities management functions of the completed Facility including: (a) the experience and capacity to assemble and manage the facilities management team that will provide services over the term of the Project Agreement; (b) experience with critical space, data centers, transmission, broadcast and production space and other special purpose spaces; (c) experience and expertise in managing facilities in a sustainable manner such as LEED EB, or equivalent; (d) the experience and capacity of the Key Individuals on the facilities management services team; and (e) experience with communication strategies and effective reporting relationships	10%
<b>(5) Financing Capacity and Experience – CBC/Radio-Canada Accommodation Requirements</b>		<b>10%</b>

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EXPERTISE	EVALUATION CRITERIA	WEIGHTING
(a) Financing Capacity and Experience – CBC/Radio-Canada Accommodation Requirements	The strength and demonstrated experience and ability to undertake the financing requirements of the CBC/Radio-Canada Accommodation Requirements including: (a) the financial capacity of the Equity Members and Prime Members including current financial strength; and (b) experience of the Respondent Team members in raising or providing finance (both debt and equity) for a DBFM project finance and P3 projects comparable to the Facility. (c) Clarity and robustness of the financial plan	10%
<b>(6) Financing Capacity and Experience – Development Requirements</b>		<b>20%</b>
(a) Financing Capacity and Experience – Development Requirements	The strength and demonstrated experience and ability to undertake the financing requirements of the Development Requirements including: (a) the financial capacity of the Equity Members and Prime Members including current financial strength; and (b) experience of the Respondent Team Members in raising or providing finance related to the Development Requirements. (c) Clarity and robustness of the financial plan	20%
Total		100%

## 2.2 Disqualification

Without limitation, CBC/Radio-Canada may, in its sole discretion, Disqualify a Response if:

- (a) background investigations
  - I. reveal any false statements in the Response;
  - II. reveal any criminal affiliations or activities by the Respondent and such affiliations or activities would, in the sole opinion of CBC/Radio-Canada, interfere with the integrity of the Competitive Selection Process, or
- (b) it includes a false or misleading statement, claim or information.

## 3. RESPONSE FORMAT AND CONTENT

Responses should be submitted in the following format and sequence, inclusive of the section numbers and titles, to ensure they receive full consideration during the evaluation and that the evaluations themselves may be handled in an efficient and consistent manner.

Section #	Title	Contents
<b>PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS</b>		
1.	(a) A copy of a Transmittal Letter (b) A fully executed/signed copy of the Response Declaration Form (see Appendix C of the RFQ)	
1.1	Confirmation of Insurance (not scored)	(a) For each Respondent Prime Member involved in the construction aspect of the Development Project, provide a letter from a duly licensed Canadian insurance broker outlining its ability to obtain insurance in the form and scope that is customary for a project of this size, complexity and location. Further details on the insurance requirements will be included in the RFP. (b) For each Respondent Prime Member involved in the construction aspect of the Development Project, provide a letter of confirmation from the duly licensed Canadian

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Section #	Title	Contents
		<p>bonding company included on the following site  <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&amp;section=text#appl">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&amp;section=text#appl</a>, clearly stating:</p> <ol style="list-style-type: none"> <li>1. the name and address of the Prime Member for which the confirmation letter is being provided;</li> <li>2. that the Prime Member is in good standing with the bonding company; and</li> </ol>
1.2	Appendix D – Relationship Disclosure Forms (not scored)	Provide the completed and duly signed forms
<b>PACKAGE 2 RESPONDENT TEAM, KEY INDIVIDUALS AND PROJECT EXPERIENCE</b>		
2.	<b>Respondent Team</b>	
2.1	Identification of the Respondent Team	<p>(a) Provide the Company/Firm name for each of the following (where there is a different provider for the CBC/Radio-Canada Space Requirements and the Development Requirements, identify both parties):</p> <ol style="list-style-type: none"> <li>1. Consortium Lead</li> <li>2. Equity Members and Prime Members</li> <li>3. Development Team</li> <li>4. Design Team</li> <li>5. Construction Team</li> <li>6. Facility Management Team</li> <li>7. Financial Advisor</li> <li>8. Legal Advisor</li> <li>9. Other (please specify)</li> </ol> <p>(b) Provide a short description of the Respondent and each member of the Respondent Team (for possible publication purposes)</p>
2.2	Contact Information	<p>Provide the name and the following contact details for the Respondent's Representative:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Employer</li> <li>3. Mailing/Courier Address</li> <li>4. Telephone No.</li> <li>5. Facsimile No.</li> <li>6. E-mail address</li> <li>7. Website address</li> </ol> <p>Please note: The Respondent's Representative will be the <u>only</u> contact person to receive communications from CBC/Radio-Canada regarding the RFQ.</p>
2.3	Respondent Team Organization Chart	<p>(a) Provide an organization chart, at the corporate level (excluding the Key Individuals), showing the internal organization of the Respondent Team</p> <p>(b) The organization chart should describe the proposed contractual relationships within the Respondent Team, and should reflect how these relationships may change during the design, construction, and operating phases. If appropriate, provide an organization chart for each phase of the Development Project.</p> <p>(c) Describe how you will ensure that the following teams</p>

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Section #	Title	Contents
		<p>communicate verbally and in writing in French to the project participants (which include amongst others subcontractors, municipal representatives, CBC/Radio-Canada's internal user groups). Also confirm that the team members are familiar with the legislative and regulatory requirements applicable to the Development Project (municipal, provincial and federal):</p> <ol style="list-style-type: none"> <li>1. Consortium Lead</li> <li>2. Development Team</li> <li>3. Design Team</li> <li>4. Construction Team</li> <li>5. Facility Management Team</li> </ol>
2.4	Development Approach	<p>Describe the following providing sufficient supporting information and details of the team organization and responsibilities to support the response and to provide evaluators with clarity on each Respondent Team Member's roles and responsibilities. Provide details on each of the following items:</p> <ol style="list-style-type: none"> <li>(a) description of the proposed risk allocation between the Respondent Team Members in the structure identified above at all stages of the Development Project; including stranded risks at the Project Co or the Developer level (e.g. risks not passed down to Respondent Team Members and residing with Project Co or the Developer);</li> <li>(b) any available executed copies or draft copies of agreements (e.g. preliminary consortium / joint venture agreement, MOU, LOI, etc.) documenting the Respondent Team Members' roles and responsibilities and approach to Project risk allocation. For greater certainty, the page limit above does not apply to the agreements submitted in response to this RFQ requirement.</li> </ol>
2.5	Project Organization Chart	<p>Provide a project organization chart, at the individual level, showing the reporting relationships between, and authority of, the Key Individuals and other individuals that will report to them to indicate the proposed approach/management structure for the Development Project. If appropriate, provide an organization chart for each phase of the Development Project. Names are only required for Key Individuals at this time.</p>
2.6	Prior Working Relationships	<p>Describe any prior development, design-build, DBFM, or P3 working relationships among members of the Respondent Team. Provide information on past experience integrating local contractors and sub-contractors into comparable projects.</p>
2.7	Design, Construction and FM Integration	<p>Describe previous development, DBFM or P3 experience integrating design with construction and facilities management over a long-term relationship and how this integration provided added value.</p>
2.8	Respondent Experience- Consortium Lead	<p>Provide information about development, DBFM or P3 experience that Consortium Lead(s) has with projects of similar size, scope and complexity.</p>

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Section #	Title	Contents
2.9	Key Individuals	<p>Identify leader(s) for each stage of the Development Project (e.g. design, construction, sales and marketing) who will have decision-making authority. Include a general description of this Key Individual(s) experience (and cross-reference this description with the experience set out in their resumes). Provide resumes for each Key Individual including, at a minimum, the following Information</p> <ol style="list-style-type: none"> <li>1. Name;</li> <li>2. Professional qualification/designation;</li> <li>3. Role and responsibility for the Development Project;</li> <li>4. Summary of education/qualifications; and</li> <li>5. Relevant experience which may include experience of a similar nature to this Development Project.</li> </ol> <p>Provide client references (including client name, contact name, location, phone number, and email address) for three projects, for each Key Individual.</p>
2.10	Qualification	<p>Highlight what makes the Respondent Team best qualified to deliver the Development Project. Include a brief description of the team's overall understanding of the Development Project and how it will effectively deal with the multidisciplinary approach and coordination required.</p>
3.	<b>Site Planning and Development</b>	
3.1	Development	<p>For the development team, demonstrate how past approaches, prior experiences and/or lessons learned have informed the proposed approach to this Development Project. Provide details on each of the following items:</p> <ol style="list-style-type: none"> <li>(a) the essential elements of and the approach of the Respondent Team to developing a successful partnership with CBC/Radio-Canada; including the extent to which the Respondent Team's proposed approach is based on past approaches, prior experience, lessons learned and/or its own best practices and the relevance to the Development Project;</li> <li>(b) approach of the Respondent Team to ensuring suitable and effective integration of design and construction Respondent Team Members and functions. Describe linkages / transitions between these Respondent Team Members including prior experiences and/or best practices. Indicate whether any of the Respondent Team Members have previously worked together successfully; the Respondent Team's project skills and best practices related to stakeholder relations, community involvement and communications strategies and the relevance of these skills and best practices to the success of the Development Project;</li> <li>(c) The Respondent Team's approach to marketing and sales of the Development Project including approach to establishing an appropriate unit mix which will maximize value and reduce absorption risk. The Respondent Team's proposed approach should be based on past approaches, prior experience, lessons learned and/or its own best practices</li> </ol> <p>Provide a minimum of three (3) up to a maximum of five (5)</p>

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Section #	Title	Contents
		recent project examples showing the Development Team's capabilities relevant to the nature and scope of the Development Project (using the form in Appendix E). At least one of these examples is to include a detailed description of the marketing campaign employed and the results obtained from these efforts. Also include client references (including client name, contact name, location, phone number, and email address).
3.2	Development Team - Individuals	Provide detailed resumes indicating overall experience and any specific experience (particularly the previously referred project examples, if applicable) relevant to the function to be performed by the Key Individual(s) for leading and managing the Development team.
4.	<b>Design and Construction</b>	
4.1	Design Team – the Firms	<p>For the Design Team describe:</p> <ul style="list-style-type: none"> <li>(a) the organization of design teams (including the depth of expertise, experience and specialization of the team members);</li> <li>(b) for the projects mentioned in the last paragraph of this section 4.1., indicate how the team's design approach responded to the client's program requirements to achieve a satisfactory result;</li> <li>(c) provide a design challenge the company experienced and how it was solved;</li> <li>(d) describe relevant experience, which should include experience with a combination of office space and production space which could include: telecommunications, IT/data networks and data centers space;</li> </ul> <p>Provide a minimum of three (3) up to a maximum of five (5) recent project examples showing the Design Team's capabilities relevant to the nature and scope of the Development Project (using the form in Appendix E).</p>
4.2	Design Approach	<p>Provide a description of the following:</p> <ul style="list-style-type: none"> <li>(a) how the design team will be organized (structurally and contractually) and managed to function as an integrated, seamless team, and how it will be coordinated with the other Prime Members and Respondent Team Members. Indicate proposed resources and a clear accountability and lines of authority between design Team Members;</li> <li>(b) how the Respondent and members of its design team, will work and communicate with CBC/Radio-Canada and their planning, design and compliance team;</li> <li>(c) the design team's overall design philosophy related to the Development Project.</li> </ul>
4.3	Design Team - Individuals	Provide detailed resumes indicating overall experience and any specific experience (particularly the previously referred project examples, if applicable) relevant to the function to be performed by the Key Individual(s) for leading and managing the design team as a whole.
4.4	Construction Team – Individuals	Provide detailed resumes indicating overall experience and any specific experience (particularly the previously referred project examples, if applicable) relevant to the function to be

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Section #	Title	Contents
		performed by the Key Individual(s) for: (a) coordinating the construction team as a whole; (b) general contractor's individual responsible for overall construction management; (c) general contractor's site manager(s)/supervisor(s).
4.5	Construction Approach	Describe construction approach to: (a) general coordination of all major disciplines to avoid on-site conflict and interference including methodology and existing best practices; (b) implementing an effective quality assurance program for the duration of the Development Project with description of existing best practices and prior experience; (c) Approach to health and safety including safe work practices and creating a safe work environment
4.6	Construction Team – the Firms	(a) For the Construction Team describe: 1. for the projects mentioned in the last paragraph of this section 4.6 outlining the size of the Development Project and the adherence to the schedule and budget; 2. relevant experience which should include experience with a combination of office space and production space which could include: telecommunications, IT/data networks and data centers space. (b) Provide a minimum of three (3) up to a maximum of five (5) recent project examples showing the Construction Team's capabilities relevant to the nature and scope of the Development Project (using the form in Appendix E).
4.7	Construction Capacity	Respondents are to: (a) list all current projects of the Prime Members involved in the construction aspect of the Development Project and provide details including size in total square footage, construction start date, percentage complete, planned completion date and contract amount; (b) list all potential projects currently in the pursuit phase; (c) for the Key Individuals identified, list the projects for which they are currently involved and the anticipated completion dates; and (d) describe the approach to managing the Development Project in the context of the portfolios of existing and potential construction projects of the general contractor and the Key Individuals
4.8	Local Design Consultants and Construction Contractors	Provide information on past experience working with contractors and sub-contractors on comparable projects that were undertaken in the market in which the Development Project is located. Explain the management arrangements that were used to coordinate the work of the various specialists to achieve integration between designers and contractors, in accordance with the project schedule.  Describe how you will ensure that communications with the sub-contractors and trades will be done in French.

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Section #	Title	Contents
4.9	Communication and Issue Resolution	Describe the challenges that the team will likely encounter and how it is proposed that these challenges will be met.
5.	<b>Services and Operations</b>	
5.1	Services Team	<p>Describe:</p> <p>(a) for the projects mentioned in the last paragraph of this section 5.1, the services included, size of the facility, approximate annual budget in operating and lifecycle investment, key challenges encountered and the manner in which they were resolved, as well as other relevant information;</p> <p>(b) experience at the corporate level for the items described in the list below, especially as it relates to managing within a combination of office space and production space which could include: telecommunications, IT/data networks and data centers space:</p> <ol style="list-style-type: none"> <li>1. Facilities Management Services (hard and soft infrastructure);</li> <li>2. Lifecycle Planning and implementation;</li> <li>3. Project Management;</li> <li>4. Call Centre or Help Desk</li> </ol> <p>(c) experience providing management services, including occupational health and safety, human resources, information management and reporting/ information, required to deliver the foregoing;</p> <p>(d) Provide a minimum of three (3) up to a maximum of five (5) recent project examples showing the Service Team's capabilities relevant to the nature and scope of the Development Project (using the form in Appendix E).</p>
5.2	Service Team - Individuals	<p>(a) Provide detailed resumes indicating overall experience and any specific experience (particularly the previously referred project examples, if applicable) relevant to the function to be performed by the individuals involved in the services.</p> <p>(a)</p>
<b>PACKAGE 3: FINANCIAL CAPACITY AND EXPERIENCE</b>		
6.	<b>Financial Capacity and Experience – CBC/Radio-Canada Accommodation Requirements</b>	
6.1	Financial Capacity	<p>(a) Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the CBC/Radio-Canada Accommodation Requirements aspect of the Development Project.</p> <p>(b) Provide the information requested in subparagraph c. below for each of the following:</p> <ol style="list-style-type: none"> <li>1. Respondent</li> <li>2. Equity Members</li> <li>3. Prime Members, excluding firms performing the design activity</li> </ol> <p>(c) Information requested:</p> <ol style="list-style-type: none"> <li>1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years. It is CBC/Radio</li> </ol>



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Section #	Title	Contents
		<p>Canada's preference to receive Audited Financial Statements. However, if Audited Annual Financial reports/statements are not available, provide, at a minimum, the unaudited versions prepared by a chartered accountant. Our financial analyst will seek clarification</p> <ol style="list-style-type: none"> <li>2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided.</li> <li>3. Details of any material off-balance sheet financing arrangements currently in place.</li> <li>4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided.</li> <li>5. Details of any credit rating.</li> <li>6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol>
6.2	Experience Raising or Providing Finance	<p>For the project described in Section 6.4, provide the following information to indicate the experience that any member of the Respondent Team has in raising and/or providing finance (debt and equity financing) for DBFM, P3, project finance, and major infrastructure projects:</p> <ol style="list-style-type: none"> <li>(a) Respondent Team Member/Advisor Name;</li> <li>(b) Role of the Respondent Team Member/Advisor;</li> <li>(c) Project Name, Location And Description;</li> <li>(d) Overall Project Capital Cost;</li> <li>(e) Role of the Respondent Team Member In the project;</li> <li>(f) Type, Tenor and amount of Finance raised or provided by the Respondent Team Member;</li> <li>(g) Current Status of the project;</li> <li>(h) Dates involved;</li> <li>(i) Reference -Company Name, Contact Name, Phone Number.</li> </ol>
6.3	Anticipated Financial Structure	<p>Provide the following:</p> <ol style="list-style-type: none"> <li>(a) A description of the anticipated financing plan including demonstrable ability of the Respondent to raise and secure required financing for a successful and timely Financial Close;</li> <li>(b) an explanation of the Respondent's contingency plans should there be a gap in the financing or should any of the potential lenders or risk capital funder(s) not be in a position to provide its share of the financing;</li> <li>(c) Identify any financial advisor(s) and define their role in arranging financing and their approach to achieving Financial Close;</li> <li>(d) List any innovative financing transaction structures that may be considered to achieve added value for money to CBC/Radio-Canada.</li> </ol> <p>CBC/Radio-Canada recognizes that this will only be illustrative at the RFQ Stage.</p>

La Maison de Radio Canada (MRC) Development Project  
RFQ No RE\_MRC20120409

Section #	Title	Contents
6.4	Financing Experience	(a) Provide a minimum of three (3) and a maximum of five (5) project examples of financing capabilities, approaches and experience of any Respondent Team Member or financial advisor(s) relevant to the P3 nature and scope of this Development Project using the form in Appendix E.
6.5	Financing Team – Individuals	Provide the following: (a) the names of the individual(s) proposed to lead the financing for the Development Project and describe their experience and how they would contribute to the success of this Development Project; and (b) detailed resumes (indicating overall experience and any specific experience relevant to the P3 nature and scope of the Development Project) for no more than three (3) Key Individuals for each relevant Respondent Team Member and financial advisor(s). If applicable, reference the Key Individual's role in the submitted projects
6.6	Other	Describe your lessons learned regarding achieving effective Financial Close and your experience in addressing issues that may have arisen.
7.	<b>Financial Capacity and Experience – Development Requirements</b>	
7.1	Financial Capacity	(a) Provide financial information to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the Development Requirements aspect of the Development Project. (b) Provide the information requested in subparagraph c. below for each of the following: 1. Respondent 2. Equity Members 3. Prime Members (c) Information requested: 1. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years. It is CBC/Radio Canada's preference to receive Audited Financial Statements. However, if Audited Annual Financial reports/statements are not available, provide, at a minimum, the unaudited versions prepared by a chartered accountant. Our financial analyst will seek clarification 2. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided. 3. Details of any material off-balance sheet financing arrangements currently in place. 4. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided. 5. Details of any credit rating. 6. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.

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Section #	Title	Contents
7.2	Experience Raising or Providing Finance	<p>For the project described in Section 7.4, provide the following information to indicate the experience that any member of the Respondent Team has in raising and/or providing finance (debt and equity financing) for development, project finance, and major infrastructure projects:</p> <ol style="list-style-type: none"> <li>Respondent Team Member/Advisor Name;</li> <li>Role of the Respondent Team Member/Advisor;</li> <li>Project Name, Location And Description;</li> <li>Overall Project Capital Cost;</li> <li>Role of the Respondent Team Member In the Development Project;</li> <li>Type, Tenor and amount of Finance raised or provided by the Respondent Team Member;</li> <li>Current Status of the project;</li> <li>Dates involved;</li> <li>Reference -Company Name, Contact Name, Phone Number.</li> </ol>
7.3	Anticipated Financial Structure	<p>Provide the following:</p> <ol style="list-style-type: none"> <li>A description of the anticipated financing plan including demonstrable ability of the Respondent to raise and secure required financing for a successful and timely Financial Close,</li> <li>an explanation of the Respondent's contingency plans should there be a gap in the financing or should any of the potential lenders or risk capital funder(s) not be in a position to provide its share of the financing;</li> <li>An overview of the Respondent's ability to raise and secure conventional real estate financing for large-scale multiuse residential developments (this may include support letters from financial institutions, reference to any Respondent Team Member's financial strength and ability to provide required guarantees, examples of recent past projects, or other applicable supporting information)</li> <li>identify any financial advisor(s) and define their role in arranging financing and their approach to achieving Financial Close.</li> <li>List any innovative financing transaction structures that may be considered to achieve added value for money to CBC/Radio-Canada.</li> <li>On the basis of the Respondent's anticipated financing structure (responses to Sections 6.3 and 7.3 of this Appendix B), provide an overview of any dependencies between the Development Requirements financing and the CBC/Radio-Canada Accommodation Requirements financing</li> </ol> <p>CBC/Radio-Canada recognizes that this will only be illustrative at the RFQ Stage.</p>
7.4	Financing Experience	<ol style="list-style-type: none"> <li>Provide a minimum of three (3) and a maximum of five (5) project examples of financing capabilities, approaches and experience of any Respondent Team Member or</li> </ol>

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Section #	Title	Contents
		financial advisor(s) relevant to the development nature and scope of this Development Project using the form in Appendix E.
7.5	Financing Team – Individuals	Provide the following: (a) the names of the individual(s) proposed to lead the financing for the Development Project and describe their experience and how they would contribute to the success of this Development Project; and (b) detailed resumes (indicating overall experience and any specific experience relevant to the development nature and scope of the Development Project) for no more than three (3) Key Individuals for each relevant Respondent Team Member and financial advisor(s). If applicable, reference the Key Individual's role in the submitted projects
7.6	Other	Describe your lessons learned regarding achieving effective Financial Close and your experience in addressing issues that may have arisen.

## APPENDIX C RESPONSE DECLARATION FORM

1. This form must be executed by the Respondent.
2. By executing this Response Declaration Form, Respondent agrees to the provisions of the RFQ and this Response Declaration Form.
3. This form should be submitted as part of Package 1: Transmittal Letter and Declarations

*[RFQ Respondent's Letterhead]*

TO:  
CBC/Radio-Canada  
Request for Qualifications MRC Development Project ("RFQ")  
RFQ No RE\_MRC20120409  
1400 René-Lévesque Blvd, East  
Montréal, Québec H2L 2M2

Attention: France Binette  
Strategic Sourcing Manager

The Respondent hereby agrees and acknowledges that:

**1. Response**

- (a) this Response Declaration Form has been duly authorized and validly executed;
- (b) all clarifications, rectifications and more complete, supplementary, replacement and additional information and documentation delivered by the Respondent from and after the Response Deadline in response to any request of CBC/Radio-Canada in accordance with the RFQ are incorporated into and form part of the Response, which Response together with such clarifications, rectifications and more complete, supplementary, replacement and additional information and documentation is herein referred to as the "Response";
- (c) the Respondent and each of the Respondent Team Members is bound by all statements and representations in the Response;
- (d) CBC/Radio-Canada reserves the right to verify information in the Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members and by submitting a Response, the Respondent agrees that such Respondent Team members consent to the conduct of all or any of those investigations by CBC/Radio-Canada;
- (e) CBC/Radio-Canada will rely on the information contained in this Response;
- (f) the members of the Respondent Team are the entities listed in Section 4 to this Response Declaration Form;
- (g) in preparing and delivering the Response, the Respondent has complied with all applicable laws and regulations, including by obtaining from each Person any required consents and authorizations to the collection of information relating to such Person and to the submission of such information to CBC/Radio-Canada as part of the Response for the purposes of the Response, the RFQ and the Competitive Selection Process, or any of them. Each Respondent Team Member involved in the design or construction aspects of the Development Project holds all necessary licences, without restriction, required by the Régie du bâtiment du Québec;
- (h) the Response is in all respect a fair Response and has been prepared and delivered without collusion, comparison of information or arrangement with any other respondent or any of its respondent team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives or fraud and in fair competition, including in

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fair competition with other respondents and respondent teams and prospective respondents and respondent teams.

**2. Acknowledgements with Respect to the RFQ**

- (a) The Respondent and each of the Respondent Team Members:
  - i. has received, read, examined and understood, and
  - ii. agrees to be bound by the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- (b) by submitting a Response, the Respondent waives any further right to amendment or clarification of any aspect of the RFQ;
- (c) the person identified below as the Respondent's Representative is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with its Response;
- (d) the Respondent and each of the Respondent Team Members has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form (Appendix D) attached to the RFQ;
- (e) the Respondent and each of the Respondent Team Members has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response;
- (f) neither the Respondent nor any of the other Respondent Team Members is or has hired, retained or utilized the services of any Restricted Party, except as previously disclosed in writing to CBC/Radio-Canada and consented to in writing by CBC/Radio-Canada, and in respect of such disclosure and consent, if any, any conditions imposed by CBC/Radio-Canada to the granting of such consent have been and continue to be satisfied; and
- (g) neither the Respondent nor any of the other Respondent Team Members has knowledge of any actions, suits or proceedings in excess of \$10 million pending or, to the best of the knowledge of the Respondent and the applicable Respondent Team Member, threatened against or affecting any of them in law or in equity or before or by any foreign, federal, provincial, municipal or other governmental department, court, commission, board, bureau, or agency, or before or by an arbitrator or arbitration board which, if adversely determined, could have a material adverse effect on the solvency, liquidity or financial condition of the Respondent or Respondent Team Member.

**3. No Contract**

The RFQ is not an offer, a tender or a request for proposals, it is a request for qualifications and the responsibility of CBC/Radio-Canada is limited to considering Responses in accordance with the RFQ.

**4. Consent of Respondent Team**

The Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form and has authority to bind each member of the Respondent Team. The Respondent Team consists of:

Name	Address	Prime Member, Equity Member, or Key Individuals and their back-ups

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**5. Acknowledgement of Respondent**

The Respondent hereby acknowledges that: (a) CBC/Radio-Canada may or may cause to be undertaken, in connection with the Response, the RFQ and the Competitive Selection Process, or any of them, any one or more of the reference, credit and other checks, independent verifications and background investigations described in the RFQ, including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations, on all or any of the Respondent and the other Respondent Team Members (collectively, the "Investigations"); and (b) irrevocably consent to and authorize CBC/Radio-Canada and the authorized representatives of CBC/Radio-Canada to undertake any and all such Investigations. The Respondent hereby acknowledges that the Response, upon submission to CBC/Radio-Canada, becomes the property of CBC/Radio-Canada.

The representations, warranties, certifications, acknowledgements and consents set out in this Response Declaration Form are true and are made with the knowledge and intention that CBC/Radio-Canada will rely on them in accepting and evaluating the Response and that despite any prior or subsequent investigation CBC/Radio-Canada will be deemed to have relied upon them.

Unless otherwise expressly defined, the capitalized terms used in this Response Declaration Form have the meanings given to them in the RFQ.

This Response Declaration Form is dated as of the <\*> day of <\*> 2012.

RESPONDENT	RESPONDENT'S REPRESENTATIVE
Name of Firm	Name
<hr/>	
Address	E-mail Address
<hr/>	
Name of Authorized Signatory	Telephone
<hr/>	
Signature	
<hr/>	

## APPENDIX D RELATIONSHIP DISCLOSURE FORM

1. This form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team (including Prime Members, Equity Members and Key Individuals).
2. This form must also be completed by each member of the Respondent Team (Prime Members, Equity Members, and Key Individuals)
3. By executing this Relationship Disclosure Form, the Respondent agrees to the provisions of the RFQ and this Relationship Disclosure Form.
4. Capitalized or italicized terms are defined in the RFQ.
5. This form should be submitted as part of Package 1: Transmittal Letter and Declarations

*[RFQ Respondent's letterhead]*

TO:  
CBC/Radio-Canada  
Request for Qualifications MRC Development Project ("RFQ")  
RFQ No RE\_MRC20120409  
1400 René-Lévesque Blvd East  
Montréal, Québec H2L 2M2

Attention: France Binette  
Strategic Sourcing Manager

The undersigned Respondent or Respondent Team Member declares that:

1. The Respondent or Respondent Team Member have undertaken the necessary and due searches and inquiries in connection with and to verify the accuracy of the information set out in the Relationship Disclosure Form;
2. The undersigned Respondent or Respondent Team Member have reviewed the Restricted Party list;
3. The following is a full disclosure of all relationships that the undersigned Respondent or Respondent Team Member has with:
  - (a) any Restricted Party or its current or former employees, shareholders, directors or officers; or
  - (b) employees (both current or former) of CBC/Radio-Canada or individuals or firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Development Project,

that could constitute a conflict of interest or unfair advantage;

Name of Restricted Party / Person	Details of the Nature of the Respondent's or Respondent Team Member's relationship with the listed Restricted Party/Person (e.g. Respondent was an advisor to the Restricted Party from XXXX to XXXX)



La Maison de Radio Canada (MRC) Development Project  
RFQ No RE\_MRC20120409

By executing this Relationship Disclosure Form, the Respondent agrees to the provisions of the RFQ and its Relationship Disclosure Form.

This Relationship Disclosure Form is dated as of the <\*> day of <\*> 2012.

RESPONDENT	RESPONDENT'S REPRESENTATIVE
Name of Firm	Name
Address	E-mail Address
Name of Authorized Signatory	Telephone
Signature	

## APPENDIX E PROJECT INFORMATION SHEET

Project Information Sheet			
Project Name:			
Project Location:			
Client name, address, phone number and email address:			
Start Date (MM/YY):	Substantial Completion Date: (MM/YY)	End date of the Agreement: (MM/YY)	Total Contract Value (CAD):
Name of Respondent Team Members and services provided:			Value of services provided by (Respondent Team Member) (CAD):
Respondent Team Member's Senior Staff involved and Functions Performed:			
Detailed Narrative Description of the Project:			
Description of Services Provided by (Respondent Team Members):			

## **APPENDIX F Relevant Municipal Documents**

1. By-Law modifying Montréal General Plan
2. Zoning By-Law for the MRC area
3. Development Agreement
4. Letter of Intent for Infrastructures

## APPENDIX G Request for Information (RFI) Form

To Be Completed By the Respondent		
<b>Request #</b>		
<b>Date Raised:</b>		
<b>Raised By:</b>		
<b>Address:</b>		
<b>Telephone:</b>		
<b>email:</b>		
<b>Type of Request: (check applicable box)</b>	<input type="checkbox"/> Information <input type="checkbox"/> Clarification <input type="checkbox"/> Meeting	
<b>Reference Document:</b>		
<b>Meeting:</b>		
<b>Other:</b>		
<b>Do you request this query to be "Commercially Confidential"?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Request/Query (One request / query per sheet)</b>		
To Be Completed By CBC/Radio-Canada		
<b>Date of Response:</b>		
<b>Response:</b>		